MIDDLE DI	ES BANKRUPTCY COURT ISTRICT OF FLORIDA DIVILLE DIVISION	PRO	OOF	OF CLAIM		\	
In re:	का तक सम्बद्धा हुन्द्र के विद्यार विश्वसम्बद्धाः विश्व । अस्तर्वे का इत्युक्त का समित्रियोगी विद्यार	Case Nu	ımber:		┥		, r ·
	HITAKER MORTGAGE CORP.	3:09	-bk-07	047-JAF			n n
after the commencement of the c expense may be filed pursuant to	•	ve	anyone e claim rela copy of s	ck box if you are aware th ise has filed a proof of sting to your claim. Attact tatement giving particular	h		
Name of Creditor and A	ddress: the person or other entity to whom if necessary, please cross out pre-printed	the debtor o	wes mon	ey os property inge stadd ess.	<b>D</b>		
Wells Fargo Fundin	g, Inc.	JA	CKSONVIL	LE, FLORIDA	Ī		· · · ·
c/o Gilbert LLP			44D 1	1.9.2010			
1100 New York Aven	ue NW, Suite 700	ŗ	MAK -	12 2010			
Washington, DC 200	,	MODE	NE DISTE	NKRUPTCY COURT	Bankruptcy Cou	Iready filed a proof of claim	d to file again.
Creditor Telephone Number		addressi	where	Notice is to be sent	THIS SPA	CE IS FOR COURT US	E ONLY
Name and address where part Amy Thoreson Long Wells Fargo Law De 90 South 7th Stree MAC N9305-176		bove):		ck this box if you are or or trustee in this	claim amer	box to indicate that this nds a previously filed claber (if known):	
Minneapolis, MN 55 Payment Telephone Number 61					Filed on:		
1. AMOUNT OF CLAIM AS		90 21	<u>l</u>		_ <del></del> _		
If all or part of your claim is	secured, complete item 4 below; however, if all entitled to priority, complete item 5.	of your clai				t or charges	
2. BASIS FOR CLAIM:	ades interest of other charges in addition to the	(See inst				UMBER BY WHICH CI	REDITOR
	esentations and warranties	#2 and # reverse s		IDENTIFIES DEB			
Check the appropriate box property or a right of set off Nature of property or I Describe:	if your claim is secured by a lien on and provide the requested information	ecured Clair	n Amount	1,387,990	. 21 ) ner charges <u>as of tin</u>	DO_NOT_ include the priority rour claim here.  ne case filed included in se asis for Perfection:	
5. PRIORITY CLAIM							
Amount of Claim Entitled to §507(a). If any portion of yo following categories, check	our claim falls in one of the Unsecured I the box and state the amount.	Priority Clair	m Amount	: \$ 0.00		Include <u>ONLY</u> the prio your unsecured claim	
You MUST specify the  Domestic support obligation	ns under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).					se, or rental of property or 11 U.S.C. § 507(a)(7).	••
before filing of the bankrup	ssions (up to \$10,950*), earned within 180 days top petition or cessation of the debtor's	F	=	or penalties owed to g	-	- 11 U.S.C. § 507(a)(8).	1
<u></u>	ier - 11 U.S.C. § 507(a)(4). ee benefit plan - 11 U.S.C. § 507(a)(5).	<u> </u>	* Amo		iustment on 4/1/10 a	and every 3 years thereafte	er
6. CREDITS: The amount of	of all payments on this claim has been cred	dited for th				e date di adjustinent.	
7. SUPPORTING DOCUM statements of running accounts.	MENTS: <u>Attach redacted copies of suppo</u> counts, contracts, court judgments, mortga a security interest. (See definition of "reda	rting docu ages, and s	ments, security	such as promissory agreements. You m	notes, purchase nay also attach a		ted copies of
DATE-STAMPED CO	PY To receive an acknowledgment of the addressed envelope and copy of this proof	filing of yo		, DO		NAL DOCUMENTS. ATTA	
The original of this completelecopy or other electron	eted proof of claim form must be sent by n lic means NOT accepted), so that it is actu , 2010, the Bar Date (as defined in the Ba	nail, hand, Jally receiv	ed on o			THIS SPACE FOR USE ONL	
By Regular Mail to:		By Hand, C	Courier,	Or Overnight Deli	very to:	T, B & W Mortga	ge Corp.
PO Box 3020	r Mortgage Corp. Claim Processing A	8750 Lake I	Bean & W Orive Eas		rp. Claim Processin	01157	III II
Chanhassen, MN 55317-302		Chanhassen	-				45.
<b>DATE</b> 3/10/2010	SIGNATURE: The person filing this claim must and state address and telephon	st.sign_it. Sig ne number i	gn and pri f different	from the notice addre	ess above. Attach co	rother person authorized to opy of power of attorney, if als Fargo Funding	any.

# 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-hk-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 <u>must</u> 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, comporation, 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(e), 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/tbwmortgage

Billing Type	Net Due
Early Payoff	\$8,340.00
Escrow Deficiency	\$11.94
FHA Disclosures Fees	\$4,366.22
Final Doc Procurement Fees	\$51,405.00
Funding Adjustment	\$12,478.44
Indemnification	\$475,824.86
MH Title Curative Expense	\$6,483.63
Miscellaneous Fees	\$375.00
Non MERS Penalties	\$50.00
Pairoff	\$53,201.55
Payment Advance	\$3,478.18
Repurchase	\$222,867.38
Soft Letter Repurchase	\$543,835.34
Tax Penalty	\$722.67
Underwriting	\$4,550.00

Total

\$1,387,990.21

In the event an FHA, VA, RHS Mortgage Loan (a "Government" loan) or a conventional Mortgage Loan (defined as all loan types other than Government loans, and including "jumbo" loans) is paid off in full within 90 days of purchase, the Seller may be required to reimburse Wells Fargo SRP and/or Above Par Pricing Premium.

263296816 209851	Loan Numb
CLOSMANN	er   Borrower Last Name
10/6/2009	Billed Date
7/24/2009 9/28/2009	Funded Date
9/28/2009	PIF Date
66	# of Days
\$8,340.00	Net Amount Due

Total

\$8,340.00

a system calculation. Please refer to the Purchase Advice and review the escrow balance field. The escrow balance field was added to your total wire, however, escrow funds should have been netted from the total wire. Wells Fargo has calculated the total amount due, which includes the calculated the total amount due. 2) If there is an amount in the 'Purchase Advice Discrepancy' field, Wells Fargo funded this loan incorrectly due to Date' field, escrow funds are due Wells Fargo as a result of an escrow deficiency which occurred during the purchase of the loan. Wells Fargo has The loans identified below are the result of one of two scenarios. 1) If there is an amount in the 'Amount of Escrow Funds Received on Funded

209225465 2438050700	Loan Number
2438050700	Client Loan Number
CROSS	Loan Number   Client Loan Number   Borrower Last Name   Billed Date   Net Amount Due   Actual A
7/6/2009	Billed Date
\$11.94	Net Amount Due
\$3,111.75	Actual Amt Funded
\$3,123.69	Correct Escrow Amt
9/26/2008	Funded Date

Total \$11.94

The following loan document(s) was/were not received in a timely manner and a procurement fee has been assessed.

819 GARNER AVE 4807 N HARLEM AVENUE 33 MOUNTAIN VIEW 861 N BLACKS CORNERS RD 19921 E RAMBLING ROAD 202 STARKSVILLE AVE S 5013 QUEENSBERRY AVENU 4125 GRAND AVE 4125 GRAND AVE		WASHINGTON WASHINGTON MERCED BAKERSFIELD ARVIN SAINT ROSE SAINT ROSE RAHWAY MERCED SALINAS CHICAGO TUBAC IMLAY CITY COVINA LEESBURG BALTIMORE MONTCLAIR MONTCLAIR NORTH EGREMONT
		WASHINGTON WASHINGTON WASHINGTON MERCED BAKERSFIELD ARVIN SAINT ROSE SAINT ROSE RAHWAY MERCED SALINAS CHICAGO TUBAC IMLAY CITY COVINA LEESBURG BALTIMORE MONTCLAIR
		WASHINGTON WASHINGTON MERCED BAKERSFIELD ARVIN SAINT ROSE SAINT ROSE RAHWAY MERCED SALINAS CHICAGO TUBAC IMLAY CITY COVINA LEESBURG BALTIMORE MONTCLAIR
		WASHINGTON WASHINGTON WASHINGTON MERCED BAKERSFIELD ARVIN SAINT ROSE SAINT ROSE RAHWAY MERCED RAHWAY MERCED SALINAS CHICAGO TUBAC IMLAY CITY COVINA LEESBURG BALTIMORE
	WASHINGTON  MERCED  BAKERSFIELD  ARVIN  SAINT ROSE  SAINT ROSE  RAHWAY  MERCED  SALINAS  CHICAGO  TUBAC  IMLAY CITY  COVINA	STON STON FIELD TY
	WASHINGTON  MERCED  BAKERSFIELD  ARVIN  SAINT ROSE  SAINT ROSE  RAHWAY  MERCED  SALINAS  CHICAGO  TUBAC  IMLAY CITY	STON STON STELD SEE SEE SEE SEE SEE SEE SEE SEE SEE SE
	WASHINGTON  WASHINGTON  MERCED  BAKERSFIELD  ARVIN  SAINT ROSE  SAINT ROSE  RAHWAY  MERCED  SALINAS  CHICAGO  TUBAC	STON STON FIELD SSE SSE
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184 SOUTH T STREET	WASHINGTON  MERCED  BAKERSFIELD  ARVIN  SAINT ROSE  SAINT ROSE  RAHWAY	
1804 BRADY COURT	WASHINGTON  MERCED  BAKERSFIELD  ARVIN  SAINT ROSE  SAINT ROSE	D N N
5 SOMBRERO LANE	WASHINGTON MERCED BAKERSFIELD ARVIN SAINT ROSE	
5 SOMBRERO LANE	WASHINGTON MERCED BAKERSFIELD ARVIN	
	WASHINGTON MERCED BAKERSFIELD	
3700 Q STREET #113	WASHINGTON MERCED	
3870 PINTAIL COURT	WASHINGTON	
3401 BANGOR STREET SE		
3401 BANGOR STREET SE	ΜΑςΗΙΝΙΩΤΟΝ	
1409 OAKMONT PL	PITTSBURG	PITTSBURG CA
16095 COUNTY LINE RD	MASARYKTOWN	MASARYKTOWN FL
110 CATHERINE CIRCLE	VIDALIA	VIDALIA
111 BLAKE COVE	DOUGLASVILLE	DOUGLASVILLE GA
TIMBERLAKE TRAIL	HIGHLAND	HIGHLAND
613 WALNUT STREET	WAYNESBORO	WAYNESBORO TN
184 LAKE OAK DRIVE	MOUNTAIN HOME	MOUNTAIN HOME AR
1709 N WILMINGTON AVENUE		
1709 N WILMINGTON AVENUE	COMPTON	
DRIVE	RIVERSIDE	RIVERSIDE CA
DRIVE	RIVERSIDE	RIVERSIDE
,	GILLETTE	GILLETTE
	NAPA	NAPA
234 SAVANNAH ST SE	WASHINGTON	
8551 SOLOMONS ISLAND RD	OWINGS	OWINGS MD

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JEFFREY R MOORE	JEFFREY R MOORE	CHARSELYLEA OLIVER	CHARSELYLEA OLIVER	MICHAEL HELDMAN	MICHAEL HELDMAN	TINA SARVER	JOHN KUJAT	JOHN KUJAT	ALVARO RODRIGUEZ	DANIEL LAWLESS	SAMUEL MINOR JR	JULIA ROBINSON SHIMIZU	MITCHELL MCMURTRY	THOMAS PEIFER III	GEOFFREY REED	SHIRLEY JOHNSON	CRYSTAL LA MORA	LYNN LAYMAN	DIMITRI SANDU	NORAH MEDWINTER	NORAH MEDWINTER	JAMES TAYLOR	PARNESH SINGH	PAUL OSAK	RODNEY NUNNELLY	DANNY IRONS	NELDA MASSINGHAM	RONALD HOOKER	GARY CLARK	VICTOR TEDESCO	KEVIN CORCORAN	HAJILE MITCHELL	MAUREEN FERDINAND	KAREN JOHNSON	KAREN JOHNSON	MICHELE COCCOVIZZO	VICENTE CAMPOS	CLIFFORD STONE
3367 NEBO ROAD	3367 NEBO ROAD	94 SWEETWATER RD	94 SWEETWATER RD	1931 N VILLA AVENUE	1931 N VILLA AVENUE	165 HILLEGASS ROAD	945 LATTIMER ROAD	945 LATTIMER ROAD	1525 BLACKBIRCH WAY	126 CROSSINGS BLVD	662 AND 664 E 120TH ST	12334 EMELITA STREET	6298 ALHAMBRA AVENUE	329 DURANGO DRIVE	5 SHERIDAN RD	263 HUBBARD ROAD	590 SAN ROGELIO ST	1990 HALE RD	344-346 CALDWELL AVENUE	9 GREEN ST	9 GREEN ST	410 STONEBRIDGE CIR	926 O CONNOR STREET	150 ROOSEVELT DR	4477 DEPRIEST ST	1058 NE REGENT ST	3326 E SAGINAW WAY	2444 S 73RD STREET	552 RIVER ROAD	1000 KALISTE SALOOM RD 13	806 W HACKBERRY DR	850 STEWART STREET	1040 TENNESSEE AVE	4346 MORGAN AVENUE NORTH	4346 MORGAN AVENUE NORTH	5956 BARN OWL CT	2217 W ELLA STREET	3815 S ATLANTIC BLVD 302
DALLAS	DALLAS	FORT MITCHELL	FORT MITCHELL	OROVILLE	OROVILLE	SCHELLSBURG	HAZLE TOWNSHIP	HAZLE TOWNSHIP	TOBYHANNA	BLUFFTON	LOS ANGELES	VALLEY VILLAGE	RIVERSIDE	MARION	LEBANON	LEBANON	HEMET	SONOMA	PATERSON	STAMFORD	STAMFORD	SAVANNAH	PALO ALTO	TRUMBULL	ROSEBURG	CEDAR RAPIDS	FRESNO	WEST ALLIS	ORRINGTON	LAFAYETTE	ARLINGTON HEIGHTS	PARIS	FORT LAUDERDALE	MINNEAPOLIS	MINNEAPOLIS	ROCKLEDGE	MESA	DAYTONA BEACH SHO
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WILLIE BRANTLEY	FRED L NORTON	RONALD CULVER	RONALD CULVER	ALEX J PETTITT	ALEX J PETTITT	SHANE A WEEKLY	SHANE A WEEKLY	SHANE A WEEKLY	KAREN J STRIBBLING	MARY MALDONADO	EDWARD W LYNE	EDWARD W LYNE	EDWARD W LYNE	CHARLES P SHANER	CHARLES P SHANER	CHARLES P SHANER	STACY L BLALOCK	SCOTT WILLIAMS	MATTHEW MASSEY	CLARENCE F MACLEOD	CLARENCE F MACLEOD	JOSHUA FIELDER	JOSHUA FIELDER	CATHY L BROWN	RACHEL D ROBINSON	RACHEL D ROBINSON	BRITTANY M ODOM	BRITTANY M ODOM	JAMES D MATHEWS	JAMES D MATHEWS	WYLETHA CHESTER	WYLETHA CHESTER	SERGIO VALDEZ	SERGIO VALDEZ	SERGIO VALDEZ	GILBERT G SIMS	BRIAN LUMPKINS	KEITTA EVANS
674 S MAIN ST	1101 KINNETT ROAD	16 LAKE HILL CIRCLE	16 LAKE HILL CIRCLE	2064 YMCA CAMP ROAD	2064 YMCA CAMP ROAD	34 PRARIE CHICKEN COURT	34 PRARIE CHICKEN COURT	34 PRARIE CHICKEN COURT	1490 RAINBOW DR	4755 HWY 71	4856 NW LYONS ST	4856 NW LYONS ST	4856 NW LYONS ST	201 DELOACH ROAD	201 DELOACH ROAD	201 DELOACH ROAD	146 WEST VIEW CIRCLE	3821 N ABBOTT ROAD	4922 IRON HILL RD	438 LYFORD ROAD	438 LYFORD ROAD	146 DOGWOOD CIRCLE	146 DOGWOOD CIRCLE	179 SUBURBAN DRIVE	57 SUNSET RIDGE	57 SUNSET RIDGE	4114 BRYAN DRIVE SE	4114 BRYAN DRIVE SE	5126 HUNTINGTON COURT	5126 HUNTINGTON COURT	455 PEAR ORCHARD RD	455 PEAR ORCHARD RD	3103 RIVER ROAD	3103 RIVER ROAD	3103 RIVER ROAD	126 WALLACE ROAD	1733 BAINUM ROAD	396 E PLAINVIEW DRIVE
DAVISBORO	COVINGTON	DEATSVILLE	DEATSVILLE	KING	KING	MONTICELLO	MONTICELLO	MONTICELLO	ELBERTON	GREENWOOD	ARCADIA	ARCADIA	ARCADIA	PEMBROKE	PEMBROKE	PEMBROKE	LAFAYETTE	SAINT HEDWIG	DEARING	ORNEVILLE	ORNEVILLE	JACKSON	JACKSON	SANDERSVILLE	WALDOBORO	WALDOBORO	ACWORTH	ACWORTH	MIDDLEBURG	MIDDLEBURG	GREENSBORO	GREENSBORO	WIMAUMA	WIMAUMA	WIMAUMA	TRION	NEW RICHMOND	WARRENTON
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8412 EVERONA ROAD 4205 HESS AVENUE 4170 OAKWOOD DRIVE	8412 EVERONA ROAD	8412 EVERONA ROAD	585 N 200TH AVE	94 GODLEY ROAD	94 GODLEY ROAD	414 PECAN DRIVE	414 PECAN DRIVE	79 W BONANZA PLACE	79 W BONANZA PLACE	79 W BONANZA PLACE	3784 OLD MILITARY ROAD	3784 OLD MILITARY ROAD	3784 OLD MILITARY ROAD	111 AUTUMN LANE	111 AUTUMN LANE	402 WALNUT	142 SAND CREEK TRAIL	234 E CHARITY ROAD	234 E CHARITY ROAD	234 E CHARITY ROAD	621 LOVE AND CARE ROAD	3432 LARKSPUR CIRCLE	3432 LARKSPUR CIRCLE	3432 LARKSPUR CIRCLE	414 WESTRIDGE DRIVE	414 WESTRIDGE DRIVE	414 WESTRIDGE DRIVE	260 HUNDRED ACRE ROAD	260 HUNDRED ACRE ROAD	260 HUNDRED ACRE ROAD	9529 N US HWY 441	9529 N US HWY 441	9529 N US HWY 441	489 TIP TUCKER ROAD	489 TIP TUCKER ROAD	489 TIP TUCKER ROAD
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EMILIO MONTANO VALERIE S STEVENS SHAUN R KIDD SHAUN R KIDD MELVIN C KNOX MELVIN C KNOX BEVERLY KITCHENS	RUTH A LUSHBAUGH RUTH A LUSHBAUGH RUTH A LUSHBAUGH IRENE BARNES IRENE BARNES IRENE BARNES EMILIO MONTANO	WILLIAM SYLVESTER DERRICK WEST DERRICK WEST DERRICK WEST MICHAEL D WHITT MICHAEL D WHITT	ROGER L BUCKLER RICK J ERBES JOHN LIVAS JOHN LIVAS CECIL J PAINTER CECIL J PAINTER MANDY M PATTERSON MANDY M PATTERSON MACK W SCOTT MACK W SCOTT	CHESTER S POLAK JR WILLARD D PUMPHREY WILLARD D PUMPHREY WILLARD D PUMPHREY JOHN J SOARES JOHN J SOARES JOHN J SOARES LONNIE C WYMES JR ROGER L BUCKLER
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AMARILLO MOUNT STERLING MARTINSVILLE MARTINSVILLE TRION TRION WARRENTON	HAGERSTOWN HAGERSTOWN THOMSON THOMSON THOMSON A THOMSON A THOMSON	CLAREMORE ROAL MADISON ROAL MADISON ROAL MADISON AD HUBERT AD HUBERT		SAINT CLOUD BLOUNTSTOWN BLOUNTSTOWN BLOUNTSTOWN HAWTHORNE HAWTHORNE HAWTHORNE WEWAHITCHKA WEWAHITCHKA LYNN
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LAURIE J LYNCH LAURIE J LYNCH JOHN K BROOKSBY KYRIAKOS MAVROULIS DANNA M GEORGE MARYANNE MORGAN AMY S GRANSON	S FURBEVILI	CAROLYN M KIRKLIN CAROLYN M KIRKLIN TERRY MCANALLY TERRY MCANALLY JOEL SKAGGS WILLIAM A PADDOCK	PAUL D HAYNE MARJORIE J REMES JAMES R MARKLE JEFFREY SUHR BETH A SCHWOCH DONALD BUZZINSKI MARK H ELLSWORTH DIKIMBERLY S MIDDLETON	MAKEBA L CARTER JULIA J WILLIAMSON JACOB SEELEY SAMUEL A BENNETT ROY W HILLIN II PAUL D HAYNE	BEVERLY KITCHENS TONIA GERMANY JOHN MORAN JOHN MORAN JOHN MORAN MAKEBA L CARTER MAKEBA I CARTER
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DOUGLAS DOUGLAS LAKESIDE TOWSON MIDDLEBORO GLENDALE KOKOMO	CYPRESS CLARENDON A RICHMOND A RICHMOND WESTON LA CENTER	HOUSTON HOUSTON PENSACOLA PENSACOLA KATY HOUSTON	COMMERCE CITY METAIRIE PRYOR JUPITER HORICON SCRANTON SOMERSET MILLINGTON	TAFF	WARRENTON BUENA VISTA DOVER DOVER DOVER RENTZ
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\$55.00 \$55.00 \$55.00 \$55.00 \$55.00 \$55.00	\$55.00 \$55.00 \$55.00 \$55.00 \$55.00	\$55.00 \$55.00 \$55.00 \$55.00 \$55.00	\$55.00 \$45.00 \$55.00 \$55.00 \$55.00 \$55.00	\$55.00 \$55.00 \$55.00 \$55.00	\$55.00 \$55.00 \$55.00 \$55.00 \$55.00
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50559482 209029	50559482	3102860	50659134	50660499	180903031	1808975742	3074540	7116756	7116756	50655069	50652090	50662494	50662494	50655020	50655020	50642026	50642026	50642274	50642274	50655117	50655117	50574755	50662456	50567855	50567855	50659070	3088888	3088888	50652048	50652048	50649256	50649256	7114850	3094010	3094010	SHE282480	SHE282480
BRIAN WILLSON	KATRINA C JENKINS	RICHARD'S YOUNG	LEE H STALEY	ROBERT WILSON IV	JEFFREY S CHAPMAN	MARY JANE GRACIA	JOSE S CAMARENA	LARRY A BORNEMAN	LARRY A BORNEMAN	SULTANA KALDIS	JOHN W GORDON	MICHAEL H KLEINMAN	MICHAEL H KLEINMAN	DAVID K MORRIS	DAVID K MORRIS	SID FARBSTE IN	SID FARBSTEIN	THOMAS KENNEY	THOMAS KENNEY	KATHERINE LUMMIS	KATHERINE LUMMIS	DENNIS L COFFEY	VIRGINIA A GRAEF	CLAY E CRAWFORD	CLAY E CRAWFORD	ALISON L LYMAN	REMY L RUIZ	REMY L RUIZ	MATTHEW J STEIN	MATTHEW J STEIN	FREDERICK G FRAM	FREDERICK G FRAM	PAUL RODRIGUEZ	MICHAEL PROCACCINI	MICHAEL PROCACCINI	GWEN K SHEROW	GWEN K SHEROW
1025 S SHEPHERD DRIVE #102 4362 FACULTY LANE	1025 S SHEPHERD DRIVE #102	8098 WINDOVER WAY	215 CARUTHERS LANE	6225 OVERBROOK LANE	6206 SHADOW MOUNTAIN COVE	735 SAN JACINTO CIRCLE	2239 OGDEN ST UNIT A & B	4546 PACIFIC SUN AVENUE	4546 PACIFIC SUN AVENUE	2307 QUENBY RD	2733 WERLEIN ST	5522 VALERIE STREET	5522 VALERIE STREET	2514 WATTS ROAD	2514 WATTS ROAD	3106 MCCULLOCH CIRCLE	3106 MCCULLOCH CIRCLE	1322 CORAL WAY DRIVE	1322 CORAL WAY DRIVE	1510 MISSOURI STREET #4	1510 MISSOURI STREET #4	3010 SABLE PALM DRIVE	584 WILCREST DRIVE	6216 ABERDEEN AVENUE	6216 ABERDEEN AVENUE	2901 BAMMEL LANE UNIT 5	103 SUNSET CIRCLE #3	103 SUNSET CIRCLE # 3	2011 SUNSET BLVD	2011 SUNSET BLVD	12335 HUNTINGWICK DRIVE	12335 HUNTINGWICK DRIVE	5790 OLDTOWN ST	22 CLEAR POND ROAD	22 CLEAR POND ROAD	6119 BLUESTONE AVE	6119 BLUESTONE AVE
HOUSTON	HOUSTON	TITUSVILLE	HOUSTON	HOUSTON	E AUSTIN	BAYTOWN	SAN BERNARDINO	LAS VEGAS	LAS VEGAS	HOUSTON	HOUSTON	HOUSTON	HOUSTON	HOUSTON	HOUSTON	HOUSTON	HOUSTON	SEABROOK	SEABROOK	HOUSTON	HOUSTON	BAYTOWN	HOUSTON	DALLAS	DALLAS	HOUSTON	BENICIA	BENICIA	HOUSTON	HOUSTON	HOUSTON	HOUSTON	DETROIT	LAKEVILLE	LAKEVILLE	HARRISBURG	HARRISBURG
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Title Policy Mortgage/DOT	Mortgage/DOT	Mortgage/DOT	Mortgage/DOT	Mortgage/DOT	Mortgage/DOT	Mortgage/DOT	Title Policy	Title Policy	Mortgage/DOT	Mortgage/DOT	Title Policy	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Mortgage/DOT	Title Policy	Title Policy	Mortgage/DOT	Title Policy	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT

181121815	212881924	212881924	212881072	212788459	212788459	212424824	212424824	212821441	180935603	180935603	212643357	181182262	181182262	212471908	212471908	212625552	181357161	181357161	181083452	181027384	181027384	181094251	181094251	181098526	179558747	179558747	212524235	212470835	212239032	212167597	181096124	212537542	212456347	212456347	212405302	212383772	180935439	180935439	181077397
209139	7118145	7118145	3194427	7115707	7115707	7116757	7116757	7116834			7118467	209114	209114	7118258	7118258	3216009	209250	209250	181083452	209040	209040	209125	209125	209147			50672743	3114073	50662466	3097742	209130	3200956	50670179	50670179	3115495	50676944	209039	209039	209029
RICHARD F GARFIELD JR	GREGORY DIXON	GREGORY DIXON	PAUL DICENSO	RICHARD H BRIDGES	RICHARD H BRIDGES	LISA M NEEDHAM	LISA M NEEDHAM	JAMES L BEETEM	JAMES VERSALOVIC	JAMES VERSALOVIC	RAJINDER S MALHOTRA	ROBERT KLEYPAS	ROBERT KLEYPAS	LOWELL SWARTZ	LOWELL SWARTZ	ROBERT G SNYDER	ROBERT E GRAHAM	ROBERT E GRAHAM	LONG HOANG	LEON J LEACH	LEON J LEACH	TREVOR M HORNE	TREVOR M HORNE	PAUL STEFAN	KATRINA C JENKINS	KATRINA C JENKINS	NEIL W PARROTT	JASON E BENNETT	ROBERT P REED	WILLIAM K AMICK	KENT S BRADSHAW	JAMES T WESTBROOK	LANCE STANFILL	LANCE STANFILL	JESUS DELGADILLO	WALTER R CORSON	NEIL C STONE	NEIL C STONE	BRIAN WILLSON
1326 ALLSTON STREET	5115 CENTRAL AVE	5115 CENTRAL AVE	57 HENRY ST	115 MARGUERITE LANE	115 MARGUERITE LANE	144 E SUNSET BLVD	144 E SUNSET BLVD	185 PRINCETON PLACE	2102 MACARTHUR STREET	2102 MACARTHUR STREET	9753 N GRAND DUKE CIRCLE	26200 CENTURY OAKS BOULEVAFHOCKLEY	26200 CENTURY OAKS BOULEV/	5115 JACKSON ROAD	5115 JACKSON ROAD	308 TRACI LANE	127 CINNAMON OAK LANE	127 CINNAMON OAK LANE	12718 RACHELS WAY	6853 STAFFORDSHIRE STREET	6853 STAFFORDSHIRE STREET	8813 CEDARBRAKE DRIVE	8813 CEDARBRAKE DRIVE	10110 SHADY RIVER DRIVE	1005 SOUTH SHEPHERD DRIVE	1005 SOUTH SHEPHERD DRIVE	3300 LEIGH DRIVE	369 RIVER ROAD	4046 DUMBARTON STREET	1720 S DEMAREE ST	12623 TAYLORCREST RD	1709 E ELTON AVENUE	5407 CORAL RIDGE ROAD	5407 CORAL RIDGE ROAD	15884 SANTA CLARA AVENUE	12315 OVERCUP DR	919 WADE HAMPTON DRIVE	919 WADE HAMPTON DRIVE	4362 FACULTY LANE
HOUSION	CHATTANOOGA	CHATTANOOGA	FRAMINGHAM	CLOVERDALE	CLOVERDALE	BATTLE CREEK	BATTLE CREEK	DUBUQUE	HOUSTON	HOUSTON	TAMARAC	AF HOCKLEY	VAF HOCKLEY	FLINT	FLINT	RIDGECREST	HOUSTON	HOUSTON	MISSOURI CITY	HOUSTON	HOUSTON	HOUSTON	HOUSTON	HOUSTON	HOUSTON	HOUSTON	PLANO	BUCKSPORT	HOUSTON	VISALIA	HOUSTON	MESA	HOUSTON	HOUSTON	CANTUA CREEK	HOUSTON	HOUSTON	HOUSTON	HOUSTON
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//008	37410	37410	01702	95425	95425	49017	49017	52001	77030	77030	33321	77447	77447	48506	48506	93555	77079	77079	77489	77030	77030	77055	77055	77042	77019	77019	75025	04416	77025	93277	77024	85204	77069	77069	93608	77024	77024	77024	77004
\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
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209118 209118 209118 209118 7110243 7118861 7118861 260349253 260349253 3102998 181030651 181030651 18230584 2209148 209148 209220 209220 209227 181338476 181338476 209054 209054 209174 209174 209174 209174 209174 209283 7095679 209060 209227	209139 209212
STEPHEN HARBACHICK STEPHEN HARBACHICK JEREMIAH S LYNCH CYNTHIA V SYLVESTER CONALD R BOTTERWECK RONALD C GARFIELD DAVID C GARFIELD DAVID C GARFIELD DAVID C GARFIELD DAVID C GARFIELD SUSAN P CHIPMAN PAUL H LAYNE FAUL H LAYNE FA	RICHARD F GARFIELD JR RAYMOND MAGGIORE
4514 TEAS STREET 4514 TEAS STREET 731 B YORK STREET 5403 WESTBOURNE DR 5403 WESTBOURNE DR 3122 SUNSTREAM COURT 3122 SUNSTREAM COURT 4710 BANNING PARK COURT 4710 BANNING PARK COURT 5 MADISON LANE 433 MCCLURE AVENUE 25 ILLINOIS AVE # L2 26 ILLINOIS AVE # L2 27 SO2 CHRISTMAS TREE POINT 27 PINEWOLD DRIVE 420 PINEWOLD DRIVE 82 SOUTH ROCKY POINT CIRCLE 83 SOUTH ROCKY POINT CIRCLE 84 SOUTH ROCKY POINT CIRCLE 85 SOUTH ROCKY POINT CIRCLE 86 SOUTH ROCKY POINT CIRCLE 87 SOUTH ROCKY POINT CIRCLE 88 SOUTH ROCKY POINT CIRCLE 810 DUSTY HEATH COURT 17 SCOTSMOOR COURT 17 SHADDY TRAIL 9131 RANGELY DRIVE 210 ELECTRA DRIVE	1326 ALLSTON STREET 104 WINDCREST COURT
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77401 77401 29464 23230 27578 77578 77494 01720 80520 60193 60193 60193 77056 77056 77056 77056 77056 77079 77479 77008 77008 77008 77008 77008 77009 77009 77450 77450 77450 77450 77450 77450 77450	77008 77064
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181276528 260313812 260313812 181360223 181360223 181357393 181357393 181061631 181061631 181275801 181275801 181250457 260298278 1813501003 181301003 181301003 181360041 181360041 213631831 213631831 213631831 260582226 260843594 260706924 260706924 260710736 260843735 260843735 260843735 260941216 260941216	181227687 181276528
209223 019329-2 019329-2 181360223 181360223 181367393 181357393 181061631 181275801 181275801 181250457 181250457 260298278 181301003 181301003 181360041 7118461 209279 3166919 3166919 3166919 3166919 3166919 019367 0260843594 0260710736 0260710736 230941216 230941216 230941216	209227 209223
CAROLYN R BRACCI CAROLYN R BRACCI CAROLYN R BRACCI SIDNEY S SMITH JR MICHAEL S KLAYBOR MICHAEL S KLAYBOR MICHAEL S KLAYBOR MICHAEL S KLAYBOR JOEL ANDERSON JOEL ANDERSON JOEL ANDERSON RANDY SCHROEDER DAVID MARK FRIEDMAN DAVID MARK FRIEDMAN ASHISH MAHENDRU MATTHEW FRAZIER MICHAEL E REEVES MICHAEL E REEVES DONALD R BAILEY RICK C RUSSELL BONNIE L HAYES JAMES D MARSHALL JOHN HARDY JOHN HARDY JOHN HARDY PEAN E CORGEY DEAN E CORGEY ERICK F GEITNER ERICK F GEITNER ERICK F GEITNER JAMES CHRISTOPH JONES TIMOTHY JOHN SEIPEL	ROBERT L MOSES MICHAEL W YEARY
2220 ARLINGTON STREET 5646 BEAR MEADOW LANE 5646 BEAR MEADOW LANE 5646 BEAR MEADOW LANE 726 HUNTERS CANYON LANE 12726 HUNTERS CANYON LANE 12726 HUNTERS CANYON LANE 12726 HUNTERS CANYON LANE 2811 THOMAS AVENUE 2811 THOMAS AVENUE 2811 THOMAS AVENUE 1615 CORTLANDT STREET 1615 CORTLANDT STREET 1615 CORTLANDT STREET 1616 CORTLANDT STREET 1617 CORT OAK RUN 28022 POST OAK RUN 29022 POST OAK RUN 2902 POST OAK RUN 29022 POST OAK RUN 2902 POST OAK RUN 2902 POST OAK RUN 2902	210 ELECTRA DRIVE 2220 ARLINGTON STREET
KATY KATY KATY KATY KATY  KATY  KATY  KATY  NE CYPRESS DALLAS DALLAS HOUSTON HOUSTON HOUSTON HOUSTON HOUSTON HOUSTON HOUSTON GREENWOOD AUSTIN ATCO VE MORGAN E KATY E KATY HOUSTON	HOUSTON HOUSTON
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SCOTT A MCMILLIAN STANLEY TOLL ALFRED P DETTWILER	SCOTT A MCMILLIAN	ROSALIND GRIFFIN	ROSALIND GRIFFIN	SHELLA X MALLYNN	RONALD LOCHTE	RONALD LOCHTE	MARSHA K LUSHINGTON	RUSSELL A MILAM	RUSSELL A MILAM	DULCEY J MESSERSMITH	DULCEY J MESSERSMITH	TIMOTHY M BIBER	TIMOTHY M BIBER	LLEWELYN S NONNENMOCHER	LLEWELYN S NONNENMOCHER	ROBERT P HOY	ROBERT P HOY	JOHN H SCHWARTZ	SANYOG THORVE	MICHAEL KNAPP	MICHAEL KNAPP	CHRISTIE C MORGAN	CHRISTIE C MORGAN	BRUCE H SENFT	BRUCE H SENFT	DANIEL LEUNG	JON R FRIEDBERG	JON R FRIEDBERG	JENNIFER SKLENKA	SARAH WESTHUSIN	HAROLD R ANDERSEN	HAROLD R ANDERSEN	MARTHA C WILLIAMS	MARSHA B ROBERTS	KIERAN D COLEMAN	KAREN ARAIZA
4122 GAIRLOCH LANE 102 STONEY CREEK DRIVE 4822 AUSTIN STREET	4122 GAIRLOCH LANE	1318 IRISH MIST COURT	1318 IRISH MIST COURT	1030 SOUTH WELLSFORD DRIVE	13130 LAKE MIST DRIVE	13130 LAKE MIST DRIVE	1007 W BEACH BLVD UNIT 72	702 ESSLINGER ROAD	702 ESSLINGER ROAD	RR1 BOX 159	RR1 BOX 159	375 MINER ROAD	375 MINER ROAD	620 BARDSTOWN STREET	620 BARDSTOWN STREET	1540 RUANN DRIVE	1540 RUANN DRIVE	206 WINNIE TRAIL	190 MORTIMER AVENUE	4206 SAN DOMINGO DRIVE	4206 SAN DOMINGO DRIVE	4235 WEST ALABAMA STREET U	4235 WEST ALABAMA STREET U	78 HISTORY ROW	78 HISTORY ROW	3510 BELLEFONTAINE ST	4417 JIM WEST STREET	4417 JIM WEST STREET	2030 PERKINS STREET	2700 REVERE STREET UNIT 151	5636 SAN FELIPE ST #M	5636 SAN FELIPE ST #M	306 REED AVENUE	116 REDDING RD	310 LEVI STREET	7905 SILVER SADDLE RD
HOUSTON HOUSTON HOUSTON	HOUSTON	KATY	KATY	E PEARLAND	CYPRESS	CYPRESS	<b>GULF SHORES</b>	GURLEY	GURLEY	NEW ALBANY	NEW ALBANY	ARDMORE	ARDMORE	CANTONMENT	CANTONMENT	DUBUQUE	DUBUQUE	BRUNSWICK	RUTHERFORD	GALVESTON	GALVESTON	NOTSUOHIN	NOTSUOHIN	THE WOODLANDS	THE WOODLANDS	HOUSTON	BELLAIRE	BELLAIRE	BRISTOL	1 HOUSTON	HOUSTON	HOUSTON	REEDVILLE	GEORGETOWN	JENNINGS	FLAGSTAFF
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77025 77024 77004	77025	77450	77450	77584	77429	77429	36542	35748	35748	18833	18833	73401	73401	32533	32533	52001	52001	31525	07070	77554	77554	77027	77027	77380	77380	77025	77401	77401	06010	77098	77056	77056	22539	40324	70546	86004
\$55.00 \$55.00 \$55.00	\$55.00	\$55.00	\$55 00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Title Policy Mortgage/DOT Mortgage/DOT	Mortgage/DOT	Title Policy	Mortgage/DOT	Mortgage/DOI	Title Policy	Mortgage/DOT	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Title Policy	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Mortgage/DOT	Mortgage/DOT	Title Policy	Mortgage/DOT	Mortgage/DOT	Mortgage/DOT	Title Policy	Mortgage/DOT	Title Policy	Title Policy	Mortgage/DOT	Mortgage/DOT

**:** .

Title Policy Mortgage/DOT	\$55.00 \$55.00	75007 08075	ΣX	CARROLLTON RIVERSIDE	1500 BLUE MESA ROAD 271 SOUTHVIEW DR	DEBORAH FINE IBRAHIM YILMAZ	209608 3336004	262743271 215472366
Mortgage/DOT	\$55.00	75007	Τ×	CARROLLTON	1500 BLUE MESA ROAD	DEBORAH FINE	209608	262743271
Title Policy	\$55.00	84780	L	WASHINGTON	<b>6 N LIONS ROAD CIRCLE</b>	BILL A DRANEY JR	7130437	215472473
Mortgage/DOT	\$55.00	84780	S	WASHINGTON	6 N LIONS ROAD CIRCLE	BILL A DRANEY JR	7130437	215472473
Title Policy	\$55.00	30041	GA	CUMMING	1570 VICTORIA WALK	JAMES C DEUSCHLE	7129605	215472168
Mortgage/DOT	\$55.00	30041	GA	CUMMING	1570 VICTORIA WALK	JAMES C DEUSCHLE	7129605	215472168
Title Policy	\$55.00	31093	GA	WARNER ROBINS	101 GAWIN DR	BOBBIE B BROWNING	3327500	215468711
Mortgage/DOT	\$55.00	31093	GA	WARNER ROBINS	101 GAWIN DR	BOBBIE B BROWNING	3327500	215468711
Title Policy	\$55.00	77345	×	KINGWOOD	2014 HICKORY PARK DR	CRAIG HENRICHSEN	0263205874	263205874
Mortgage/DOT	\$55.00	77345	×	KINGWOOD	2014 HICKORY PARK DR	CRAIG HENRICHSEN	0263205874	263205874
Title Policy	\$55.00	78414	¥	CORPUS CHRISTI	6801 WINDFILLED CIRCLE	GILBERT DELGADILLO	0263136947	263136947
Mortgage/DOT	\$55.00	78414	Χ	CORPUS CHRISTI	6801 WINDFILLED CIRCLE	GILBERT DELGADILLO	0263136947	263136947
Title Policy	\$55.00	21222	MD	DUNDALK	8548 KAVANAGH RD	CHARLES R BROGAN JR	3353348	215472481
Mortgage/DOT	\$55.00	21222	MD	DUNDALK	8548 KAVANAGH RD	CHARLES R BROGAN JR	3353348	215472481
Mortgage/DOT	\$55.00	92506	CA	RIVERSIDE	1505 COUNTRY CLUB DR	JOHN H ENSEY	3360235	215472374
Title Policy	\$55.00	97756	OR.	REDMOND	726 NW BIRCH AVE	GREGORY T GILE	3329569	215472093
Title Policy	\$55.00	30457	GA	SOPERTON	1799 HARLEY LANE	CHRISTOPHER L DICKENS	3380568	215470568
Mortgage/DOT	\$55.00	30457	GA	SOPERTON	1799 HARLEY LANE	CHRISTOPHER L DICKENS	3380568	215470568
Mortgage/DOT	\$55.00	77009	×	HOUSTON	825 W MELWOOD ST	JOHN WHITESIDE	50851404	215442831
Title Policy	\$55.00	77005	×	HOUSTON	4225 EMORY AVENUE	KIRK D TOWNS	209750	263025819
Mortgage/DOT	\$55.00	77005	×	HOUSTON	4225 EMORY AVENUE	KIRK D TOWNS	209750	263025819
Title Policy	\$55.00	77005	××	HOUSTON	6342 BELMONT	MICHAEL JONES	209806	262973621
Mortgage/DOT	\$55.00	77005	×	HOUSTON	6342 BELMONT	MICHAEL JONES	209806	262973621
Title Policy	\$55.00	77401	×	BELLAIRE	5110 CHESTNUT ST	JAMES V DUCOTE	209748	262826332
Mortgage/DOT	\$55.00	77401	×	BELLAIRE	5110 CHESTNUT ST	JAMES V DUCOTE	209748	262826332
Title Policy	\$55.00	77056	₹	HOUSTON	5100 SAN FELIPE ST #362E	ROBERT PEISER	209753	262715071
Mortgage/DOT	\$55.00	77056	X	HOUSTON	5100 SAN FELIPE ST #362E	ROBERT PEISER	209753	262715071
Title Policy	\$55.00	78606	×	BLANCO	1072 RANCH RD 1888	GARY K LUKER	209665	262037419
Mortgage/DOT	\$55.00	78606	X	BLANCO	1072 RANCH RD 1888	GARY K LUKER	209665	262037419
Mortgage/DOT	\$55.00	77401	Χ	BELLAIRE	5311 BRAEBURN DRIVE	ROBERT N WEINBERGER	209433	261082887
Title Policy	\$55.00	77094	Χ	HOUSTON	906 CHINQUAPIN PLACE	JOHN MCVANEY	209845	263215907
Mortgage/DOT	\$55.00	77094	X	HOUSTON	906 CHINQUAPIN PLACE	JOHN MCVANEY	209845	263215907
Title Policy	\$55.00	77008	×	HOUSTON	1447 ALLSTON STREET	KATRINA GWINN	209773	263143752
Mortgage/DOT	\$55.00	77008	×	HOUSTON	1447 ALLSTON STREET	KATRINA GWINN	209773	263143752
Title Policy	\$55.00	77008	X	HOUSTON	2519 OXFORD STREET	RANELLE RANDLES	209164	263113797
Mortgage/DOT	\$55.00	77008	×	HOUSTON	2519 OXFORD STREET	RANELLE RANDLES	209164	263113797
Title Policy	\$55.00	78382	Ζ×	ROCKPORT	1231 S MAGNOLIA ST	WILLIAM H ADAMS	209774	263025728
Mortgage/DOT	\$55.00	78382	Ζ	ROCKPORT	1231 S MAGNOLIA ST	WILLIAM H ADAMS	209774	263025728
Title Policy	\$55.00	77004	۲×	HOUSTON	4822 AUSTIN STREET	ALFRED P DETTWILER	209689	262729858

Listed below are the invoices for post funding adjustments. The funding adjustments can include but are not limited to changes in Price, SRP, Fees, Unpaid Principal Balance, Loan Amount, First Payment Due, Product, P&I Payment and Term.

CHANGED EBOM 00 00625 TO 08 40625	\$2,732.66 7/30/2009	9/4/2009	Funding Adjustment	GRIFFIS		215469545 3325979
WF# 0215469545 CLIENT# 3325979 NET PRICE						
PRICE CHANGED FROM 99.59375 TO 96.843750	\$8,997.07 11/2/2009	12/4/2009	Funding Adjustment	MILAM	3325036	215213281 3325036
LOAN NOT CHARGED FFOR LP CAUTION FEE NET						
WF# 0215213281 CLIENT# 3325036 FUND DT 7/16/09						
CHANGED FROM 98.7500 TO 101.000	\$748.71 11/2/2009	12/4/2009	Funding Adjustment	NORDGREN	7124386	214145401 7124386
INCORRECT ADJUSTMENT FOR LTV/FICO NET PIRCE	***************************************		***************************************			
WF# 0214145401 CLIENT# 7124386 FUND DT 5/20/09						
Date   Comments	Billed Date   Total Amount Due   Adjustment Date	Silled Date   Total Am		Loan Number   Client Loan Number   Borrower Last Name   Billing Type	Client Loan Number	Loan Number

Total

\$12,478.44

Repurchase issues: FHLMC calculated a total debt-to-income ratio (TDTI) of 51%. Based off a qualifying income of \$3,191, other monthly debts of \$324, and subject PITI of \$1,316. The TDTI calculated by the LP 7/24/2007 Caution A-Minus offering was 39%. Increase	7/24/2007	B Conv	\$59,180.98 Conv	10/20/2009	REO Makewhole	CATHCART	205257397 230301806699	205257397
Loan met early payment default criteria for indemnification. Criteria for EPD indemnification: Borrower became 90 days delinquent on one of the first four payments due Wells Fargo Home Mortgage. Billing client for the expense fee, SRP and premium pricin	2/3/2009	Conv	\$2,011.65 Conv	9/4/2009	Early Payment Default	MAVROULIS	2482517	211501879 2482517
Repurchase issues: The employment/income of the borrowers was not accurately verified. Loan was sold to an alternate investor. Received price of 45.5% Billing lender for the loss of \$277,618.87 (54.5%) plus the SRP 1/3/2008 of \$5,348.62.	1/3/2008 o	Conv	\$282,967.49 Conv	7/20/2009	Capital Market Loss	MAY	1943360	172977548 1943360
Repurchase issues: the borrower, Don Gilbert, separated employment with Fowler Pest Control in November of 2007, the month before the loan funded to Wells Fargo.credit and income. Property was sold in the Short 1/2/2008 Sale process. Billing lender for the loss	1/2/2008 S	4 Conv	\$131,664.74 Conv	7/6/2009	REO Makewhole	GILBERT	1913076	173041625 1913076
Comments	pe Funded Date	Loan Ty	Total Amount Due Loan Type Funded Date	Billed Date	Billing Detail	Borrower Last Name	Loan Number   Client Loan Number   Borrower Last Name	Loan Number

Total

\$475,824.86

Listed below are Manufactured Home Title Curative Expenses. T Wells Fargo incurred these expenses and/or losses in order to cure a title defect associated with a Manufactured Home loan(s) we purchased from you.

6/9/2006	\$135.00	10/6/2009	201748712 ENRIQUEZJR
6/2/2006	\$1,324.38	10/6/2009	201700168 GIMBERT
4/25/2006	\$50.00	10/6/2009	201318979 WHITE
12/23/2005	\$185.00	10/6/2009	200126175 NASIR
7/24/2006	\$50.00	9/4/2009	202244612 OSBURN
4/13/2006	\$1,616.50	9/4/2009	201086741 ROBERTS
7/14/2006	\$275.00	8/6/2009	201955556 WEBB
4/11/2006	\$100.00	8/6/2009	201180742 DUKE SR
3/16/2006	\$1,051.25	8/6/2009	200853489 BURROW
3/13/2006	\$27.50	8/6/2009	200810034 HARDY
3/13/2006	\$584.00	8/6/2009	200810034 HARDY
3/8/2006	\$235.00	8/6/2009	200725489 JOHNSON
3/29/2005	\$200.00	8/6/2009	197101256 TUCKER
12/21/2005	\$650.00	11/5/2009	200002699 PARTON
Funded Date	Billed Date   Total Amount Duc   Funded Date	Billed Date	[Loan Number] : Borrower Last Name

Total

\$6,483.63

198583718	205992282	206178253		Loan Number	
				Client Loan Number	
COX	FORD	Hammon Jr		Loan Number   Client Loan Number   Borrower Last Name   Billed Date   Total Amount Due	
2/4/2010	1/7/2010	9/4/2009		Billed Date	
\$150.00	\$100.00	\$125.00 Fargo		<b>Total Amount Due</b>	
\$150.00 Title Curative	\$100.00 Title Curative	Fargo	Attorneys fee for preparing a Deed from FHLMC to Wells	Comments	

Total

\$375.00

Listed below are MERS Registration Penalties owed Wells Fargo.

263152365 0263152365 1000295	260868914 0260868914 1000295	WF Loan #   Lender Loan #
100029500034374805   5914 VALLEY FORGE DRIVE #162	100029500033224456   9314 GRANBURY CT	MIN #
Y FORGE DRIVE #162	BURY CT jC	Address
HOUSTON TX	CYPRESS  TX	City
		State
77057	77433	Zip
\$25.00	\$25.00	Amount Charged
11/5/2009	8/6/2009	Billed Date
8/5/2009	4/30/2009	Billed Date   Funding Date

Total

\$50.00

0.1875 Mandatory	30 FNMA	\$738,000.00	\$1,921,200.00	8/19/2009	0.05 Agency	\$1,383.75	9/4/2009	Pairoff	50612932
1 Mandatory	30 FNMA	\$463,115.10	\$1,476,656.00	8/19/2009	0.05 Agency	\$4,631.15	9/4/2009	Pairoff	50617410
0.15625 Mandatory	30 FNMA	\$359,678.13	\$2,075,850.00	8/19/2009	0.05 Agency	\$562.00	9/4/2009	Pairoff	50619263
0.25 Mandatory	30 fnma	\$533,850.00	\$882,350.00	8/27/2009	0.06 Agency	\$1,334.63	9/4/2009	Pairoff	50612254
0.353125 Mandatory	30 FNMA	\$382,000.00	\$686,000.00	8/19/2009	0.055 Agency	\$1,348.94	9/4/2009	Pairoff	50629859
0.03125 Mandatory	15 FNMA	\$1,465,300.00	\$1,465,300.00	8/19/2009	0.04 Agency	\$457.91	9/4/2009	Pairoff	50629855
0.46875 Mandatory	15 FNMA	\$514,800.00	\$3,038,850.00	8/19/2009	0.04 Agency	\$2,413.13	9/4/2009	Pairoff	50630147
0.625 Mandatory	15 FNMA	\$369,459.74	\$1,018,800.00	8/19/2009	0.045 Agency	\$2,309.12	9/4/2009	Pairoff	50617406
0.8125 Mandatory	20 fnma	\$425,000.00	\$531,400.00	8/27/2009	0.045 Agency	\$3,453.13	9/4/2009	Pairoff	50630150
1.25 Mandatory	20 fnma	\$255,000.00	\$255,000.00	8/27/2009	0.045 Agency	\$3,187.50	9/4/2009	Pairoff	50617407
0.59375 Mandatory	30 FNMA	\$466,900.00	\$1,142,450.00	8/19/2009	0.055 Agency	\$2,722.22	9/4/2009	Pairoff	50617411
0.0625 Mandatory	30 FNMA	\$1,734,476.36	\$1,964,200.00	8/19/2009	0.045 Agency	\$1,084.05	9/4/2009	Pairoff	50612931
0.125 Mandatory	30 fnma	\$3,448,550.00	\$3,448,500.00	8/27/2009	0.045 Agency	\$4,310.69	9/4/2009	Pairoff	50629857
0.0625 Mandatory	15 fnma	\$410,000.00	\$410,000.00	8/27/2009	0.045 Agency	\$256.25	9/4/2009	Pairoff	50629856
0.34375 Mandatory	15 fnma	\$473,400.00	\$1,675,650.00	8/27/2009	0.045 Agency	\$1,627.31	9/4/2009	Pairoff	50630148
1.3125 Mandatory	30 fnma	\$698,821.55	\$1,800,900.00	8/27/2009	0.045 Agency	\$9,172.03	9/4/2009	Pairoff	50617409
0.28125 Mandatory	30 fnma	\$118,000.00	\$118,000.00	8/27/2009	0.045 Agency	\$331.88	9/4/2009	Pairoff	50612253
1.84375 Mandatory	30 fnma	\$397,625.47	\$813,500.00	8/27/2009	0.04 Agency	\$7,331.22	9/4/2009	Pairoff	50617408
0.09375 Mandatory	30 fnma	\$737,000.00	\$737,000.00	8/27/2009	0.04 Agency	\$690.94	9/4/2009	Pairoff	50612930
0.5 Mandatory	30 fnma	\$70,350.00	\$428,100.00	8/27/2009	0.06 Agency	\$351.75	9/4/2009	Pairoff	50619265
0.71875 Mandatory	15 FNMA	\$184,755.31	\$883,750.00	8/19/2009	0.04 Agency	\$1,327.93	9/4/2009	Pairoff	50617405
0.28125 Mandatory	30 fnma	\$233,644.86	\$1,921,200.00	8/27/2009	0.05 Agency	\$657.13	9/4/2009	Pairoff	50612932
0.15625 Mandatory	30 fnma	\$304,000.00	\$686,000.00	8/27/2009	0.055 Agency	\$475.00	9/4/2009	Pairoff	50629859
0.125 Mandatory	30 fnma	\$385,000.00	\$385,000.00	8/27/2009	0.06 Agency	\$481.25	9/4/2009	Pairoff	50629860
3.3125 Mandatory	30 fnma	\$60,750.00	\$2,015,700.00	7/22/2009	0.06 Agency	\$1,300.64	8/6/2009	Pairoff	50591976
Rate Program	an Term Type	Pairoff Amount Loa	Commitment Amount   Pairoff Amount   Loan Term	Price Line Date	Interest Rate Program	Total Amount Due	e Billed Date	Billing Type	Number
Market Pairoff   Commitment	Comm Loan M								Commitment

The item listed is for a payment that has not been received by New Loan Reconciliation and we have completed a provisional credit/advance to remove the mortgagor from the situation.

215209263	215209933	Loan Number (
3146459 MEAD	3317239 Viens	Client Loan Number
MEAD	Viens	Loan Number   Client Loan Number   Borrower Last Name   Total Amount Due   Billed Date
\$1,200.00	\$2,278.18	Total Amount Due
2/4/2010	\$2,278.18 10/6/2009	Billed Date

Total

\$3,478.18

Loa		
n Number		
Number	Client Loan	
Borrower Last Name		
Billed Date		
Repurchase Price		
Balance	Unpaid Principle	
Due	Payment	Next
Loan Status		1. 1.
Loan Type		
Funded Date		
Comments		
	an Status   Loan Type   Funded Date	Payment   Paymen

Total

\$222,867.38

a system calculation. Please refer to the Purchase Advice and review the escrow balance field. The escrow balance field was added to your total Date' field, escrow funds are due Wells Fargo as a result of an escrow deficiency which occurred during the purchase of the loan. Wells Fargo has calculated the total amount due. 2) If there is an amount in the 'Purchase Advice Discrepancy' field, Wells Fargo funded this loan incorrectly due to wire, however, escrow funds should have been netted from the total wire. Wells Fargo has calculated the total amount due, which includes the The loans identified below are the result of one of two scenarios. 1) If there is an amount in the 'Amount of Escrow Funds Received on Funded

209225465 2438050700	Loan Number
2438050700	Client Loan Number
CROSS	Loan Number   Client Loan Number   Borrower Last Name   Billed Date   Net Amount Due   Actual Ar
7/6/2009	Billed Date 1
\$11.94	Net Amount Due
\$3,111.75	nt Funded
\$3,123.69	Correct Escrow Amt
9/26/2008	Funded Date

Total

\$11.94

Truth-in-Lending Discrepancy premiums due are the result of the Mortgage Insurance premiums being disclosed incorrectly on the final Truth-in-Lending statement. For this reason, Wells Fargo Funding, Inc. is required to pay the monthly premium to HUD and cannot charge the premium to the mortgagor. The

1/7/2010	12/1/2017	\$3,082.59	LORENZO GERALD	865282	72771661
1/7/2010	11/2011	15.603,51	EBIC BENDEB	1468111	201254273
1/7/2010	11/2011	\$1.089\$	MARK COFFEY	1092188	201254364
Billed Date	Final Hud Billing Date	Total Charge	Borrower Name	Client Loan #	# ueo7

\$4,366.22

**Total** 

The following loan(s) either did not close, was returned, or funded and the underwriting fee was not collected at the time of purchase. An underwriting fee(s) has been assessed in accordance with Sections 500.04 and 800.01 of the Wells Fargo Funding Seller Guide. Please notify your client billing contact if you identify any of the loans shown below as construction loans.

263461808	263445835 263445835	263375313.209910	263364804 209688	263295099 209747	263294753	263266066	263224909	263216095	263042194 209696	263012049 209727	262973456 209742	262973381 209764	262972904 209757	262893803 209596	262492705 262492705	261930366 209657	261690424 209375	261653679 209290	261487656 209415	261126205:209445	181284688 209254	181169467 209165	181086836 209075	180903031 19318	262973811 209817	263068082 3403560	262931363 209597	262843378 3381055	262826761 3385767	181375833 209133	260674205 209113	260289327	Loan Number   Client Loan Number
CAVINS	MILLER	HALEY	TRAN	STOMINSKI	CERVENKA	WEINSTOCK	SILVANO	GOLUB	DOTSON JR	LAWRENCE	PELTIER	KANE	SCHWIND	MCQUEEN HALL	JENKINS	SMELSER	BROLLIER	LAWRENCE	ANDERSON	НО	MALLYNN	MORROW	KHOZIAEVA	CHAPMAN	HRICIK	HESSE	PHAN	CAULFIELD	MCQUEN	DOW	CHAMBERS	ISON	oer Bomower⊯ast≀Name
9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	9/4/2009	8/6/2009	7/6/2009	7/6/2009	7/6/2009	7/6/2009	7/6/2009	7/6/2009	7/6/2009	Billed Date
\$100.00 Non Conforming   Wells Fargo		\$100.00 Non Conforming Wells Fargo	\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming Wells Fargo	\$100.00 Non Conforming Wells Fargo	\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming Wells Fargo		\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming Wells Fargo	\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming Wells Fargo	\$100.00 Non Conforming Wells Fargo		\$100.00 Non Conforming   Wells Fargo	\$100.00 Non Conforming   Wells Fargo			\$250.00 Non Conforming   Contract Underwriting	ning	\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming Contract Underwriting	\$100.00 Non Conforming   Wells Fargo	\$100.00 Non Conforming Wells Fargo	ning	\$100.00 Non Conforming   Wells Fargo	Total Amounts Contract Company				
8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/6/2009	8/5/2009	8/6/2009	8/6/2009	7/28/2009	6/29/2009	6/25/2009	6/10/2009	6/23/2009	6/18/2009	6/18/2009	6/22/2009	Underwriting Date

Total	
\$4,550.00	

			A STATE OF A CONTRACTOR AND	
263485807	BURLING	9/4/2009	\$100.00; Non Conforming : Wells Fargo	8/10/2009
263486433	NORTHCUTT	9/4/2009	\$100.00 Non Conforming Wells Fargo	8/6/2009
263498735	MOHRMANN	9/4/2009	\$100.00 Non Conforming Contract Underwriting	8/6/2009
263511305-3470965	SPINNER		\$100.00; Non Conforming ; Wells Fargo	8/6/2009
263512535	KENNER	٠	\$100.00 Non Conforming Contract Underwriting	8/10/2009
263521577	JONES		\$100.00 Non Conforming Wells Fargo	8/6/2009
263623316 209875	MAHONY	9/4/2009	\$100.00 Non Conforming Wells Fargo	8/6/2009
263631756 3468867	DAVIS	_ {	\$100.00 Non Conforming Wells Fargo	1
263709453	GAUTSCHY	9/4/2009	\$100.00 Non Conforming Wells Fargo	8/6/2009
263709578 209775	ROANE		\$100.00 Non Conforming   Wells Fargo	l
263754004 209940	SOVANY		\$100.00 Non Conforming   Wells Fargo	

Loan Number         Client Loan Number         Borrower Last Name         Billed Date         Total Amount Due         Tax_Install_Date         Tax_Base_Amt         Tax_Pen_Amt           210263372         2847074         CORCORAN         11/5/2009         \$318.29         01-Sep-08         \$0.00         \$318.29           210753588         2950688         LOGAN         12/4/2009         \$404.38         28-Nov-08         \$0.00         \$404.38
ban Number   Borrower Last Name   Billed Date   Total Amount Due   Tax   Ir   CORCORAN   11/5/2009   \$318.29   LOGAN   12/4/2009   \$404.38
1=1
1=1
1=1
1=1
1=1
1=1
1=1
Date         Tax_Base_Amt         Tax_Pen_Amt           ep-08         \$0.00         \$318.29           lov-08         \$0.00         \$404.38
Tax_Base_Amt   Tax_Pen_Amt \$0.00 \$318.29 \$0.00 \$404.38
Base Amt Tax Pen Amt \$0.00 \$318.29 \$0.00 \$404.38
Tax Pen_Amt \$318.29 \$404.38
Pen_Amt \$318.29 \$404.38
Amt 8.29 4.38

Total

\$722.67

209446061	210483848	Loan Numberen
20080612 MARIN	2861298 PARKER	Loan Numberent Loan Numtower Last N Repurchase Price hpaid Principle Balanext Payment
\$428,842.40	\$114,992.94	Repurchase Price hpa
\$411,529.03	\$97,838.87	aid Principle Balanext
11/1/2009 Delinquent Conv	1/1/2009 REO	
Conv	Conv	Loan Type
9/25/2008	12/3/2008	Di Loan Status Loan Type Funded Date
Borrower with the social security number xxx-xx-1607 was 9/25/2008 not located in the loan file.	Missing documentation to confirm rental income and assets 12/3/2008 totaling \$24,413.  Missing documentation: Income documents for the Co-	Comments

Total

\$543,835.34

Wells Fargo Funding, Inc. X2803-03C 4800 W Wabash Ave Springfield, IL 62711

# Repurchase, Indemnification, and Final Loss Analysis Invoice



### February 19, 2010

Lender ID: 10333 AS400 ID: 650 Repurchase Contact: Phone Number:

Brian Fricke (217) 547-8616

Fax Number:

(217) 547-8025

Email Address:

brian.m.fricke@wellsfargo.com

Taylor, Bean & Whitaker Mortgage Corp

3915 Premier North Drive

Tampa, FL 33618

**Attn: Steve Wessels** 

5915 Premier North Drive

Sales Manager:

Eddie Bean

Phone Number:

(704) 643-0627

Client Relations Representative:

Kathy Bachman

Phone Number:

(800) 832-1298

# Repurchase Request(s)

Required Action:	Repurchase	Current UPB:	\$221,221.19	Comments/Reason:
Type:	Conforming	Interest:	\$1,013.93	Repurchase Issues: Loan funded 5.75%
Reason:	-	Escrow Advance:	րվ⊫ <sub>(\$</sub> \$52.23	Modified w/ rate of 5.5%.
Client Loan #:	7117439	SRP:	\$80.03	<u></u>
WFHM Loan #:	213688617	Premium Pricing:	\$0.00	
: Borrower :	FRASER-ORR	PMI/MIP Fee:	\$0.00	
Street Address:	577 HWY 1085	Late Fee(s):	\$0.00	
City, State, Zip:	MADISONVILLE, LA	70447 NSF Fee(s):	\$0.00	!
Loan Type:	Conv	Attorney Fee(s):	p <b>\$0.00</b> , ∖	
Loan Insured:	Yes	Inspection Fee(s):	1:,\$0.00	
203K Loan:	No	Credit/Misc fee(s):	\$0.00	!
Interest Rate:	5.5	Total Repurchase Amount:	\$222,867.38	:
Servicing Status:	Current			;
Funded D	ate: 5/13/2009	Initial Billed Date:	11/19/2009	**This repurchase has been billed for 92 days.
First Pmt Due WF	HM: 6/1/2009	Repurchase Funds	2/1/2010	Please remit funds immediately.
Next Pmt Due WF	HM: 2/1/2010	effective through:	2/1/2010	!
•				<u>,</u>

# 1 Outstanding Repurchase(s) Totaling

\$222,867.38

# Indemnification Request(s)

			• •	•
Required Action	n: Indemnification	Funded Date:	1/2/2008	Comments/Reason:
Туј	pe: Conforming	First Pmt Due WFHM:	10/1/2007	Repurchase issues: the borrower, Don
Indem Ty	pe: REO Makewhole	Next Pmt Due WFHM:	2/1/2008	Gilbert, separated employment with Fowler Pest Control in November of 2007, the
Invest	or: WELLS			month before the loan funded to Wells
Client Loan	#: 1913076	•		Fargo.credit and income. Property was sold in the Short Sale process. Billing lender for
WFHM Loan	#: 173041625			the loss of \$131,664.74. Loan was a
Borrowe	er: GILBERT	•	of which	previous indem. The SRP of 4708.19 was paid on 5/14/08.
Street Addres	ss: 38810 COBBLESTO	ONE CIRCLE Expense Fee:	\$131,664.74	paid 011 0/ 14/00.
City, State, Z	ip: MURRIETA, CA 92	563 SRP Due:	\$0.00	**Please note: Additional costs/credits that
i Loan Tyr	e: Conv	Total Indemnification Amount:	<u>\$131,664.74</u>	Wells Fargo is not aware of at this time may not be reflected in this make whole.
Loan Insure	ed: No	Initial Billed Date:	7/6/2009	
203K Loa	in: No	Date Funds Due:	Immediately	**This indemnification has been billed 228 days.
Interest Ra	te: 6.625		• •	Please remit funds immediately.

report Passers 2.2. a translation of the

Comments/Reason: **Funded Date:** 1/3/2008 Required Action: Indemnification Repurchase issues: The 10/1/2007 Type: Non-Conforming First Pmt Due WFHM: employment/income of the borrowers was Indem Type: Capital Market Loss Next Pmt Due WEHMER GIRLD, 134/11/2008 (1) not accurately verified. Loan was sold to an alternate investor. Received price of 45.5% Investor: NPA SALE ត្រាខាល់ក្រ បាន់ស្ថិត ស៊ីម៉ូស 👀 Billing lender for the loss of \$277,618.87 Client Loan #: 1943360 (54.5%) plus the SRP of \$5,348.62. WFHM Loan #: 172977548 Borrower: MAY \$277.618.87 Expense Fee: Street Address: 3351 MONAGHAN STREET SRP Due: \$5,348.62 City, State, Zip: DUBLIN, CA 94568 **Total Indemnification Amount:** \$282,967.49 Loan Type: Conv Initial Billed Date: 7/20/2009 Loan Insured: No 203K Loan: No Date Funds Due: ∴Immediately \*\*This indemnification has been billed 214 Interest Rate: 7.25 Please remit funds immediately. Comments/Reason: **Funded Date:** Required Action: Indemnification 2/3/2009 Loan met early payment default criteria for Type: Conforming 3/1/2009 First Pmt Due WFHM: indemnification. Criteria for EPD Indem Type: Early Payment Default **Next Pmt Due WFHM:** 6/1/2009 indemnification: Borrower became 90 days delinquent on one of the first four payments Investor: due Wells Fargo Home Mortgage. Billing Client Loan #: 2482517 client for the expense fee, SRP and premium pricing. Reference section 305 of WFHM Loan #: 211501879 the Wells Fargo Funding Seller Guide. - 307 - 200 ( Borrower: MAVROULIS Expense Feet 111/9 \$1/500:00 Street Address: 302 OAK LANE CT . . , , , SRP Due: ுடி (பூ\$511.65 City, State, Zip: TOWSON, MD 21286 **Total Indemnification Amount:** Loan Type: Conv Loan Insured: Yes Initial Billed Date: 9/4/2009 Date Funds Due: 203K Loan: No **Immediately** \*\*This indemnification has been billed 168 days. Interest Rate: Please remit funds immediately.

11 1 1

3 Outstanding Indemnification(s) Totaling

\$416,643.88

712 - 25 Chames a Eu

\$639,511.26 **Statement of Account Total Due:** 

#### 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: Brian Fricke (X2803-03C)

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Wells Fargo Funding, Inc. X2803-03C 4800 W Wabash Ave Springfield, IL 62711

# Repurchase, Indemnification, and Final Loss Analysis Invoice



#### February 19, 2010

Lender ID: 13772 AS400 ID: 3553 Repurchase Contact: Phone Number: Fax Number: Brian Fricke (217) 547-8616 (217) 547-8025

Email Address:

brian.m.fricke@wellsfargo.com

Taylor, Bean & Whitaker Mortgage Corp

3915 Premier North Drive

Tampa, FL 33618

Attn: Steve Wessels

Sales Manager:

Eddie Bean

Phone Number:

(704) 643-0627

Client Relations Representative:

Kathy Bachman

Phone Number:

Charles Hall SN

(800) 832-1298

# Indemnification Request(s)

.**	Required Action:	Indemnification	Funded Date:	7/24/2007	Comments/Reason:
İ	Туре:	Conforming	First Pmt Due WFHM:	17/1/2007	Repurchase issues: FHLMC calculated a total debt-to-income ratio (TDTI) of 51%.
1	Indem Type:	REO Makewhole	Next Pmt Due WFHM:	3/1/2008	Based off a qualifying income of \$3,191,
	Investor:	FHLMC			other monthly debts of \$324, and subject PiTI of \$1,316. The TDTI calculated by the
1	Client Loan #:	230301806699			LP Caution A-Minus offering was 39%.
	WFHM Loan #:	205257397			Increase DTI is 12% over max allowed. Property was sold in the REO process.
!	Borrower:	CATHCART			Billing lender for an REO make whole of
:	Street Address:	7916 PENNSYLVANIA ST	' Expense Fee:	\$58 <sub>,</sub> 185,65	\$58,185.65 plus the SRP of \$995.33.
:	City, State, Zip:	DENVER, CO 80229	SRP Due:	\$0.00	**Please note: Additional costs/credits that Wells Fargo is not aware of at this time may
	Loan Type:	Conv Total In	idemnification Amount:	<b>\$</b> 59,180.98	not be reflected in this make whole.
;	Loan Insured:	No	Initial Billed Date:	10/20/2009	
į	203K Loan:	No	Date Funds Due:	Immediately	**This indemnification has been billed 122 days.
i	Interest Rate:	7			Please remit funds immediately.

Luis Cate

1 Outstanding Indemnification(s) Totaling

\$59,180.98

Statement of Account Total Due:

\$59,180.98

#### 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: Brian Fricke (X2803-03C)

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Wells Fargo Funding, Inc. X2803-03C

4800 W Wabash Ave Springfield, IL 62711

# **Client Billing Invoice**

Commitment Fees, Early Payoffs, Truth-in-Lending Discrepancies, Underwriting Fees, Escrow Deficiencies, Non MERS Penalties, File Return Fees. Final Doc Procurement Fees, File Copy Fees, Buydown Fees, and Tax Penalties



February 19, 2010

Lender ID:

13772

AS400 ID: 3553

Taylor, Bean & Whitaker Mortgage Corp

1417 North Magnolia Ave

Ocala, FL 34475

Attn: Jim Starner

**Client Billing Contact:** 

Phone Number:

Brian Fricke (217) 547-8616

Fax Number:

(217) 547-8025

Email Address:

brian.m.fricke@wellsfargo.com

Sales Manager:

Eddie Bean

Phone Number:

(704) 643-0627

Client Relations Representative:

Kathy Bachman

Phone Number:

(800) 832-1298

#### Miscellaneous Fees

Please see individual billing item comments for a description of the fee being charged.

WFHM Loan #	Borrower's Last Name	Property Address		
Invoice Date	Client Loan #			Amount Due
206178253	Hammon Jr	1415 Thompson St, Houston, TX 77007	,	
9/4/2009			e De la Ace	\$125.00
Attorneys fee for pr	eparing a Deed from FHLMC		7 13 PAG	
		• .		
		The second secon		
		Total	Due for Miscellaneous Fees:	\$125.00

\*\*\*Payment due upon receipt of this invoice\*\*\*

**Statement of Account Total Due:** 

\$125.00

#### Remit Payment to:

Wiring Instructions:

Wells Fargo Bank, NA ABA No.: 121000248

Account Name: Wells Fargo Funding, Inc.

Account No.: 1080364

Phone Advice: Springfield Financial Processing Department

Mailing Address:

Wells Fargo Funding, Inc.

Financial Processing Department 13772

4800 W Wabash Ave Springfield, IL 62711

Attn: Brian Fricke (X2803-03C)

Wells Fargo Funding, Inc. X2803-03C

4800 W Wabash Ave Springfield, IL 62711

# Client Billing Invoice

Commitment Fees, Early Payoffs, Truth-in-Lending Discrepancies, Underwriting Fees, Escrow Deficiencies, Non MERS Penalties, File Return Fees, Final Doc Procurement Fees, File Copy Fees, Buydown Fees, and Tax Penalties



February 19, 2010

Lender ID:

10333

AS400 ID:

650

Client Billing Contact:

Phone Number:

Brian Fricke (217) 547-8616

Fax Number:

(217) 547-8025

Email Address:

brian.m.fricke@wellsfargo.com

Taylor, Bean & Whitaker Mortgage Corp

1417 North Magnolia Ave

Ocala, FL 34475

Attn: Jim Starner

Sales Manager:

Eddie Bean

Phone Number:

(704) 643-0627

Client Relations Representative:

Kathy Bachman

Phone Number:

(800) 832-1298

### **Early Payoffs**

In an effort to keep our Pricing and Service Release Premiums competitive, Wells Fargo requires reimbursement of the Service Release Premium (and premium pricing if applicable) on loans which prepaid shortly after purchase. The loan(s) below paid off and meet the requirements detailed in Section 305.06 of the Wells Fargo Funding, Seller Guide.

WFHM Loan # Invoice Date Client Loan #	Borrower Name Property Address	Payoff Balance. First Payment Due WFHM  Date Loan Funded Next Payment Due WFHM  Date Loan Pooled Date Loan Paid in Full	SRP Premium Pricing	Amount Due
263296816 10/6/2009 0263296816	PHILLIP CLOSMANN 4701 COLORADO CROSSIN AUSTIN TX 78731	\$417,000.00 9/1/2009 7/24/2009 10/1/2009 8/3/2009 9/28/2009	\$8,340.00 \$0.00	\$8,340.00
•		Total Due for i	Early Payoffs:	\$8,340.00

# **Underwriting Fees**

The following loan(s) either did not close, was returned, or funded and the underwriting fee was not collected at the time of purchase. An underwriting fee(s) has been assessed in accordance with Sections 500.04 and 800.01 of your Wells Fargo Funding Seller Guide.

262931363 7/6/2009	209597	Non Conforming FWD	Contract Underwriting 6/25/2009	PHAN	11344 HIGHWAY 359 MATHIS	\$100.00
262843378 7/6/2009	3381055	Non Conforming FWD	Contract Underwriting 6/10/2009	CAULFIELD	27100 PERDIDO BEACH BLVD ORANGE BEACH	\$100.00
262826761 7/6/2009	3385767	Non Conforming FWD	Walls Fargo : 6/23/2009 : .	MCQUENAY	931 WEST BEACH BLVD 807 GULF SHORES	\$100.00
181375833 7/6/2009	209133	Non Conforming FWD	Wells Fargo: 6/18/2009	DOW 1.0	5135 S BRAESWOOD HOUSTON	\$100.00
260674205 7/6/2009	209113	Non Conforming FWD	Wells Fargo 6/18/2009	CHAMBERS	11809 WESTMERE DRIVE HOUSTON	\$100.00
volce Date	Commitment #	Commitment Type	Date Underwritten	***************************************		Amount Due
FHM Loan #	Client Loan #	Program	Underwritten By	Borrower's Name	Property Address	

263068082 7/6/2009	3403560	Non Conforming FWD		author op 1 Eafter Hesse	517 EAST BEACH BLVD 8A GULF SHORES	\$100.00
260289327 7/6/2009		Non Conforming FWD	Wells Fargo 6/22/2009	ISON	204 ROYAL GEORGE CIRCLE MCQUEENEY	\$100.00
262973811 8/6/2009	209817	Non Conforming FWD	Contract Underwriting 7/28/2009	HRICIK	1951 WELCH STREET HOUSTON	\$250.00
181169467 9/4/2009	209165	Non Conforming FWD	Wells Fargo 8/5/2009	MORROW	2412 LOHMAN FORD ROAD LAGO VISTA	\$100.00
262972904 9/4/2009	209757	Non Conforming FWD	00,943 Wells Fargo 8/6/2009	SCHWIND	2443 PELHAM DRIVE HOUSTON	\$100.00
262893803 9/4/2009	209596	Non Conforming FWD	Contract Underwriting 8/6/2009	MCQUEEN HALL	703 CHELSEA BOULEVARD HOUSTON	\$100.00
262492705 9/4/2009	262492705	Non Conforming FWD	Contract Underwriting 8/6/2009	JENKINS	1005 SOUTH SHEPHERD DRI HOUSTON	\$100.00
261930366 9/4/2009	209657	Non Conforming FWD		SMELSER	32169 TWO CREEKS CROSSI HEMPSTEAD	\$100.00
261690424 9/4/2009	209375	Non Conforming FWD	Contract Underwriting 8/6/2009	BROLLIER	5794 DOLIVER HOUSTON	\$100.00
261653679 9/4/2009	209290	Non Conforming FWD	Wells Fargo 8/6/2009	LAWRENCE	3642 MARONEAL STREET HOUSTON	\$100.00
261487656 9/4/2009	209415	Non Conforming FWD	Wells Fargo 8/6/2009	ANDERSON	163 LAKE BEND MC QUEENEY	\$100.00
262973456 9/4/2009	209742	Non Conforming FWD	Wells Fargo 8/6/2009	PELTIER	2800 HARVEST HILL COURT FRIENDSWOOD	\$100.00
181284688 9/4/2009	209254	Non Conforming FWD	Wells Fargo 8/6/2009	MALLYNN	3830 SADDLE HORN CT MANVEL	\$100.00
263012049 9/4/2009	209727	Non Conforming FWD	Wells Fargo 8/6/2009	LAWRENCE	2225 A POTOMAC DRIVE HOUSTON	\$100.00
181086836 9/4/2009	209075	Non Conforming FWD	Wells Fargo 8/6/2009	KHOZIAEVA	4212 DARTMOUTH STREET HOUSTON	\$100.00
180903031 9/4/2009	19318	Non Conforming FWD	Wells Fargo 8/6/2009	CHAPMAN	6206 SHADOW MOUNTAIN C AUSTIN	\$100.00
261126205 9/4/2009	209445	Non Conforming FWD	Contract Underwriting	НО	310 CRESTWOOD DRIVE HOUSTON	\$100.00
263461808 9/4/2009		Non Conforming FWD	Wells Fargo 8/6/2009	CAVINS	1326 LAKE POINTE PARKWA SUGAR LAND	\$100.00
263709578 9/4/2009	209775	Non Conforming FWD	Wells Fargo 8/6/2009	ROANE	1306A POTOMAC DRIVE HOUSTON	\$100.00

Please Include a copy of this statement with your payment. Thank you for doing business with Wells Fargo Funding, Inc.
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263709453 9/4/2009		Non Conforming FWD	Wells Fargo 8/6/2009	GAUTSCHY	907 SPRINGHAVEN COURT KATY	\$100.00
263631756 9/4/2009	3468867	Non Conforming FWD	Wells Fargo 8/6/2009	DAVIS	1432 W 24TH ST HOUSTON	\$100.00
263623316 9/4/2009	209875	Non Conforming FWD	Wells Fargo 8/6/2009	MAHONY	6706 WALEBRIDGE LANE AUSTIN	\$100.00
263521577 9/4/2009		Non Conforming FWD	Wells Fargo 8/6/2009	JONES	878 CEDAR LANE LIVINGSTON	\$100.00
263512535 9/4/2009		Non Conforming FWD	Contract Underwriting 8/10/2009	KENNER	14206 BURGOYNE ROAD HOUSTON	\$100.00
263511305 9/4/2009	3470965	Non Conforming FWD	Wells Fargo 8/6/2009	SPINNER	4716 WILLOW ST BELLAIRE	\$100.00
263498735 9/4/2009		Non Conforming FWD	ontract Underwriting 8/6/2009	MOHRMANN	10018 LYNBROOK DRIVE HOUSTON	\$100.00
262973381 9/4/2009	209764	Non Conforming FWD	Wells Fargo 8/6/2009	KANE	724 HIGHLAND STREET HOUSTON	\$100.00
263485807 9/4/2009		Non Conforming FWD	Wells Fargo 8/10/2009	BURLING	10333 SHADOW OAKS DR HOUSTON	\$100.00
263754004 9/4/2009	209940	Non Conforming FWD	Wells Fargo 8/6/2009	SOVANY	4324 BETTY ST BELLAIRE	\$100.00
263445835 9/4/2009	263445835	Non Conforming FWD	Wells Fargo 8/6/2009	MILLER	3379 MARONEAL STREET HOUSTON	\$100.00
263375313 9/4/2009	209910	Non Conforming FWD	Wells Fargo , 8/6/2009	HALEY	825 BAYLAND AVENUE HOUSTON	\$100.00
263364804 9/4/2009	209688	Non Conforming FWD	Contract Underwriting 8/6/2009	TRAN	2014 OVERVIEW LN GARLAND	\$100.00
263295099 9/4/2009	209747	Non Conforming FWD	Contract Underwriting	STOMINSKI MC1 11 A.A.	28703 SAPPHIRE CIRCLE MAGNOLIA	\$100.00
263294753 9/4/2009		Non Conforming FWD	Contract Underwriting 8/6/2009	CERVENKA	1330 VASSAR ST HOUSTON	\$100.00
263266066 9/4/2009		Non Conforming FWD	Wells Fargo 8/6/2009	WEINSTOCK	4930 GLENMEADOW DRIVE HOUSTON	\$100.00
263224909 9/4/2009		Non Conforming FWD	Wells Fargo 8/6/2009	SILVANO	3326 NE 17TH COURT FT LAUDERDALE	\$100.00
263216095 9/4/2009		Non Conforming FWD	Contract Underwriting 8/6/2009	GOLUB	5100 SAN FELIPE STREET N HOUSTON	\$100.00
263042194 9/4/2009	209696	Non Conforming FWD	Wells Fargo 8/6/2009	DOTSON JR	2711 LAKECREST DRIVE PEARLAND	\$100.00

Committee (Committee)

Please include a copy of this statement with your payment. Thank you for doing business with Wells Fargo Funding, Inc. \*\*\*Wells Fargo Confidential\*\*\*

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9/4/2009	No	n Conforming FWD	Wells Fargo 8/6/2009	NORTHCUTT	13523 AS HOUSTO	SHOGLEN LAN IN	\$100.00
				Total Due	for Underv	riting Fees:	\$4,550.00
			Early	Payoffs			
Premium (and p	eep our Pricing and Ser remium pricing if applic etailed in Section 305.00	able) on loans	s which prepaid	shortly after purchase	quires reimbu . The loan(s)	rsement of the below paid of	e Service Release f and meet the
WFHM Loan #	Borrower Nam	ne !	Payoff Balanc	e First Paymer	t Due WFHM	SRP	
Invoice Date	Property Addre		Date Loan Fund		nt Due WFHM	Premium Pri	cing
Client Loan #			Date Loan Poo	led Date Loan	Paid in Full		Amount Du
263296816	PHILLIP CLOSMA	ANN	\$417,000.00	9/1/2	009	\$8,340.00	
10/6/2009	4701 COLORADO	CROSSIN	7/24/2009	10/1/2	2009	\$0.00	
0263296816	AUSTIN	TX 78731	8/3/2009	9/28/	2009		\$8,340.00
unded Date' field	ed below are the result d, escrow funds are due	e Wells Fargo	scenarios. 1) If as a result of a	Deficiencies  there is an amount in a scrow deficiency w.	the 'Amount o	during the pur	ds Received on rchase of the loan.
unded Date' field /ells Fargo has d iis loan incorrect alance field was		e Wells Fargo ount due. 2) li culation. Pleas e, however, e	scenarios. 1) If as a result of an there is an amo e refer to the Po scrow funds sho for the escrow b	Deficiencies  there is an amount in a escrow deficiency wo bunt in the Purchase Advice and reputed have been netted alance.	the 'Amount o hich occurred Advice Discrep view the escre	of Escrow Fun during the pui pancy' field, W pw balance fle	ds Received on rchase of the loan. /ells Fargo funded eld. The escrow
unded Date' field /ells Fargo has d is loan incorrect alance field was	d, escrow funds are duc calculated the total amo tly due to a system calc added to your total wir	e Wells Fargo ount due. 2) li culation. Pleas e, however, e	scenarios. 1) If as a result of ar there is an amo e refer to the Po scrow funds sho for the escrow b	Deficiencies  there is an amount in a scrow deficiency wount in the Purchase our chase Advice and received have been netted	the 'Amount o hich occurred Advice Discrep view the escre	of Escrow Fun during the pui pancy' field, W pw balance fle	ds Received on rchase of the loan. /ells Fargo funded eld. The escrow
unded Date' field fells Fargo has d is loan incorrect alance field was e total amount d	d, escrow funds are duc calculated the total amo tly due to a system calc added to your total wir	e Wells Fargo ount due. 2) li culation. Pleas e, however, e	scenarios. 1) If as a result of ai there is an amove refer to the Poscrow funds sho for the escrow b	there is an amount in a escrow deficiency wount in the Purchase Aurice and reputed have been netted valance.	the 'Amount of hich occurred Advice Discrepiview the escrifrom the total	of Escrow Fun during the pu pancy' field, W ow balance fle wire. Wells F se Advice	ds Received on rchase of the loan. /ells Fargo funded eld. The escrow
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Listed below are Tax Penalties owed Wells Fargo. These fees are invoiced in accordance with Sections 560.06 through 560.07 of the Wells Fargo Funding Seller Guide.

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WFHM Loan #	Client Loan #	Borrower's Name	Tax Installment Date
Invoice Date	Funded Date	Property Address	Base Tax Amount
		The state of the s	Penalty Amount Amount Due
			- 10 , , 5 40 10 0 0 0 0 0

210263372	2847074	CORCORAN	9/1/2008	
11/5/2009	10/22/2008	806 W HACKBERRY DR, ARLINGTON HEIGHTS,	\$0.00	
			\$318.29	\$318.29
210753588	2950688	LOGAN	11/28/2008	
12/4/2009	11/26/2008	1168 PARK DRIVE, CASSELBERRY, FL 32707	\$0.00	
			\$404.38	\$404.38
		Total Due	for Tax Penalties:	\$722.67

# Miscellaneous Fees

Please see individual billing item comments for a description of the fee being charged.

WFHM Loan #	Borrower's Last Name	Property Address	
Invoice Date	Client Loan #		Amount Due
205992282	FORD	7088 RED MAPLE LANE, LITHONIA, GA 30058	\$100.00
1/7/2010 Title Curative	·		
0198583718	cox	2466. W 2580 NORTH, CLINTON, UT 84015	\$150.00
2/4/2010 Title Curative			
		The special of the second of t	
		Total Due for Miscellaneous Fees:	\$250.00

#### **Non MERS Penalties**

Listed below are MERS Registration Penalties owed Wells Fargo. These fees are invoiced in accordance with Sections 565.06(c) of the Wells Fargo Funding Seller Guide. If you have any questions or need further information, please contact the Post Closing Lender Relations Department at 800-825-9108 extension 58294, or contact your assigned Post Closing Lender Relations Analyst directly.

Invoice Date	Number of Loan	Penalty Month	Amount Due
8/6/2009	1	10333-April 2009 MERS	\$25.00
11/5/2009	1	10333-July 2009 MERS	\$25.00
		Total Due for Non MERS Penalties:	\$50.00

# **Final Doc Procurement Fees**

The following loan document(s) was/were not received in a timely manner and a procurement fee has been assessed in accordance with Sections 565.01 and 565.06 of the Wells Fargo Funding Seller Guide, if you have any questions or need further information, please contact the Post Closing Lender Relations Department at 800-825-9108 extension 58294, or contact your assigned Post Closing Lender Relations Analyst directly.

Invoice Date	Number of Loans	Penalty Month	Amount Due
8/6/2009	2	10333-July 2009 FD	\$110.00
9/4/2009	11	10333-August 2009 FD	\$545.00
10/6/2009	10	0333-September 2009 F	\$550.00
11/5/2009	12	10333-October 2009 FD	\$640.00
12/4/2009	14	0333-November 2009 FI	\$730.00
1/7/2010	14	0333-December 2009 FI	\$770.00
2/4/2010	8	10333-January 2010 FD	\$440.00
		Total Due for Final Doc Procurement Fees:	\$3,785.00

#### **FHA Disclosure Fees**

Truth-in-Lending Discrepancy premiums due are the result of the Mortgage Insurance premiums being disclosed incorrectly on the final Truth-in-Lending statement. For this reason, Wells Fargo Funding, Inc. is required to pay the monthly premium to HUD and cannot charge the premium to the mortgagor. The monthly amount will be billed each month until the premium is no longer required by HUD or the loan is paid in full. If you have any questions or need further information, please contact the New Loan Reconciliation Department at 800-832-1298, option #5. Traci Roderick is the contact within New Loan Reconciliation.

Invoice Date	Number of Loans	Penalty Month	Amount Due
1/7/2010	3	)333-December 2009 FH	\$4,366.22
		Total Due for FHA Disclosures:	\$4,366.22
		so kom an Domerka, ni in sp	
***Payment	due upon receipt of this invol	ice**** Statement of Account Total Due:	\$97,717.63

#### **Remit Payment to:**

#### Wiring Instructions:

Wells Fargo Bank, NA ABA No.: 121000248

Account Name: Wells Fargo Funding, Inc.

Account No.: 1080364

Phone Advice: Springfield Financial Processing Department

# **Mailing Address:**

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5 11 7 11 C

Wells Fargo Funding, Inc.
Financial Processing Department 10333
4800 W Wabash Ave

4800 W Wabash Ave Springfield, IL 62711

Attn. Brian Fricke (X2803-03C)

Service and Service on the service of the service o

time to time.



Loan Purchase Agreement	
This Loan Purchase Agreement, dated /2/10/03 corporation ("Wells Fargo") and /10/10/10 / Benu 5 White Law 1 a / 10/03 / Corporation (the "Seller"), in considerate Agreement and for other good and valuable consideration, sets forth sell to Wells Fargo and Wells Fargo agrees to purchase from the Se	the terms and conditions upon which the Seller agrees to
1. The Seller Guide.	7
The Seller has received and reviewed Wells Fargo's Wells Fargo F time, the "Seller Guide"). The parties agree that the Seller Guide al Amendments to this Agreement constitute the complete agreement Fargo and purchase by Wells Fargo from the Seller of residential M Purchase Agreement that is not otherwise defined shall have the m the Seller Guide from time to time upon written notice to the Seller of this Agreement and the provisions of the Seller Guide, the provisions	between the parties as to the sale by the Seller to Wells longage Loans. Any capitalized term used in this Loan leaning set forth in the Seller Guide. Wells Fargo may amend in the event of any express conflict between the provisions
2. Commitments	
The Seller may order Commitments from Wells Fargo in accordance Eligible Loan is defined below, which the Seller intends to sell to W will send the Seller a written Commitment Confirmation as set forth Guide requires Wells Fargo to purchase any Loan from the Seller of	in the Seller Guide. Nothing in this Agreement or the Seller
3. Eligible Mortgage loans	
Eligible Mortgage Loans are Mortgage Loans which satisfy all of the profile for the particular Eligible Mortgage Loan shown on the Com	e requirements contained in the Seller Guide and the product mitment.
4. Purchase Price	
The Purchase Price for each Eligible Mortgage Loan sold by the S Seller Guide. The Purchase Price will be shown on the Commitme Fargo agrees to guarantee the Purchase Price for the Eligible Mort Confirmation and the Seller agrees to close the Eligible Mortgage	ant Confirmation relating to the Engible Mongage Loan. Wells take I can for the time period shown on the Commitment
5. Penalties and Fees	
In the event the Seller does not comply with the loan delivery proc Wells Fargo the applicable late delivery, late correction or buyout Seller grants Wells Fargo the right of set-off and Wells Fargo may by the Seller under the terms of this Loan Purchase Agreement fro purchased by Wells Fargo from the Seller pursuant to this Loan P	deduct any fees, penalties or other sums owed to Wells Fargo om the Purchase Price for Eligible Mortgage Loans being
6. Popresentations and Warranties	

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

7. Specific Performance	
essence of this Loan Purchase Agreement and is mandalory Seller acknowledges and agrees that Wells Fargo shall be en Guide, to specific performance if the Seller fails to perform an adequately compensate Wells Fargo for its losses and Wells commitments with third parties. Upon the Seller's insolvency	commitments from the Seller and will without notice to the Seller, all delivery of the Mortgage Loans under each Commitment is the within the delivery period as set forth in the Seller Guide. The nittled, therefore, in addition to the remedies set forth in the Seller by of the Seller's commitments since money damages may not a Fargo may be unable to effect cover in order to satisfy its prepudiation or failure in Wells Fargo's sole judgment to perform its macts, order or seizure, or such other remedy as may be available to a loan belonging to the Seller which could qualify for sale to
8. Notices	
a. Send notices to the Seller to the attention of:  b. Send notices to Wells Fargo to the attention of:	ON Laukotka - VP Secondary MATKeting
Agreed to and Accepted by:	Agreed to and Accepted by:
By: Molley Conf.  (Seller)  (Signature of Officer)  (Printed Name and Title of Officer)	Wells Fargo Funding, Inc.  By:  (Signature of Officer)  Michael E. Wade, Senior Vivce President  (Printed Name and Title of Officer)
12-10-03	1/29/04
(Date)	(Date)

(Corporate Seal)



Secretary's Certification			
1, Lee B. Fare kAS (secretary's name)	Secretary of TAY Set,	Bearl & WhitAke	C. Morty Age Coup.
a Florida corporation, do l	hereby certify:		1
That Paul R. Allen empowered (signor's name)	as	(tite)	is
to execute documents binding the corporation with reg			•
withess my hand and sear of diffice this	_ day or	ans.	
		Secretary	

# WELLS FARGO FUNDING, INC. AMENDED AND RESTATED CONVENTIONAL DELEGATED UNDERWRITING AMENDMENT

This Conventional Delegated Underwriting Amendment (the "Amendment") is entered into this 26th day of April 2007 by and between Taylor, Bean, Whitaker Mortgage Corp. (the "Seller") and Wells Fargo Funding, Inc. ("Wells Fargo"), and replaces the Wells Fargo Funding, Inc. Conventional Delegated Underwriting Amendment dated July 26th, 2005

١.	The Agreement(s). The Seller and Wells Fargo have entered into (check the appropriate box(es)):
	Conventional Loan Purchase Agreement ("CLA") dated:
	□ Loan Purchase Agreement ("LPA") dated: 12/10/03
	Conventional Trade Assignment ("CTA") dated:
	pursuant to the terms of which, the Seller has agreed to sell to Wells Fargo and Wells Fargo has agreed to buy from the Seller Mortgage Loans (the CLA, LPA and CTA hereinafter referred to individually and collectively as the "Agreement(s)").
	and other

- Delegated Underwriting Authority. In exchange for the promises contained in this Amendment and other valuable consideration, the sufficiency of which the parties hereby acknowledge, the Seller and Wells Fargo hereby amend the applicable Agreement(s) and the Seller Guide to provide for the Seller's participation in Wells Fargo's Delegated Underwriting Program when the Seller delivers Delegated Loans (as defined below) to Wells Fargo in compliance with the Agreement(s), the Seller Guide and this Amendment.
- 3. Defined Terms and Ratification of the Agreement(s). Unless the context otherwise clearly requires, all capitalized terms used in this Amendment shall have the meanings specified in the Agreement(s) and the Seller Guide, and except as expressly amended hereby, the Agreement(s) and the Seller Guide remain unchanged and in full force and effect in all respects and are hereby ratified and confirmed by the parties.
- Delegated Loans. For purposes of the Seller's participation in the Delegated Underwriting Program, Delegated Loans are defined as Mortgage Loans meeting the following requirements:
  - Standard Delegated Conforming: Loans up to 97% LTV (or applicable program LTV) / 100 % CLTV.
  - Standard Delegated Non-Conforming: Loans up to \$800,000. Refer to Seller Guide for minimum loan score and maximum LTV/CLTV requirements
  - Expanded Financing Alternatives Alt A Prime: Allowed on conforming and non-conforming loan amounts up to a maximum loan amount of \$800,000. Refer to Seller Guide for minimum loan score and maximum LTV/CLTV requirements.
  - Expanded Financing Alternatives Alt A Minus: Allowed on conforming and non-conforming loan
    amounts up to a maximum loan amount of \$800,000. Refer to Seller Guide for minimum loan score and
    maximum LTV/CLTV requirements.

# 5. <u>Delegated Underwriting Process</u>.

- a. <u>Delivery.</u> Notwithstanding the provisions of Section 500 of the Seller Guide, the Seller is not required to submit the Credit Package to Wells Fargo for Underwriting prior to Closing.
- b. Review Standard. Seller agrees to review each Delegated Loan for conformance to the applicable Underwriting Guidelines using as its standard of care what a knowledgeable and sophisticated institutional investor active in the residential secondary mortgage market or an appropriate reviewing authority would typically expect of a mortgage loan underwriter.

- c. <u>Closing Documents</u>. Seller must include the underwritten Credit Package along with the Standard Closing Documents set forth in Section 505 of the Seller Guide. Wells Fargo reserves the right to refuse to Fund any Delegated Loan that does not meet Wells Fargo's product parameters.
- Underwriting Fee. Wells Fargo shall not levy a Underwriting Fee as set forth in the Program Documents on any Delegated Loan submitted for purchase under the Wells Fargo Delegated Underwriting Program; provided however, the Seller pays Wells Fargo a process fee equal to one hundred dollars (\$100.00) for each such Delegated Loan. This fee is not refundable.
- 6. Additional Representations and Warranties. In addition to the representations and warranties set forth in the Program Documents, the Seller makes the following additional representations and warranties as to each Delegated Loan submitted to Wells Fargo for Purchase: (i) each Delegated Loan complies with Wells Fargo's product parameters and with all other terms and conditions of the Agreement(s) and the Seller Guide; (ii) each Delegated Loan complies with the applicable Underwriting Guidelines in effect at the time the loan is locked and provided for in the Seller Guide; and (iii) underwriters employed by the Seller underwrote each Delegated Loan.
- 7. Quality Control. Prior to Wells Fargo purchasing any Delegated Loans, Wells Fargo shall be entitled to review the Seller's underwriting practices and quality control procedures and any other documents Wells Fargo deems necessary as a condition of purchasing any Delegated Loans. Wells Fargo shall also have the right to perform post-purchase reviews of Delegated Loans purchased by Wells Fargo from the Seller. The Seller shall provide Wells Fargo with any additional information or document which Wells Fargo reasonably determines is required to perform such post purchase review. Any prior or post purchase review by Wells Fargo shall not waive or effect in any way the Seller's representations or warranties or Wells Fargo's rights and remedies under the terms and conditions of the Program Documents.

#### 8. Termination.

- a. <u>Upon Default</u>. Either party may immediately terminate this Amendment if the other party fails to perform any of this Amendment's material terms and conditions.
- b. Required by Law. This Amendment shall automatically terminate when required by any governmental authority or court of law. If any order or ruling of any governmental authority or court of law shall require a party to be in default of any obligation pursuant to this Amendment, then this Amendment may be terminated by such party immediately upon notice to the other party.
- c. <u>Termination by Wells Fargo</u>. Wells Fargo may immediately terminate this Amendment at any time at its sole option upon written notice to the Seller.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first set forth above.

TAYLOR, BEAN, WHITAKER MORTGAGE CORP.

WELLS FARGO FUNDING, INC.

Signature:

Print Name: Vice President

Title:

Date:

Date:

Date:

#### EXHIBIT B

#### INTERIM SERVICING AGREEMENT

This Interim Servicing Agreement ("Agreement") is entered into as of	Tthis 7th day of August, 2006 by and between
Wells Fargo Bank, N.A., a national banking association, having an address at 1	Home Campus, Des Moines, Iowa 50328 (the
"Owner") and Taylor, Bean & Whitaker Mortgage Corp., having an address at	·
Owner ) and rayior, bear & wintaker Mortgage Corp., naving an absence an	(the "Interim Servicer").

#### WITNESSETH:

WHEREAS, pursuant to the terms of a certain Loan Purchase Agreement dated as of December 10, 2003, together with any subsequent amendments and addendums thereto, including but not limited to the CRA Addendum to Loan Purchase Agreement (collectively, the "Agreement") by and between Wells Fargo Funding, Inc. ("Purchaser") and Interim Servicer, Owner from time to time will acquire the right to become the title holder and owner of record of the Servicing Rights (the "Servicing Rights") pertaining to certain residential mortgage loans (the "Mortgage Loans");

WHEREAS, Owner desires to have Interim Servicer service the Mortgage Loans on behalf of the Owner from the respective Closing Date to the respective Servicing Transfer Date, and Interim Servicer desires to assume such interim servicing responsibilities; and

WHEREAS, Owner and Interim Servicer have agreed upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

#### ARTICLE I

#### **DEFINITIONS**

All words or phrases defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires) shall, for the purposes of this Agreement, have the respective meanings specified in this Article, and capitalized words not otherwise defined herein shall have the meanings specified in the Agreement.

Advances shall mean amounts required to be advanced by the Owner on, under or in respect of a Mortgage Loan, including, but not limited to the following: payments of principal and/or interest, notwithstanding shortfalls in collections from Mortgagors, mortgage insurance premiums, ground rents, taxes, special assessments or hazard insurance premiums over and above the amounts held in escrow for such purposes; costs, expenses and fees occasioned by Mortgagor bankruptcy or by foreclosure or to acquire title to any Mortgaged Properties by deed in lieu of foreclosure; costs of preservation and protection of Mortgaged Properties in order to maintain insurance or guarantees; costs, fees and expenses of conveyance of any Mortgaged Properties to the Owner; and costs, fees and expenses to inspect, protect, secure or repair any of the Mortgaged Properties.

Agreement means this Interim Servicing Agreement and any Schedules, Exhibits and written and agreed to amendments or modifications hereto.

<u>Closing Date</u> means the date on which funding occurs with respect to any particular sale of mortgage loans as shall be mutually agreed upon by the parties hereto.

Escrow Funds: All funds collected with respect to a Mortgage Loan by the Interim Servicer to cover related Escrow Items.

Escrow Item: An expense required to be paid by a Mortgagor under the related Mortgage including, without limitation, taxes, special assessments, ground rents, water, sewer and other governmental impositions or charges that are or

may become liens on the related Mortgaged Property prior to that of the related Mortgage, as well as hazard insurance, flood insurance and primary mortgage insurance premiums.

Party or Parties means Owner and/or Interim Servicer, as applicable.

Interim Servicing Fee: Eight Dollars (\$8.00) per Mortgage Loan, per calendar month, plus all ancillary income from the Mortgage Loans. Such fee shall be prorated for any month in which Interim Servicer services the Mortgage Loans for less than an entire month.

Recoverable Advances shall mean those Advances which Owner or Interim Servicer reasonably expects to recover from Mortgagors, insurers or otherwise.

Servicing Cut-off The last day of the month following the month in which the Closing Date occurs, or such other date as mutually agreed by the parties.

<u>Servicing Transfer Date</u> means the first day of the month following the respective Servicing Cut-off Date, or such other date as mutually agreed by the parties.

<u>Unrecoverable Advances</u> shall mean those Advances which Interim Servicer does not reasonably expect to recover from Mortgagors, insurers or otherwise, including but not limited to foreclosure and REO related fees and expenses which exceed Owner guidelines for reimbursement.

#### **ARTICLE II**

#### INTERIM SERVICING

## 2.1 Appointment of Interim Servicer.

Owner hereby appoints Interim Servicer, and Interim Servicer hereby accepts such appointment, to service and administer the related Mortgage Loans for Owner on an interim basis, in accordance with the terms of this Agreement. Except as otherwise limited herein, Interim Servicer shall have full power and authority to do any and all things which, in the exercise of its reasonable discretion it may deem necessary or desirable in connection with its servicing responsibilities. Interim Servicer shall not be under any liability to Owner for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement, or for good faith errors in judgment; provided however, that this provision shall not protect Interim Servicer for its failure to perform or observe its obligations under this Agreement. Without limiting any other provision of this Agreement, from the date hereof until the termination of this Agreement, with respect to each Mortgage Loan serviced pursuant to this Agreement, Interim Servicer covenants that it will in accordance with Accepted Servicing Practices:

- 2.1.1 use good faith, reasonable efforts to collect, process and account for payments on the Mortgage Loans, including past due payments;
- 2.1.2 avoid the imposition of any lien upon or lapse of insurance coverage on any Mortgaged Property due to the nonpayment by the Mortgagor of any tax assessment, premium, or charge, by any means consistent with Accepted Servicing Practices including the payment of any such tax assessment, premium, or charge (which amounts shall be reimbursable from collections on the related Mortgage Loan);
- 2.1.3 Interim Servicer shall deposit on a daily basis all funds due Owner and received pursuant to each Mortgage Loan separate and apart from any of its own funds;
- 2.1.4 make all required remittances and provide reports on a timely basis to Owner in accordance with Section 2.5 and the Servicing Transfer Instructions attached as Attachment 1;
- 2.1.5 cause to be maintained (i) any required primary mortgage insurance policy, (ii) any required hazard insurance policy and flood insurance policy with respect to each Mortgaged Properties and (iii) a hazard insurance policy with respect to REO, in an amount equal to the lesser of (a) outstanding principal balance of the related Mortgage Loan at the date of acquisition plus accrued interest and the Interim Servicer's estimate of liquidation expenses to be incurred in connection with such REO property or (b) the maximum insurable value of such REO property;

- 2.1.6 handle and settle losses resulting from damage to any Mortgaged Properties securing a Mortgage Loan from fire, flood or other casualty and make arrangements for the restoration or rehabilitation of such Mortgaged Properties with proceeds of any hazard insurance in accordance with Accepted Servicing Practices;
- 2.1.7 prepare, and use good faith, reasonable efforts to execute and deliver any and all instruments of satisfaction or cancellation or of partial or full release or discharge and all other comparable instruments with respect to the Mortgage Loans that prepay prior to the Servicing Transfer Date and the related Mortgaged Properties;
  - 2.1.8 submit claims for insurance benefits payable by any Insurer;
  - 2.1.9 make interest rate and payment adjustments in accordance with the terms of the Mortgage Note and Mortgage;
  - 2.1.10 pay, or cause to be paid, to Mortgagors any interest required to be paid on their escrow accounts;
- 2.1.11 perform such other duties and provide such other reports as are standard pursuant to Accepted Servicing Practices or as reasonably may be requested by Owner; and
- 2.1.12 no later than three (3) Business Days following the Servicing Transfer Date, submit those standard reports as are typically available under the Interim Servicer's EDP System, which shall include a line item reflecting loan number, contractual due date and Stated Principal Balance of each Mortgage Loan as of the Servicing Cut-off Date.

#### 2.2 Assumption of Duties.

Interim Servicer shall at all times service the related Mortgage Loans with no less the degree of care as it previously exercised when it was the owner of the Servicing Rights and otherwise in accordance with Accepted Servicing Practices.

#### 2.3 Losses and Expenses.

- 2.3.1 Owner shall remain responsible for all loss, liability, damage and "out-of-pocket" costs directly associated with the servicing of the Mortgage Loans, except for (i) all losses resulting from the failure of Interim Servicer to perform or observe its obligations under this Agreement, which losses shall be the responsibility of the Interim Servicer and (ii) any fact or circumstance in respect of which Owner is entitled to indemnification by Interim Servicer under this Agreement or under the PWA.
- 2.3.2 Interim Servicer shall be solely responsible for the direct and indirect general and administrative costs and expenses associated with the servicing of the Mortgage Loans, including the fees and charges of Interim Servicer's document custodian.

#### 2.4 Advances.

Interim Servicer agrees to bear the economic risk of all Advances including, but not limited to, Unrecoverable Advances and Recoverable Advances, including (i) all or such portion of those Advances resulting from Interim Servicer's failure to perform or observe its obligations under this Agreement, and (ii) any fact or circumstance in respect of which Owner is entitled to indemnification by Interim Servicer under this Agreement.

#### 2.5 Amounts Due Owner; Payoffs.

The Interim Servicer shall remit collections, including regular payments, curtailments, insurance proceeds and liquidation proceeds to the Owner in accordance with Attachment 1.

Funds collected in association with a payoff of any mortgage loan shall be remitted by wire transfer to Owner no later than the earlier of (a) five (5) Business Days of the Interim Servicer's receipt of such funds or (b) the Servicing Transfer Date. The Interim Servicer shall provide the Owner with sufficient information to permit appropriate processing of the payoff by Owner.

### 2.6 Amounts Due Interim Servicer.

As partial consideration for Interim Servicer's performance of servicing obligations pursuant to this Agreement and subject to the terms and conditions of this Agreement, Purchaser shall pay to Interim Servicer, the Servicing Fee in accordance with the Purchase Price and Terms Agreement. In addition to the Interim Servicing Fee, Servicer shall be entitled to receive or retain, as applicable, all ancillary fees, all late fees and all float benefit.

### ARTICLE III

#### **BOOKS AND RECORDS**

# 3.1 Audit and Access to Information.

During the period of this Agreement, Interim Servicer shall give Owner and its authorized representatives reasonable access to all books, records personnel and servicing operations of Interim Servicer relative to the Mortgage Loans upon reasonable advance written notice, and permit Owner to make such inspections thereof during normal business hours as Owner may reasonably request in writing; provided, however, that such investigation or inspection shall be conducted in such a manner as not to interfere unreasonably with Interim Servicer's business.

# 3.2 Maintenance of Books and Records.

Interim Servicer shall keep complete records pertaining to (i) each Mortgage Loan and the collections and distributions made thereon and (ii) all other material activities pertaining to the Servicing Rights.

## 3.3 Transfer of Books and Records.

All books, records, documents, files, and other information and data in Interim Servicer's possession, pertaining to the Mortgage Loans, including all documents, records and reports relating to any of the Mortgage Loans are and shall at all times remain the property of Owner. Upon termination of this Agreement, subject to and in accordance with Accepted Servicing Practices, Interim Servicer shall be obligated to transfer control of the Mortgage Files and related servicing records held by it to the Owner. Interim Servicer shall also, following termination of this Agreement, account for and turn over to Owner all funds collected and held by Interim Servicer for Owner, which are the property of Owner.

### 3.4 Confidentiality.

Each party recognized that, in connection with this Agreement, it may become privy to non-public information regarding the financial condition, operations and prospects of the other party. Each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate the purpose of the Agreement, provided that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate the transaction, provided further that such information is identified as confidential non-public information. In addition, confidential information may be provided to a regulatory authority with supervisory power over the respective party, provided such information is identified as confidential non-public information.

#### ARTICLE IV

# INDEMNIFICATION

### 4.1 Indemnification

4.1.1 Indemnification by Owner. Subject to the limitation on Owner's responsibilities for Interim Servicer's general and administrative expenses as set forth in Section 2.3.2 hereof, Owner shall indemnify and hold Interim Servicer and its affiliates, and their respective officers, directors, shareholders, employees, agents, attorneys, successors and any permitted assigns harmless from, and shall reimburse them for, all losses incurred by or asserted against them before, on or after the Servicing Transfer Date which result from (i) Interim Servicer's servicing the Mortgage Loans in accordance with this Agreement or (ii) the non-fulfillment or non-performance in any material respect of any covenant, condition or obligation of Owner contained in this Agreement; provided, however, that notwithstanding any provision to the contrary in this Section

- 4.1.1 of this Agreement, Owner shall have no obligation to indemnify or hold Interim Servicer harmless from and against that portion of any claim for indemnification which arises from any fact or circumstance for which Owner is entitled to indemnification by Interim Servicer pursuant to Section 4.1.2 hereof or under the PWA.
- 4.1.2 <u>Indemnification by Interim Servicer</u>. Interim Servicer shall indemnify and hold Owner and its officers, directors, shareholders, employees, agents, attorneys, successors and any permitted assigns harmless from, and shall reimburse each of them for, all losses, incurred by or asserted against any of such individuals or entities before, on or after the Servicing Transfer Date which result from the non-fulfillment or non-performance in any material respect of any covenant, condition or obligation of Interim Servicer contained in this Agreement; provided, however, that notwithstanding any provision to the contrary in this Section 4.1.2 of this Agreement, Interim Servicer will have no obligation to indemnify or hold Owner harmless from and against that portion of any claim for indemnification which arises from any fact or circumstance for which Interim Servicer is entitled to indemnification by Owner pursuant to Section 4.1.1 hereof or under the PWA or for which Owner is responsible pursuant to Section 2.3.1 hereof.
- 4.1.3 <u>Survival</u>. The rights to indemnification set forth in this Section 4.1, and all representations and warranties and covenants of the Parties set forth in this Agreement shall survive the execution and termination of this Agreement.

#### ARTICLE V

#### **TERM**

#### 5.1 Term.

- 5.1.1 This Agreement shall continue in full force and effect until the first to occur of (a) termination of the PWA and (b) the respective Servicing Transfer Date.
- 5.1.2 The termination of this Agreement pursuant to this Article V shall not release any party from liability for its own misrepresentation or for any breach by it prior to such termination of any covenant, agreement or warranty contained herein.

#### ARTICLE VI

# MISCELLANEOUS PROVISIONS

#### 6.1 Notices.

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when received, whether sent by certified mail, return receipt requested, telex, telegram, telecopy or overnight express mail:

If to Owner to:

Wells Fargo Home Mortgage 1 Home Campus Des Moines, IA 50328 Attention: John B. Brown MAC X 2303-033 Fax: (515) 324-3118

With a copy to:

Wells Fargo Home Mortgage Legal Dept. - MAC X2401-06T 1 Home Campus Des Moines, IA 50328

If to Interim Servicer to:		
	<u></u>	
	,	
with a copy to:		

#### 6.2 Waivers.

Either Owner or Interim Servicer may, upon mutual consent of the parties, evidenced by a writing signed by both parties:

(a) Waive compliance with any of the terms, conditions or covenants required to be complied with by the other hereunder; and

(b) Waive or modify performance of any of the obligations of the other hereunder. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

# 6.3 Entire Agreement, Amendment.

This Agreement constitutes the entire agreement between the parties with respect to the interim servicing of the Mortgage Loans and Servicing Rights and supersedes all prior agreements with respect thereto. This Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such enforcement is sought.

# 6.4 Binding Effect; Assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Neither Owner nor Interim Servicer may resign, assign or pledge its rights or delegate its duties under this Agreement.

# 6.5 Headings.

Headings of the Articles and Sections in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

#### 6.6 Applicable Law.

This Agreement shall be construed in accordance with the laws of the State of New York, without reference to the choice of law principles thereof, except to the extent preempted by Federal law.

#### 6.7 Relationship of Parties.

Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties. The duties and responsibilities of Interim Servicer shall be rendered by Interim Servicer as an independent contractor. Interim Servicer shall have full control of all of its acts, doings and proceedings, relating to or requisite in connection with the discharge of its duties and responsibilities under this Agreement.

#### 6.8 Further Acts.

The Parties agree that each shall, at its own expense (unless otherwise herein provided), at any time and from time to

time after the date hereof, upon the other's request, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances and assurances as may be required or reasonably advisable for the transactions provided for or contemplated by this Agreement.

#### 6.9 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

# 6.10 Extension of Interim Servicing Period.

In the event that any respective Servicing Transfer Date is extended by Owner or Interim Servicer for a period beyond ninety (90) days from the respective original Servicing Transfer Date, the parties agree to re-negotiate, in good faith, the terms of the remittance and servicing of the related Mortgage Loans, hereunder.

IN WITNESS WHEREOF, the parties have executed this Interim Servicing Agreement.

Taylor, Bean & Whitaker Mortgage Corp.

"Interim Servicer"

By: Lun to With

Name: Screny Collett

Its: P Scronday Mailelin

WELLS FARGO BANK, N.A.

"Owner"

`J ...

te 1:00 Pusiles

### ATTACHMENT I

# SERVICING TRANSFER INSTRUCTIONS

On each respective Servicing Transfer Date, Owner, or its designee, shall assume all servicing responsibilities related to, and Interim Servicer shall cease all servicing responsibilities related to the Mortgage Loans sold on a servicing released basis. On or prior to each Servicing Transfer Date, Interim Servicer shall, at its sole cost and expense, take such steps as may be necessary or appropriate to effectuate and evidence the transfer of the servicing of the related Mortgage Loans to Owner, or its designee, including but not limited to the following:

A. <u>Notice to Mortgagors</u>. Interim Servicer shall mail to each Mortgagor a letter advising the Mortgagor of the transfer of the servicing of the related Mortgage Loan to Purchaser, or its designee, in accordance with RESPA, Regulation X and other applicable laws and regulations; provided, however, the content and format of the letter in a standard form shall have the prior approval of Owner. The notification to the Mortgagor must indicate that all future payments must be sent to:

Customer Service Address
Wells Fargo Home Montgage
P.O. Box 10335
Des Moines, IA 50306-0335
(866) 234-8271

Payment Address
Wells Fargo Home Mortgage
P O Box 17339
Baltimore MD 21297-1339

The notification must also include:

Customer service hours of operation are 6:00 am to 10:00 pm Monday through Thursday, 6:00 am to 9:00 pm Friday, and 8:00 am to 2:00 pm Saturday central standard time.

Interim Servicer shall provide Owner with copies of all such related notices no later than fifteen (15) days from and after the Servicing Transfer Date.

B. Notice to Taxing Authorities and Insurance Companies. Approximately fifteen (15) calendar days prior to the Servicing Transfer Date, Interim Servicer shall transmit to the applicable insurance companies (including issuers of Primary Mortgage Insurance Policies, if applicable) and/or agents, notification of the transfer of the servicing to Owner, or its designee, and instructions to deliver all notices, tax bills and insurance statements, as the case may be, to Owner, or its designee, from and after the Servicing Transfer Date. Interim Servicer shall be responsible for payment of all tax and insurance invoices (hazard and private mortgage) due as of the Servicing Transfer Date, as well as all tax and insurance invoices due within forty five (45) days after the Servicing Transfer Date, to the extent that such invoices or the information pertaining to amounts due there under are available to the Interim Servicer. Such invoices will be paid by Interim Servicer prior to the Servicing Cut-off Date. Tax service contracts will not be transferred. Interim Servicer shall provide Owner with copies of notices to insurance carriers, if applicable, no later than fifteen (15) days from and after the Servicing Transfer Date. Mortgagee clause endorsements should read:

Wells Fargo Home Mortgage, Inc. #708
Its Successors and/or assigns
Loan Number
P.O. Box-5708
Springfield, OH 45501-5708

C. <u>Preliminary Trial Balance Report</u>. Five (5) Business Day prior to the Servicing Transfer Date, the Interim Servicer shall provide the Owner a trial balance report. Such report shall contain the following information:

Interim Servicer Loan Number Unpaid principal balance as of the date of report

# Next due date as of the date of the report

The report shall be sent in electronic format via the secured Lender's Alliance website at www.lendersalliance.com and utilize the Document Exchange tab located on the top of the web page. The reports can be uploaded to the website and they will be delivered to the Funding Department.

And in hard copy format to:

Wells Fargo Home Mortgage 4800 W Wabash Ave Springfield IL 62711 Attention: Funding Department Mac X2803-022

D. <u>Delivery of Servicing Records</u>. Within five (5) Business Days of the Servicing Transfer Date, Interim Servicer shall provide Owner:

Mortgage Statement/Payment History for each loan reflecting all servicing activity from date of origination up to

and including the Servicing Transfer Date;

Principal Balance Report reflecting the outstanding principal balance and due date of each loan as of the Servicing Transfer Date, provided in both electronic format and hard copy;

Escrow Balance Report reflecting net Escrow Payments, suspense balances, escrow advances and interest accruals as of the Servicing Transfer Date;

A report reflecting all buydown funds held as of the Servicing Transfer Date;

A report reflecting funds advanced by the Interim Servicer for costs, fees and expenses to inspect, secure, or repair any of the Mongaged Properties during the interim servicing period, together with copies of all invoices reflecting such expenditures; and

A report reflecting all Mortgage Loans for which relief has been requested under the Servicemembers' Civil Relief

Act, as amended, if applicable.

# E. Payment of FHA MIP Premiums.

Prior to the Servicing Transfer Date the Interim Servicer agrees to disburse from the mortgagor's escrow account the monthly MIP/RBP premium for the calendar month preceding the month in which the Servicing Transfer Date occurs.

The Interim Servicer shall notify HUD of the change in servicers. (HUD Form 92080). The Owner's HUD ID number is 22995.

#### F. Funds Due Owner.

#### 1 Funds Due Owner - Escrows.

The Interim Servicer shall transfer to the Purchaser within three (3) Business Days following the Service Transfer Date, in immediately available funds by wire transfer, an amount equal to the actual net escrow account balances, impound and suspense balances, buydown balances, and all loss draft balances and all other amounts associated with the Mortgage Loans, less recoverable corporate advances; a sum equal to the interest accrued on such escrows at the rate required by applicable law from the date as of which interest was last paid to the related Mortgagor through the Servicing Transfer Date, if applicable; Interim Servicer shall provide an electronic file (Fidelity servicer reports (P10N and P4TB) detailing by Mortgage Loan, the amounts owed to the Owner based on the various sources described in this section; and provide the Purchaser with an accounting statement in hard copy and electronic format, separately identifying each of the foregoing items for each Mortgage Loan sufficient to enable the Purchaser to reconcile the amount of each such payment with the accounts of the related Mortgage Loan.

All escrow remittances, or full or partial prepayments, or payments that were collected and posted by the Interim Servicer rather than redirected to Purchaser that are required to be made to the Purchaser shall be made to the following account:

> Wells Fargo Bank Iowa, N.A. ABA #: 073-000-228 Account Number: 3000500519

Attention: Candise Freeman and NLR-Correspondent Research

Supporting encrypted reports should be e-mailed to <u>Candise Freemanda wellsfargo.com</u> and <u>NLR-Correspondent research@wellsfargo.com</u> If you are unable to encrypt the reports via email the reports should be sent in electronic format via the secured Lender's Alliance website at <u>www.lendersalliance.com</u> and utilize the Document Exchange tab located on the top of the web page. The reports can be uploaded to the website and they will be delivered to the Funding Department.

If the Interim Servicer is unable to provide electronic reports, contact the above-referenced e-mail contact for instructions

The reports, in paper format, should be overnight delivery to:

Wells Fargo Home Mortgage MAC X2803-01C New Loan Reconciliation 4800 W Wabash Ave Springfield IL 62711

# 2. Funds Due Owner - P&I Remittance.

A separate wire transfer representing all principal and interest payments received by Interim Servicer on or after the Closing Date and not previously remitted pursuant to Section 2.5 of the Agreement shall be remitted to the Owner within five (5) Business Days of the Servicing Transfer Date. Interim Servicer will submit electronic versions of payment, curtailment and payoff activity to the Owner five (5) Business Days after the Servicing Transfer Date.

Interim Servicer shall provide an accounting statement sufficient to enable Owner, or its designee, to reconcile such balances and payments with accounts of the Mortgage Loans as set forth above. All remittances shall be wired to the following bank account:

Wells Fargo Bank, N.A. ABA #: 073-000-228

Account Number: 3000500519

Attention: Mary Petty, P&I funds due from Interim Servicer

(include loan number if wire is for early payoff)

- (b) Note that P&I and T&I funds must be wired separately.
- Mortgage Payments Received After Servicing Transfer Date. The amount of any Monthly Payments for the Mortgage Loans received by Interim Servicer after the Servicing Transfer Date shall be forwarded to the Owner by overnight mail within one (1) Business Day of receipt for a period of sixty (60) days after the Servicing Transfer Date. Interim Servicer shall notify Owner of the particulars of the payment, which notification requirement shall be satisfied if the Interim Servicer forwards with its payment sufficient information to permit appropriate processing of the payment by Owner. Interim Servicer shall assume full particulars of the payment such as the account number, dollar amount, date received and any special Mortgagor application instructions with respect to such Monthly Payments received by Interim Servicer after the Servicing Transfer Date with respect to any Mortgage Loans then in foreclosure or bankruptcy. The Interim Servicer shall return any Monthly Payments it receives after the sixty (60) day period to the Mortgagor with instructions to send all future Monthly Payments to the Owner. Payments received pursuant to this subsection (g) shall be delivered via over-night courier to:

Wells Fargo Home Mortgage New Loan Reconciliation MAC X2803-01C 4800 W Wabash Ave Springfield IL 62711

Misapplied Payments. Misapplied payments on Mortgage Loans shall be processed as follows: H.

Owner and Interim Servicer shall cooperate in correcting misapplication errors; 1.

The party receiving notice of a misapplied payment occurring prior to the Servicing Transfer Date and discovered 2.

after the Servicing Transfer Date shall immediately notify the other party;

If a misapplied payment which occurred prior to the Servicing Transfer Date cannot be identified and said misapplied payment has resulted in a shortage in a custodial account or escrow account. Interim Servicer shall be liable for the amount of such shortage. Interim Servicer shall reimburse Owner for the amount of such shortage within thirty (30) days after receipt of written demand therefore from Owner;

If a misapplied payment which occurred prior to the Servicing Transfer Date has created an improper Purchase Price as the result of an inaccurate outstanding principal balance, the party with notice of such misapplied payment shall promptly inform and provide documentation to the other party and a check shall be issued to the party shorted by the

improper payment application within five (5) business days after notice thereof by the other party; and

Any check issued under the provisions of this Section shall be accompanied by a statement indicating the corresponding Interim Servicer and Owner's Mortgage Loan identification number and an explanation of the allocation of any such payments.

- Reconciliation. Interim Servicer shall reconcile escrow balances and make any monetary adjustments for the Mortgage Loans as agreed to by Interim Servicer and Owner. Any such monetary adjustments will be transferred between Interim Servicer and Owner as set forth herein.
- IRS Forms. Interim Servicer shall file all IRS forms 1099, 1099A, 1098 or 1041 and K-1 which are required to be filed with respect to transactions which occurred on or before the Servicing Transfer Date in relation to the servicing and ownership of the Mortgage Loans. Interim Servicer shall provide copies of such forms to Owner upon reasonable request and shall reimburse Owner for any penalties or reasonable costs incurred by Owner due to Interim Servicer's failure to comply with this paragraph.

Wells Fargo Funding, Inc. 2701 Wells Fargo Way — 1 South MAC: X9902-014 Minneapolis, MN 55467



June 11, 2008

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

Attention:

**Jeremy Collett** 

RE: Amendment to the Loan Purchase Agreement (the "Agreement") dated as of December 12, 2003 between Wells Fargo Funding, Inc. ("Wells Fargo") and **Taylor, Bean & Whitaker Mortgage Corp** ("Seller")

Dear Mr. Collett:

This letter represents an amendment (the "Amendment") to the above-referenced Agreement providing for Seller's participation in Wells Fargo's Wells Fargo Image Express Program, effective as of Section 12. 2008 (the "Effective Date"). The Agreement, any Commitment Letter issued pursuant thereto, the Seller Guide as amended from time to time, and any other documents relating to the sale and purchase of any Mortgage Loan are collectively referred to herein as the "Instruments". Any capitalized term used in this Amendment and not otherwise defined shall have the meaning set forth in the Seller Guide.

The Instruments are amended as follows:

- 1. **Document Delivery Prior to Purchase**. Notwithstanding the delivery procedures and requirements found in Seller Guide Section 505, as of the effective date, prior to purchase, Wells Fargo will allow the Seller to deliver in accordance with the requirements of The Enhanced Delivery **Wells Fargo Image Express** Operational Document (see "Exhibit A").
- Seller Review of Mortgage Loan Documents. The Seller agrees, in exchange for the right to deliver only the Wells Fargo Image Express Image Loan File (see Exhibit "B") and metadata (see Exhibit "C") (collectively hereinafter referred to as "Image Loan File") and Wells Fargo Image Express Loan File (see Exhibit "A") to Wells Fargo prior to purchase, to review each applicable complete Closed Loan Package for compliance with Wells Fargo's Underwriting Guidelines and Wells Fargo's Closed Loan Package requirements. The Seller hereby represents and warrants that as of the purchase date of any Wells Fargo Image Express Loan, such Closed Loan Package meets all Seller Guide requirements, including the Wells Fargo Master Servicing Guide, Mortgage Servicing contract, and Accepted Servicing Practices, except as modified by this Amendment.
- 3. Wells Fargo Image Express<sup>SM</sup> Mortgage Loans. Wells Fargo will only consider for funding under the Wells Fargo Image Express<sup>SM</sup> Program, Mortgage Loans that do not require underwriting by Wells Fargo. Ineligible mortgage loan products are listed on Exhibit "A" to this Amendment in the "Program Notes" section, which Wells Fargo may add to or delete from at its sole discretion.
- 4. Wells Fargo Pre-Funding Review. Wells Fargo will determine whether to purchase a Wells Fargo Image Express<sup>SM</sup> Mortgage Loan based on a review of the Image Loan File and the Mortgage Loan File (see exhibit "A" for definition). If the Image Loan File provided or the documents in the file, in Wells Fargo's sole judgment, are not sufficient,

Wells Fargo Image Express<sup>SM</sup> Amendment WeDDs-Specific

Last Updated: 10/17/2006

Wells Fargo will notify the Seller and either requires the Seller to make corrections via image or hardcopy document(s). If the Seller fails to make required corrections or deliver within the applicable time period, Wells Fargo may assess acquisition suspense penalties, late delivery charges or pair-offs as outlined in Section 400 of the Wells Fargo Funding Seller Guide.

- 5. Follow-Up Loan Package. If you deliver loans for purchase under Collateral Fund, Zip-Delayed or Zip Fund, Wells Fargo, by means of this addendum, will allow the delivery of the Image Loan File as the Follow-up Package. All requirements of the Follow-Up Package are still in effect per the applicable Enhanced Delivery Program Addendum.
- 6. Destruction of the Original Mortgage Loan Documents Should there occur (i) any delay in the enforcement of the Mortgage, (ii) any failure or inability to collect all amounts due under the Mortgage, including without limitation, in connection with a foreclosure or other sale of the Mortgaged Property, and/or (iii) any claims from holders of mortgage-backed securities collateralized by the Mortgage Loan, and such occurrence(s) is(are) the result of the Seller's inability to produce any original Mortgage Loan Document or adequate electronic reproduction of an original Mortgage Loan Document, including by electronic imaging, photographic, photostatic, microfilm, micro-card or similar process, then the Seller will be responsible for any fees or penalties associated therewith, and may, in Wells Fargo's discretion, be required to repurchase the Mortgage Loan in question.
- Validity of Documents. The Image Loan File construe true, complete, and correct copies of the Original Documents in all respects, including, but not limited to, all signatures conforming with the signatures contained in the Original Documents, no information having been added or deleted, and no Image Loan File having been manipulated or altered in any manner. Each Imaged document is clear and legible, including, but not limited to, accurate reproductions of photographs. No Original Documents have been or will be altered in any manner. The Image Loan File will be admissible into evidence in any judicial or administrative proceeding in any jurisdiction, including, but not limited to, any arbitration or mediation. Seller shall upon Wells Fargo's request and at the Seller's expense, fully cooperate with Wells Fargo and take any requested actions in connection with the introduction of any Imaged Document in any judicial or administrative proceeding, including, but not limited to, any arbitration or mediation, including producing appropriate qualified and knowledgeable personnel to testify as necessary to qualify the Image Loan File as evidence.
- 8. Repurchase Obligation. If the Seller fails to resolve any document deficiency within thirty (30) calendar days of notification, or in the event of loss or destruction of any document or the entire package, the Seller must immediately repurchase the Mortgage Loan upon Wells Fargo's written demand, pursuant to the Repurchase Procedures set forth in the Seller Guide. Any failure on the Seller's part to repurchase any Mortgage Loan upon Wells Fargo's demand as set forth in this Amendment shall, at Wells Fargo's option, constitute an Event of Default under the Instruments. In accordance with the Loan Purchase Agreement and Seller's Guide, Wells Fargo reserves the right to deduct from the purchase price of any Mortgage Loan that Wells Fargo purchases from the Seller any and all amounts owed to Wells Fargo by the Seller in connection with this Repurchase Obligation.
- 9. Operational Document. Attached to this Amendment as Exhibit "A" is the Operational Document outlining the Program Parameters and Performance Standards that may be amended by Wells Fargo from time to time. The Seller's failure to meet Performance Standards, at Wells Fargo's sole discretion, may result in termination of the Seller's Wells Fargo Image Express Program approval.

- 10. Indemnification. The Seller agrees to indemnify and hold harmless Wells Fargo against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that Wells Fargo may sustain in any way related to the failure of the Seller to either deliver to Wells Fargo or produce Original Mortgage Loan Documents (or certified copies in lieu of originals if the originals cannot be produced) related to any Imaged Document delivered to Wells Fargo.
- 11. Quality Control. Seller maintains a quality control program governing the process by which the Image Loan File are created, which quality control program is in keeping with the standards of the industry, ensures that the Original Documents are accurately stored and reproduced and not subject to manipulation, and that such documents are easily and readily retrieved. Seller employs personnel with the appropriate technical expertise to operate all systems supporting the imaging process and to manage the quality control program.
- 12. Continuing Covenants. The Seller shall execute and deliver, in a form reasonably acceptable to Wells Fargo, such statements; instruments; certifications; notices; documents; or other papers, and take such other actions requested by Wells Fargo, as may be necessary or appropriated to establish, preserve, maintain, or otherwise protect Wells Fargo's ownership interest in the Mortgage Loans and/or to effectuate the purpose of this Amendment.
- 13. Continuation of Obligations. Except as specifically amended by this Amendment, the Seller is not released from any obligation to Wells Fargo under the terms of the Instruments, and the Loan Purchase Agreement remains in full force and effect. Seller affirms an ability and willingness to make continuing additions or corrections regarding the data set as required by Wells Fargo.
- 14. MI/Pool/Investor Claims. The Seller shall indemnify Wells Fargo and hold it harmless and make whole against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting from the Seller not being able to provide the required loan documentation to meet the requirements of Investors/Agencies and/or Mortgage Insurers. Seller may be required to repurchase if investor is required to repurchase because of failure to deliver.
- Termination or Amendment of the Wells Fargo Image Express Program. Wells Fargo may unilaterally terminate this Amendment at any time by written notice to the Seller. Any termination or suspension of the Agreement will automatically terminate this Amendment. All obligations as to loans delivered prior to termination shall survive termination of this addendum or any of the instruments. Wells Fargo may unilaterally amend the terms and parameters of the Wells Fargo Image Express Program by providing Seller with 30 days advance written notice of the terms of the amendment.
- 16. **Terminated/Inactivated Clients.** If Seller's Loan Purchase Agreement is terminated or Seller becomes inactive, Seller will immediately be suspended from the **Wells Fargo Image Express** Program. All loans in-house will be required to meet the standard delivery procedures found in Seller Guide Section 505.
- 17. **Program Utilization**. If Seller does not deliver loans under the **Wells Fargo Image**Express M Program for a six (6) month period, the Seller will be immediately suspended from the program.
- 18. Entire Agreement. Except as expressly modified by this Amendment, the Agreement is hereby ratified and remains in full force and effect. This Amendment is an integrated agreement and is the entire agreement between the parties concerning the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous

Wells Fargo Funding, Inc. Page 4 of 4

oral discussions on the topics covered in this Amendment and may only be modified or amended in writing, duly signed by the Seller and Wells Fargo.

By signing and returning this Amendment to Wells Fargo, the Seller agrees to the terms of this Amendment. Please cause an Authorized Officer to execute the enclosed duplicate original hereof and return it to the attention of the undersigned at the address set forth above.

By: Jackson Manley

Title: Vice President

CONSENTED AND AGREED TO THIS 12 DAY OF September, 2008:

Taylor, Bean & Whitaker Mortgage Corp

Name: Serence Callet

Title: Executive Vice President

cc: Eddie Bean

(SEAL)

## CRA ADDENDUM TO LOAN PURCHASE AGREEMENT

This is a CRA ADDENDUM TO LOAN PURCHASE AGREEMENT ("Addendum") dated as of August 7, 2006, by and between Wells Fargo Funding, Inc., its successors and assigns (collectively the "Purchaser") and Taylor, Bean & Whitaker Mortgage Corp. (the "Seller").

#### WITNESSETH

WHEREAS, the Purchaser and the Seller entered into a Loan Purchase Agreement dated as of December 10, 2003, attached hereto as Exhibit A (the "Agreement"), which includes any amendments thereto which may have been or may be executed from time to time, and which incorporates the terms of the Wells Fargo Funding Seller Guide (the "Seller Guide"), collectively referred to as the "Purchase Agreement".

WHEREAS, the Seller has agreed to sell and the Purchaser has agreed to buy, on a servicing released basis, from time to time (each a "Transaction"), certain residential, first lien, fixed rate conventional, conforming and government mortgage loans identified in the respective CRA Reconciliation Spreadsheets attached hereto (the "Mortgage Loans") on various dates (each a "Closing Date").

WHEREAS, the Purchaser and the Seller wish to enter into this Addendum to the Purchase Agreement to prescribe the additional provisions required to effect the Transactions;

WHEREAS, the Purchaser and the Seller each agree that the provisions of this Addendum shall relate only to the Mortgage Loans purchased hereunder and shall not be construed as an amendment to the terms of the Purchase Agreement or amendments thereto, for transactions outside of the scope of this Addendum;

WHEREAS, terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller agree as follows.

1. The following defined terms are in addition to or replace the terms of the Purchase Agreement, as applicable:

Annualized Borrower Income: Annual income as reported by the mortgagor on the Mortgage Loan application and verified by the originator in accordance with Seller's Underwriting Guidelines.

<u>CRA Reconciliation Spreadsheet:</u> Each spreadsheet provided by the Seller on each Closing Dated listing the Mortgage Loans funded for each Transaction.

Purchase Price and Term Letter: Each letter between the Seller and the Purchaser reflecting the individual loan characteristics, pool parameters and terms for each Transaction.

<u>Underwriting Guidelines:</u> The guidelines supplied by Purchaser to the Seller, together with all amendments thereto, which contain the basic Mortgage Loan underwriting and processing requirements, procedures and forms of Wells Fargo for Mortgage Loans originated for sale to Purchaser.

- 2. The Mortgage Loans for each Transaction will be delivered prior to funding to the Purchaser as follows:
  - A. On or before the delivery date specified by the respective Purchase Price and Terms Letter, Seller shall make available for each Mortgage Loan the documents referenced in Section 505 of the Seller Guide for review by Purchaser (or Purchaser's designee) at Purchaser's office or such other location agreed upon by Purchaser and Seller. At Purchaser's option, Purchaser (or Purchaser's designee) shall review all such Mortgage Loan files to determine whether the Mortgage Loans are acceptable for funding. Promptly after review, Purchaser will inform Seller of any Mortgage Loans that are not acceptable for funding. Seller will be given the option of providing documentation necessary to cure the deficiency (ies) or may substitute one or more Mortgage Loans to replace such Mortgage Loans. However, such substitution must be made no later than 5:00 p.m. Eastern Standard Time on the date that is five (5) Business Days prior to the respective Closing Date;
  - B. Seller agrees that by no later than 5:00 p.m. Eastern Standard Time two (2) Business Days immediately preceding the respective Closing Date, Seller must have delivered to Purchaser all documents described in Section 505 of the Seller Guide, a final CRA Reconciliation Spreadsheet of all Mortgage Loans to be funded on the respective Closing Date and payment histories for each Mortgage Loan seasoned two or more months.
- 3. Upon compliance with the delivery requirements of Section 2 the Purchaser agrees to fund Mortgage Loans identified on the respective CRA Reconciliation Spreadsheet for each Transaction that are acceptable for funding on the respective Closing Date, for the purchase price specified under the respective Purchase Price and Terms Letter.
- 4. The following representations and warranties are in addition to those set forth in the Purchase Agreement, as to each Mortgage Loan hereunder, as of the respective Closing Date:
  - A. The information set forth in the CRA Reconciliation Spreadsheet is complete, true and correct;
  - B. The Mortgage Loan was underwritten in accordance with Purchaser's Underwriting Guidelines;
  - C. The Mortgagor has not notified the Seller, and the Seller has no knowledge of any relief requested or allowed to the Mortgagor under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;
  - D. The Annualized Borrower Income for each Mortgage Loan is less than eighty percent (80%) of the HUD area median income; and

- E. All representations and warranties as described in the Seller Guide will apply. notwithstanding anything to the contrary contained in the Seller's automated underwriting program documents.
- 5. The Mortgage Loans shall be serviced by the Seller on an interim basis pursuant to the Interim Servicing Agreement attached hereto as Exhibit B.
- 6. Except as modified by this Addendum, all terms, conditions, representations and warranties of the Purchase Agreement, including the Seller Guide, are and shall remain in full force and effect. If any term or condition of this Addendum is in conflict with any term or condition of the Purchase Agreement, the terms of this Addendum shall control.

[Signatures Follow]

IN WITNESS WHEREOF, the Purchaser and Seller have caused their names to be signed to this Addendum by their respective officers, duly authorized as of the dated first written above.

Taylor, Bean & Whitaker Mortgage Corp.
(Seller)
hun olut
By: May with
Name: Tekeny Colle H
Title: VP Strondary Murkefung

WELLS FARGO FUNDING, INC. (Purchaser)

By: \_\_\_\_\_

Name: Jostgas Mank

Title: Vice President



100 S.5th Street Suite 900 Minneapolis, MN 55402-2021 612-341-1400 612-341-6837 Fax

August 29, 2006

Melissa Reed Asst. Whole Loan Trader Taylor, Bean and Whitaker Mortgage Corporation 101 NE 2nd Street Ocala, Florida 34470

## Re: Purchase Price and Terms Letter (CRA 2006-14)

Dear Ms. Reed:

Wells Fargo Funding, Inc. (the "Purchaser") hereby confirms its agreement to purchase and Taylor, Bean and Whitaker Mortgage Corporation, Inc. (the "Seller") confirms its agreement to sell, on a mandatory delivery, Servicing-Released basis (defined below) certain Government and Conventional, purchase money, fixed rate fully amortizing first lien residential mortgage loans, with original terms of up to thirty years, originated or acquired by the Seller and underwritten pursuant to the Seller's Underwriting Guidelines (the "Mortgage Loans").

The Mortgage Loans will be sold and purchased pursuant to that certain Over-the-Counter Purchase Agreement between the Purchaser and the Seller, dated December 10, 2003 and the Wells Fargo Funding Seller Guide, together with the CRA Addendum to the Over-the-Counter Purchase Agreement (the "Addendum") dated as of August 7, 2006 (collectively, the "Purchase Agreement"). All capitalized terms not defined herein shall have the meanings assigned to them under the Purchase Agreement.

1. <u>Commitment of the Parties</u>: On September 20, 2006 or such other date as the parties mutually agree, (the "Closing Date"), the Seller shall sell to Purchaser Mortgage Loans having an aggregate actual principal balance as of September 13, 2006 (after giving effect to payments due on or before that date whether or not received) or such other date as the parties may mutually agree (the "Cutoff Date") of approximately \$1,100,963.00 (with a variance of minus 5%) (the aggregate "Cut-off Date Principal Balance") which shall have characteristics as described on Exhibit A attached hereto. All Government and Conventional Mortgage Loans shall not be delinquent as of the Closing Date and shall not have been 30 days or more delinquent in the past 12 months.

The purchase price percentage for the Mortgage Loans by loan type shall be:

Product Type	Purchase Price Percentage
Conventional Conforming 15 Year Fixed	NA
Conventional Conforming 20 Year Fixed	N/A
Conventional Conforming 30 Year Fixed	103.5585
Government 30 Year Fixed (GNMA I,	103.60144

- 1		1
4	GNMA II)	I .
	[ (-TINIM A III)	
	01/11/11/11/11	
-		<del></del>

The purchase price of the final pool of loans shall be the weighted average price of the individual loans using the price based on the type of loan and the interest rate of each loan. The price will be multiplied by the aggregate scheduled principal balance of the Mortgage Loans as of the Cut-off Date, plus accrued interest at the Mortgage Interest Rate for each Mortgage Loan from the Closing Date through month-end (on a 360-day per diem basis), payable on the Closing Date.

The purchase price will be paid to the Seller by wire transfer of immediately available funds on the Closing Date by 5 p.m. EST.

- 2. <u>Underwriting Review</u>: Seller acknowledges that Purchaser may perform a credit due diligence review of the Mortgage Loans to determine if the Mortgage Loans meet Seller's Underwriting Guidelines. Any partial or complete examination of a Mortgage Loan file by Purchaser or on behalf of Purchaser shall not affect Purchaser's rights to demand repurchase or other relief under the Purchase Agreement.
- 3. <u>Servicing</u>: All of the Mortgage Loans are currently being serviced by the Seller (as "Servicer"). The Mortgage Loans will be sold to Purchaser on the Closing Date inclusive of the servicing rights (the "Servicing-Released Loans"). The effective date of transfer of servicing for the Servicing-Released Loans will be November 1, 2006 or such other date as the parties mutually agree ("the Servicing Transfer Date"). From the Closing Date through the Servicing Transfer Date the Mortgage Loans will be serviced by Servicer for eight dollars (\$8.00) per Mortgage Loan (the "Interim Servicing Fee").
- Five (5) days <u>prior</u> to the Servicing Transfer Date, the Servicer must provide the Purchaser with a loan level spreadsheet including Purchaser's loan number, detailing the Unpaid Principal Balance and next payment due date for each Mortgage Loan. In addition, if a Mortgage Loan does not amortize, the Servicer shall provide the Purchaser with a payment history upon request.
- 4. <u>Delivery of Documents</u>: With respect to each Mortgage Loan, at the Purchasers direction, Seller shall deliver or cause to be delivered the Mortgage Loan files and data to the Purchaser by September 5, 2006 (the "Delivery Date"). The Seller shall prepare (as directed by the Purchaser) all endorsements and prepare and record all assignments of mortgages at its expense. Any original documents not required to be delivered by the Closing Date shall be delivered to the Purchaser as promptly as reasonably possible after the Closing Date and in any event pursuant to the terms of the Purchase Agreement.
- 5. Expenses/Confidentiality: Purchaser shall pay its due diligence costs and the fees and expenses of its counsel. The Seller shall pay its out-of-pocket costs and expenses, all servicing fees prior to the Closing Date, recording fees, fees to transfer files and prepare assignments/endorsements, the costs of transferring tax service and life of loan flood certifications to the Purchaser, other costs associated with the transfer of the ownership of the Mortgage Loans and the fees and expenses of the Seller's counsel. The parties shall keep the pricing terms of this agreement confidential and shall only reveal such terms to their respective employees, agents and affiliates, unless otherwise required by law or judicial process.
- 6. <u>Conformance with Underwriting Guidelines</u>: The Mortgage Loans were underwritten substantially in accordance with the Seller's underwriting standards for mortgage loans sold by Seller to

Fannie Mae, Freddie Mac and/or GNMA or pursuant to underwriting standards acceptable to Fannie Mae, Freddie Mac or GNMA;

Please acknowledge your agreement to the terms and conditions of this trade by signing below and returning to the undersigned both counterparts of this letter on or before September 18, 2006. Any alterations by you to this offer shall be deemed a counter-offer by you and will require initialing by the Purchaser. This agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original. This agreement shall constitute the entire agreement between the parties (whether written or oral) relating to the subject matter hereof. Upon return and countersignature by the Purchaser, this agreement shall become binding and a fully executed copy of this letter shall be returned to you. In the event that the Purchaser does not receive and countersign such letter on or before such date, this offer, at the sole option of the Purchaser, shall be of no further force or effect.

All capitalized terms not defined herein shall have the meanings as defined in the Purchase Agreement.

Sincerely,	,
<b>WELLS FARGO</b>	FUNDING, INC.

Name: Kenneth E. Stewart

Title: MBS Trader

## ACKNOWLEDGED AND AGREED TO:

ву:	
	Melissa Reed Asst. Whole Loan Trader
cc:	Taylor, Bean and Whitaker Mortgage Corporation, Inc.

Fannie Mae, Freddie Mac and/or GNMA or pursuant to underwriting standards acceptable to Fannie Mae, Freddie Mac or GNMA;

Please acknowledge your agreement to the terms and conditions of this trade by signing below and returning to the undersigned both counterparts of this letter on or before September 18, 2006. Any alterations by you to this offer shall be deemed a counter-offer by you and will require initialing by the Purchaser. This agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original. This agreement shall constitute the entire agreement between the parties (whether written or oral) relating to the subject matter hereof. Upon return and countersignature by the Purchaser, this agreement shall become binding and a fully executed copy of this letter shall be returned to you. In the event that the Purchaser does not receive and countersign such letter on or before such date, this offer, at the sole option of the Purchaser, shall be of no further force or effect.

All capitalized terms not defined herein shall have the meanings as defined in the Purchase Agreement.

WELLS FARGO FUNDING, INC.	· .
By:	
Бу	
Name: Kenneth E. Stewart Title: MBS Trader	· .
ACKNOWLEDGED AND AGREED TO:	
Name: Melissa Reed Title: Asst. Whole Loan Trader	
Taylor Bean and Whitake	er Mortgage Corporation, Inc.

Sincerely,

## rlor, Bean Whitaker to Wells Fargo Funding CRA 2006-14 Exhibit A-1





 Ticl	cet Numbe	er: FIX30G1G2_2006-14	

Trade Date:

8/29/2006

## Trade Ticket

	Irade	licket	2011	ài a m
Trade Type	Product Type	Term	QRM Info	
	Fixed	360	Client Hedge:	DM
Buy	Security Type	Class	Management:	GFIXED
Execution	Whole Loan Fixed	Corp	Other:	30
Mandatory	rade Specifications	I.O. Term	QRM Price:	103.60144%
\frac{1}{2}			Collat UPB (\$MM):	\$144,236.000
ettlement Date:	9/20/2006		Pool Information	
roker/Investor:	Taylor, Bean & Whitaker	Gross WAC:		6.500%
raded Price:	103 19/32	Gross WAC: Minimum Servicing 1	Foe.	
(in decimal):	1.0360144000	1		
Coupon/PT/Net WAC:	6.500%	Guaranty Fee:		
Frade Amount (\$MM):	\$ 144,236.00	I		6.500%
,, <u></u>		Net WAC:	AOT Information	
Variance:	5.00%		AOT IIII	
	Options Information	Orig Trade Date:	• .	
Maturity Date:		Lender:	ARM Sale Informatio	n
Notification Date:	•,		ARM, Sale Informatio	
		Gross Margin:		0.000%
Fee:		Net Margin:		0.000%
Delta:	_	Margin Strip:		•
Disposition:	es/Eurodollar Information	Cap Structure:		
		Months-to-Roll:		
Contract Type:		Treasury Yield		•
No. of Contracts:	Trade Desc.	BEY:		•
	11000 January 11	Spread:		0.000%
		CPR:		
egalita			Other Trad	e Specifications
Pairoff Information	Related Trade #	Amount	Servicing Released to:	WEE
<u>P/O</u> <u>B/S</u>	TO THE STATE OF TH		Servicing Release	11/1/20
			Overall Trade Price:	103.56
			Authorized Desk Price:	
ļ			Benchmark: Other:	Actual/Actual
			Loan Count	FIX30G1G2 - 1
Executed By		-he-(Dagler		Time:
WFC:	· ·	oker/Dealer	e74 N475	11:30:00 a.m. Central
Ken Stewart	Craig Frederic, Taylor, I	Bean and Whitaker, 352-	07 1-0170	
		onfirmed By roker/Dealer		Input:
I .				

## ylor, Bean Whitaker to Wells Fargo Funding CRA 2006-14







Ticket Number: FIX30C\_2006-14

Trade Date:

8/29/2006

## Trade Ticket

Trade Type	Product Type	Term	QRM Info	mation
Buy	Fixed	360	Client Hedge:	DM
Execution	Security Type	Class	Management:	CFIXED
Mandatory	Whole Conf. Fixed	Corp	Other:	30
	ade Specifications	I.O. Term	QRM Price:	103.55850%
	9/20/2006		Collat UPB (\$MM):	\$956,727.360
Settlement Date:	<b>4, 2</b> - 1 - 2 - 1		Pool Information	
Broker/Investor:	Taylor, Bean & Whitaker	Gross WAC:	i	6.753%
Traded Price:	103 18/32	Minimum Servicing	Fee.	
(in decimal):	1.0355850000	•		
Coupon/PT/Net WAC:	6.753%	Guaranty Fee:		
Trade Amount (\$MM):	\$ 956,727.36	RPM/ARC Fee:		6.753%
•		Net WAC:	AOT Information	0.10070
Variance:	5.00%		. AUT IIIOIIII CAO	<del></del>
,	ptions Information	Orig Trade Date:		
Maturity Date:		Lender:	ADM Calcilatormation	
Notification Date:	•		ARM Sale Information	
Fee:		Gross Margin:		
Delta:	•	Net Margin:		0.000%
Disposition:		Margin Strip:	•	
Future	s/Eurodoliar Information	Cap Structure:	-	
Contract Type:		Months-to-Roll:		,
No. of Contracts:		Treasury Yield		
HO. Of Contracts.	Trade Desc.	BEY:	•	
<u> </u>		Spread:		0.000%
		CPR:		
Pairoff Information			Other Trade	Specifications
P/O B/S	Related Trade #	Amount	Servicing Released to:	WEE
			Servicing Released to.	11/1/200
			Overall Trade Price:	103.546
<u> </u>			Authorized Desk Price:	
			Benchmark: Other.	Actual/Actual
Evening Die		The state of	Loan Count:	FIX30C - 9
Executed By WFC:	Bro	ker/Dealer.		<u>Time:</u>
Ken Stewart	Craig Frederic, Taylor, Be	an and Whitaker, 352-67	1-0175	2:00 p.m. Central
Ken oterat	Confi	rmed By		Inout
WFC:	Bro	ker/Dealer:	programme and the second	input:

- B. By no later than 11:00 a.m. Eastern Standard Time on the Delivery Date specified on the Trade Ticket, Seller shall make the complete Mortgage Loan files, as referenced in the applicable delivery Exhibits in Section V, for each Mortgage Loan available for review by Buyer (or Buyer's designee) at Buyer's office or such other location agreed upon by Buyer and Seller. At Buyer's option, Buyer (or Buyer's designee) shall review all such Mortgage Loan files to determine whether the Mortgage Loans are acceptable for funding. Promptly after review, Buyer will inform Seller of any Mortgage Loans that are not acceptable for funding. Seller will be given the option of providing documentation necessary to cure the deficienc(ies) or may substitute one or more Mortgage Loans to replace such Mortgage Loans. However, such substitution must be made no later than 5:00 p.m. Eastern Standard Time on the date that is five (5) Business Days prior to the settlement date, as specified on the Trade Ticket;
- C. Seller agrees that by no later than 5:00 p.m. Eastern Standard Time two (2) Business Days immediately preceding the settlement date, Seller must have delivered to Buyer Mortgage Loans acceptable for funding in an aggregate principal amount at least equal to the minimum delivery percentage specified in the Trade Ticket. To the extent Seller fails to deliver such amount by such time, Seller must pay Buyer a Bulk Mandatory Pair Off adjustment as calculated below or seek approval from Buyer to extend the commitment for an appropriate discount in price. The Bulk Mandatory Pair Off adjustment will be equal to the difference between the interpolated dollar price of current coupon FNMA securities in effect on the Commitment Date and the date of the Bulk Mandatory Pair Off adjustment, including any non-conforming spread tightening, multiplied by any deficiency of the amount delivered as measured against the Bulk Mandatory Commitment amount. If there is no loss due to spread or price differential, Buyer will not assess a Bulk Mandatory Pair Off adjustment;
- D. On the settlement date, Buyer shall purchase the Mortgage Loans that are acceptable for funding as of 5:00 p.m. Eastern Standard Time two Business Days immediately preceding the settlement date, as specified on the Trade Ticket. The Purchase Price shall be calculated as set forth in the Trade Ticket. If Seller substitutes Mortgage Loans prior to settlement date, Buyer may adjust the aggregate Purchase Price to reflect substituted Mortgage Loans; and
- E. The Seller may utilize MERS when selling Mortgage Loans to Buyer, with Buyer's approval pursuant to the terms of the Guide.

## II. REPRESENTATIONS AND WARRANTIES

In addition to the Representations and Warranties of the Seller made under the Guide, Seller represents, warrants and covenants as to each Mortgage Loan:

A. For each Mortgage Loan originated under the Seller's streamlined refinance program, or which has been modified and such modification was not contemplated in the original terms of the Mortgage Note, which does not require a new appraisal, the value of the Mortgaged Property is not less than the value as determined by an appraisal, meeting the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, obtained at the time of origination of the mortgage loan being refinanced;

- B. Each Mortgage Loan purchased by Buyer complies with the Underwriting Guidelines, as approved by Buyer, in effect at the time of Mandatory Take-Down, Mandatory Bulk Loan Trade, and Best Efforts Rate Lock;
- C. All representations and warranties as described in the Wells Fargo Funding Seller Guide will apply, notwithstanding anything to the contrary contained in the Seller's automated underwriting program document. Buyer acceptance of automated underwritten loans in no way relieves Seller of its obligation to deliver an investment quality Mortgage Loan;
- D. The Mortgagor has not notified the Seller, and the Seller has no knowledge, of any relief requested or allowed to the Mortgagor under the Servicemembers Act of 1940, as amended; and
- E. The origination and closing of the Mortgage Loan was in compliance with those laws relating to predatory or abusive lending practices; and

#### III. UNDERWRITING GUIDELINES

Buyer has agreed to allow Seller to sell and deliver Mortgage Loans underwritten to Seller's Underwriting Guidelines. In accordance with this provision, Buyer and Seller agree as follows:

- A. The definition of "Underwriting Guidelines," as set forth in the Guide is amended as follows: The Underwriting Guidelines of Seller in the form attached hereto as Exhibit 2, together with the conditions and limitations set forth in subsection D, below, or the Buyer's Underwriting Guidelines as may be in effect at the time of origination of the Mortgage Loan;
- B. Seller agrees to provide Buyer prior written notice of any amendment to the Seller's Underwriting Guidelines. Such amendment to Seller's Underwriting Guidelines shall not become effective for any Mortgage Loans purchased by Buyer until Buyer has provided Seller written acceptance of such amendment;
- C. Seller understands that Buyer may audit any or all Mortgage Loans for compliance with the Underwriting Guidelines. If Buyer, in its sole discretion, determines at any time after the Funding Date of the Mortgage Loan that such Mortgage Loan is not in full compliance with the Underwriting Guidelines, Buyer may exercise its remedies under the Guide, which may include repurchase of the Mortgage Loan; and

Seller understands that Buyer has agreed to purchase loans underwritten to Seller's Underwriting Guidelines, attached as Exhibit 2 with the following D . conditions and/or limitations:

Fixed-Rate Products only. 1.

Non-Conforming Products only. (i.e. not applicable to FHLMC/FNMA 2.

Maximum Loan Amount is \$1,000,000. 3.

- For policies and guidelines not addressed within the approved 4. Underwriting Guidelines (Exhibit 2), standard FNMA or FHLMC guidelines in effect as of the date of the Trade Ticket, as applicable per the loan type, will apply for any policy, procedure, process or guideline not specifically referenced in the Underwriting Guidelines. In the event that a specific policy, procedure, process or guideline is not specifically addressed within the FNMA/FHLMC guidelines, Buyer in its sole discretion reserves the right to either decline the loan for purchase or exercise it's rights to require repurchase pursuant to the Guide.
- Seller is obligated to accurately disclose the true documentation level of 5. loans underwritten using automated underwriting. Loans with less than full/alternative documentation must meet the Seller's approved reduced documentation program guidelines (if applicable), or Wells Fargo Funding Limited Doc/VOA program guidelines and are subject to pricing as such. Loans with no income or asset verification are not eligible. All automated underwritten loans must have a full appraisal adequately supporting the value and marketability of the subject property.
- Cash-out refinance loans for properties in Texas are not allowed. 6.

Multiple Financed Properties must meet Wells Fargo guidelines. 7.

3-4 Unit properties must be clearly identified by Seller at time of bid as 8. well as upon delivery.

#### DELEGATED UNDERWRITING ١٧.

Buyer has agreed to allow Seller to participate in its Delegated Underwriting Approval Program, which allows Seller to perform delegated underwriting of certain Mortgage Loans delivered to Buyer pursuant to the Agreement and the Guide. In accordance with Buyer's Delegated Underwriting Approval Program, Buyer and Seller agree as follows:

Seller shall not be required to submit the credit package to Buyer for underwriting A. prior to Closing of the Mortgage Loan. Seller agrees to review each Mortgage Loan for conformance to the Underwriting Guidelines. Buyer reserves the right to refuse to fund any Mortgage Loan that does not meet the Underwriting Guidelines. Prior to funding, Buyer will review for approval any Mortgage Loan with an original principal amount greater than \$1,000,000 submitted under the Delegated Underwriting Approval Program;

## VI. SECURITIZATION OF MORTGAGE LOANS.

In order to facilitate the sale of Mortgage Loans by the Buyer, including for the purposes of converting the Mortgage Loans into mortgage pass-through certificates (in each instance a "Securitization"), Seller agrees to provide Buyer, its affiliates, successors and assigns with such information as is reasonably necessary for inclusion in the Securitization offering materials, including but not limited to a description of Seller's underwriting standards, delinquency, loss and foreclosure experience data and such other information customarily used in securities offering materials, and Seller further agrees to comply with all duties, obligations, representations, warranties and covenants relating to Regulation AB compliance as set forth more fully in Section 304 of the Guide, and the Servicing Agreement and Servicing Guide as applicable. The Seller shall provide indemnification to the Buyer, its successors or assigns, as described in Section 304 of the Guide, with respect to the accuracy of this information.

#### VII. TERMINATION

Buyer may terminate Seller's participation in any of the programs defined herein immediately upon:

- a. the occurrence of any Event of Default under the Agreement or the Guide:
- Seller's failure to fulfill any of Seller's obligations under the terms of this Second Amendment to the ICPP Agreement;
- c. in the event Buyer determines that Seller's practices or procedures are not acceptable to Buyer.

Buyer may also terminate Seller's participation in any of the programs defined herein without cause upon thirty (30) calendar days prior written notice. In the event of termination of Seller's participation in any of these programs, Mortgage Loans committed for sale from Seller to Buyer under this Second Amendment to the ICPP Agreement and confirmed in writing, prior to termination of Seller's participation, must be delivered to Buyer per the terms of this Second Amendment to the ICPP Agreement and the Guide.

#### VIII. AMENDMENT

Except as modified by this Second Amendment to the ICPP Agreement, all terms, conditions, representations and warranties of the Agreement, Guide, and any previously executed Amendments shall remain in full force and effect. If any term or condition of this Second Amendment to the ICPP Agreement are in conflict with any term or condition of the Agreement, Guide, and/or any previously executed Amendment, the terms of this Second Amendment to the ICPP Agreement shall control.

#### IX. COUNTERPARTS

This Second Amendment to the ICPP 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.

IN WITNESS WHEREOF, the Buyer and Seller have caused their names to be signed hereto by their respective officers, duly authorized as of the date first written above Second Amendment to the Institutional Conduit Program Purchase Agreement.

• • •	
WELLS FARGO FUNDING, INC. (Buyer) Signature: Jahua Valuus	Taylor, Bean & Whitaker Mortgage Corp (Seller)
Signature: Taknan Valuus	Signature:
Print Name: Profescia Nalmes	Print Name:
Title: Regional Via Pruident	Title:
Date: 1/13/04	Date:

## [Signatures Follow]

IN WITNESS WHEREOF, the Buyer and Seller have caused their names to be signed hereto by their respective officers, duly authorized as of the date first written above Second Amendment to the Institutional Conduit Program Purchase Agreement.

WELLS FARGO FUNDING, INC. (Buyer)	Taylor, Bean & Whitaker Mortgage Corp. (Seller)
Signature:	Signature: PAUL R ALLEN
Print Name:	(Fig.
Title:	Title:
Date:	Date

IN WITNESS WHEREOF, the Buyer and Seller have caused their names to be signed hereto by their respective officers, duly authorized as of the date first written above Second Amendment to the Institutional Conduit Program Purchase Agreement.

WELLS FARGO FUNDING, INC. (Buyer)	Taylor, Bean & Whitaker Mortgage Corp. (Seller)
Signature:	Signature.
Print Name:	Print Name: MULR ALLEY
Title:	Title:
Data	Date: 01-09-04

Exhibit 1

	= CONFIDMATION / TRADE TICKET		
BULK TRADE CONFIRMATION / TRADE TICKET			
	KR#-####		
•	TRADE AMENDMENT:		
TRADE CONFIRMATION:	AMENDMENT DATE:		
CONFIRMATION DATE:	America		
POOL CHARACTERISTICS:	Seller:		
Trade Date:	Product Type:		
Commitment Amount:	Servicing Spread:		
Servicing Type:	Gross WAC:		
Date of Servicing Release:	Gross Price:		
Net WAC:	WARM/WART,		
Net Price:	Seller Settlement Date:		
WAM:	Min. Note Rate:		
Seller Delivery Date:	Max. Note Rate:		
141111111111111111111111111111111111111	Min/Max WAC Variance.		
Loan Amount Stratification: \$400,001-\$650,000	Max C/O Refi's:		
\$650,001-1,000,000	Max Investor:		
\$650,001-1,000,000	Max California:		
1,000,001 -\$1,500,000	Max Loan LTV:		
LTV Stratification: <=50% LTV	Max Limited / VOA:		
50.01-60% LTV	Max Second Home:		
60.01-70% LTV	Max 95% LTV's:		
70.01-80% LTV	Max W/A LTV:		
80.01-90% LTV (W/ MI)	Multi-Family 2:		
90.01-95% LTV (W/ MI)	Max High Rise Condo/Multi		
90.01-33 /6 21 0 (***	Family 3-4:		
	Max Co-Op's:		
ADJUSTABLE RATE INFO:	AMA ADM Margin		
Net W/A ARM Margin:	Gross W/A ARM Margin: Gross W/A ARM Life Cap:		
Net W/A ARM Life Cap:	Rate Cap:		
ARM W/A Months to Roll:	Life Cap:		
ARM Index:	rived Conversion Option:		
Frequency of Adjustment:	Lixen courcions a bar		
UNDERWRITING REVIEW:			
"Premier" Delegated:			
ACQUISITION REVIEW:	Rapid Fund (Released):		
Standard	Enhanced Streamline (Refained):		
Streamline (Retained)	Liminou Cara		
DELIVERY TYPE:			
MANDATORY			
OTHER TERMS & CONDITIONS: Seller shall deliver loans to Wells Fargo's	Springfield, IL facility.		
Seller shall deliver loans to wells i algo s	Springfield, IL facility.  gage Loans by the Buyer, including for the purposes of converting the gage Loans by the Buyer, including for the purposes of converting the gage.		
Madagae Loans into mortgage pass	gage Loans by the Buyer, including for the purposes of sales agrees through certificates (in each instance a "Securitization"), Seller agrees and assigns with such information as is reasonably necessary for		
to provide Ruyer its affiliates, succes	through certificates (in each instance a occurring the source source) source and assigns with such information as is reasonably necessary for source materials, including but not limited to a description of Seller's		
inclusion in the Securitization offer	ssors and assigns with such information as is reasonably including but not limited to a description of Seller's ing materials, including but not limited to a description of Seller's loss and foreclosure experience data and such other information		
lunderwriting standards, delinquency	7, loss and loresteen further agrees to comply with all duties,		
licustomarily used in securities one	This materials, and the Regulation AB compliance as set form		
obligations, representations, warrant	ties and coverante and Servicing Guide as applicable.		
more fully in Section 304 of the Gu	ties and covenants relating to Regulation 7tb demphasized as applicable, and the Servicing Agreement and Servicing Guide as applicable, and the Buyer, its successors or assigns, as described in Section 304		
IThe Coller chall provide indemillibitati	1011 to the payor, no outside		
of the Guide, with respect to the acc	TIACA OLIUR IIIIOLIII IIII		
	less than the price of the interpolated		
The Net Wells Fargo Price reflects a	Net Price Spread ofless than the price of the third for the Seller's offered Coupon// [20, for Settlement for the Seller's offered cromaters per this commitment.		
% &% FNMA Year	(JOUDDI) / 120 101		
Net WAC of% for the pool p	arameters per this commitment.		

FNMA MARKS
Low Coupon
High Coupon
Date & Time:

Prepared & Traded By:

## Exhibit 2

Seller's Underwriting Guidelines

and the second s

## WELLS FARGO FUNDING, INC. CONVENTIONAL DELEGATED UNDERWRITING AMENDMENT

This Conventional Delegated Underwriting Amendment (the "Amendment") is entered into this 26<sup>th</sup> day of July, 2005 by and between, Taylor & Company Mortgage Associates (the "Seller") and Wells Fargo Funding, Inc. ("Wells Fargo").

1.	The Agre	ement(s). The Seller and Wells Fargo have entered into (check the appropriate box(es)).
	Conventional Loan Purchase Agreement ("CLA") dated:	
	Loan	Purchase Agreement ("LPA") dated: <u>December 4<sup>th</sup>, 2002</u>
	Conv	entional Trade Assignment ("CTA") dated:
	buy fron	to the terms of which, the Seller has agreed to sell to Wells Fargo and Wells Fargo has agreed to the Seller Mortgage Loans (the CLA, LPA and CTA hereinafter referred to individually and ely as the "Agreement(s)").
2,	Delegated Underwriting Authority. In exchange for the promises contained in this Amendment and other valuable consideration, the sufficiency of which the parties hereby acknowledge, the Seller and Wells Fargo hereby amend the applicable Agreement(s) and the Seller Guide to provide for the Seller's participation in Wells Fargo's Delegated Underwriting Program when the Seller delivers Delegated Loans (as defined below) to Wells Fargo in compliance with the Agreement(s), the Seller Guide and this Amendment.	
3.	Defined Terms and Ratification of the Agreement(s). Unless the context otherwise clearly requires, all capitalized terms used in this Amendment shall have the meanings specified in the Agreement(s) and the Seller Guide, and except as expressly amended hereby, the Agreement(s) and the Seller Guide remain unchanged and in full force and effect in all respects and are hereby ratified and confirmed by the parties.	
4.	<u>Delegat</u> Program	ed Loans. For purposes of the Seller's participation in the Delegated Underwriting a, Delegated Loans are defined as Mortgage Loans meeting the following requirements:
	• Sta	ndard Delegated Conforming: Loans up to 97% LTV (or applicable program LTV) / 95 % CLTV; nited Delegated Non-Conforming: Loans up to \$650,000 not to exceed 95% LTV (or applicable gram LTV) subject to minimum FICO score of 660;
5.	Delegat	ted Underwriting Process.
	a.	<u>Delivery</u> . Notwithstanding the provisions of Section 500 of the Seller Guide, the Seller is not required to submit the Credit Package to Wells Fargo for Underwriting prior to Closing.
	<b>b</b> .	Review Standard. Seller agrees to review each Delegated Loan for conformance to the applicable Underwriting Guidelines using as its standard of care what a knowledgeable and sophisticated institutional investor active in the residential secondary mortgage market or an appropriate reviewing authority would typically expect of a mortgage loan underwriter.
·	c.	Closing Documents. Seller must include the underwritten Credit Package along with the Standard Closing Documents set forth in Section 505 of the Seller Guide. Wells Fargo reserves the right to refuse to Fund any Delegated Loan that does not meet Wells Fargo's product parameters.
	d.	Underwriting Fee. Wells Fargo shall not levy a Underwriting Fee as set forth in the Program Documents on any Delegated Loan submitted for purchase under the Wells Fargo Delegated Underwriting Program; provided however, the Seller pays Wells Fargo a process fee equal to one hundred dollars (\$100.00) for each such Delegated Loan. This fee is not refundable.

- 6. Additional Representations and Warranties. In addition to the representations and warranties set forth in the Program Documents, the Seller makes the following additional representations and warranties as to each Delegated Loan submitted to Wells Fargo for Purchase: (i) each Delegated Loan complies with Wells Fargo's product parameters and with all other terms and conditions of the Agreement(s) and the Seller Guide; (ii) each Delegated Loan complies with the applicable Underwriting Guidelines in effect at the time of delivery and provided for in the Seller Guide; and (iii) underwriters employed by the Seller underwrote each Delegated Loan.
- 7. Quality Control. Prior to Wells Fargo purchasing any Delegated Loans, Wells Fargo shall be entitled to review the Seller's underwriting practices and quality control procedures and any other documents Wells Fargo deems necessary as a condition of purchasing any Delegated Loans. Wells Fargo shall also have the right to perform post-purchase reviews of Delegated Loans purchased by Wells Fargo from the Seller. The Seller shall provide Wells Fargo with any additional information or document which Wells Fargo reasonably determines is required to perform such post purchase review. Any prior or post purchase review by Wells Fargo shall not waive or effect in any way the Seller's representations or warranties or Wells Fargo's rights and remedies under the terms and conditions of the Program Documents.

#### 8. Termination.

- a. <u>Upon Default</u>. Either party may immediately terminate this Amendment if the other party fails to perform any of this Amendment's material terms and conditions.
- b. Required by Law. This Amendment shall automatically terminate when required by any governmental authority or court of law. If any order or ruling of any governmental authority or court of law shall require a party to be in default of any obligation pursuant to this Amendment, then this Amendment may be terminated by such party immediately upon notice to the other party.
- c. <u>Termination by Wells Fargo</u>. Wells Fargo may immediately terminate this Amendment at any time at its sole option upon written notice to the Seller.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first set forth above.

TAYLOR & COMPANY MORTGAGE ASSOCIATES	WELLS FARGO FUNDING, INC.	
Signature: Euch tech	Signature:	_
Print Name: Evelyn TAylur	Print Name: Karl F. Hanson	
Title: President	Title: Vice President	-
Date: 7-27-05	Date:	15
Date:		

#### AMENDMENT TO LOAN PURCHASE AGREEMENT

This Amendment to Loan Purchase Agreement, by and between Wells Fargo Funding, Inc. ("Wells Fargo") and Taylor, Bean & Whitaker Mortgage Corp. (the "Seller") is dated as of June 15, 2005.

#### **RECITALS**

- A. Wells Fargo and Seller are parties to a Loan Purchase Agreement dated December 10, 2003, (the "Agreement"), which provides for the sale, assignment and delivery of mortgage loans by the Seller to Wells Fargo;
- B. The Agreement incorporates all provisions of the Wells Fargo Funding Seller Guide (the "Seller Guide"), as if set forth in the Agreement;
- C. Wells Fargo and Seller wish to amend certain provisions of the Seller Guide as set out below.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree to amend the Agreement, and the incorporated Seller Guide by including the following provisions, as if set forth in the Seller Guide:

Wells Fargo Funding Seller Guide, Compliance Reference Guide, for the state of Georgia regarding the 'Fair Lending Act' (House Bill 1361) is hereby amended as follows:

- Waive the prior to purchase screening process for all Georgia loans
- Allow Georgia loans to be delivered under any enhanced delivery program that Taylor, Bean & Whitaker is currently or may subsequently be approved for.

THE EXCEPTION IS SUBJECT TO THE CONDITIONS, RESTRICTIONS AND LIMITATIONS LISTED BELOW AND ALL OTHER REQUIREMENTS OF THE SELLER GUIDE REMAIN UNCHANGED.

#### Limitations:

- Delegated underwritten loans only
- All other requirements of the LPA, Enhanced Delivery Amendments, and Wells Fargo Funding Seller Guide remain in affect and must be complied with

Wells Fargo has the right to terminate this Amendment at any time effective upon sending written notice to the Seller.

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

Taylor, Bean & Whitaker Mortgage Corp.	WELLS FARGO FUNDING, INC.
(Seller)	(Wells Fargo)
Signature: Signature:	Signature:
Print Name: Donna Skuhrovec	Print Name: Karl F. Hanson
Title: AUP	Title: Vice President
Date: 10(24)05	Date:

Wells Fargo Funding, mc. 2701 Wells Fargo Way – 1 South MAC: X9902-014 Minneapolis, MN 55467



April 21, 2005

Taylor, Bean & Whitaker Mortgage Corp 101 NE 2nd Street Ocala, FL 34470

#### Attention:

RE: Amendment to the Loan Purchase Agreement (the "Agreement") dated as of 12/10/03, between Wells Fargo Funding, Inc. ("Wells Fargo") and Taylor, Bean & Whitacker Mortgage Corp ("Seller")

#### Dear:

This letter represents an amendment (the "Amendment Letter") to the above-referenced Agreement providing for Seller's participation in Wells Fargo's Collateral Fund Program, effective as of 624 (the "Effective Date"). The Agreement, any Commitment Letter issued pursuant thereto, the Seller Guide as amended from time to time, and any other documents relating to the sale and purchase of any Mortgage Loan are collectively referred to herein as the "Instruments". Any capitalized term used in this Amendment Letter and not otherwise defined shall have the meaning set forth in the Seller Guide.

The Instruments are amended as follows:

- 1. **Document Delivery Prior to Purchase**. Notwithstanding the delivery procedures and requirements found in Seller Guide Section 505, as of the effective date, prior to purchase, Wells Fargo will allow the Seller to deliver in accordance with the requirements of The Enhanced Delivery Collateral Fund Operational Document (see "Exhibit B").
- 2. Seller Review of Mortgage Loan Documents. The Seller agrees, in exchange for the right to deliver only the Collateral Fund dataset (herinafter referred to as "dataset" see Exhibit "A") and Collateral Fund Loan File (see Exhibit "B") to Wells Fargo prior to purchase, to review each applicable complete Closed Loan Package for compliance with Wells Fargo's Underwriting Guidelines and Wells Fargo's Closed Loan Package requirements. The Seller hereby represents and warrants that as of the purchase date of any Collateral Fund Loan, such Closed Loan Package meets all Seller Guide requirements, including the Wells Fargo Master Servicing Guide, Mortgage Servicing contract, and Accepted Servicing Practices, except as modified by this Amendment Letter, and that all hazard insurance and tax information is valid.
- 3. Collateral Fund Mortgage Loans. Wells Fargo will only consider for funding under the Collateral Fund Program, Mortgage Loans that do not require underwriting by Wells Fargo. All ineligible mortgage loan products are listed on Exhibit "B" to this Amendment Letter in the "Program Notes" section, which Wells Fargo may add to or delete from at its sole discretion.

- 4. Wells Fargo Pre-Funding Review. Wells Fargo will determine whether to purchase a Collateral Fund Mortgage Loan based on a review of the dataset and the Collateral Fund Loan File. If the data provided or the documents in the file, in Wells Fargo's sole judgment, are not sufficient, Wells Fargo will notify the Seller and either require the Seller to make corrections via hardcopy document(s) or deliver to Wells Fargo a complete Closed Loan Package. If the Seller fails to make required corrections or deliver within the applicable time period, Wells Fargo may assess acquisition suspense penalties, late delivery charges or pair-offs as outlined in Section 400 of the Wells Fargo Funding Seller Guide.
- 5. Document Delivery. Within fourteen (14) calendar days of Wells Fargo's purchase of a Collateral Fund Mortgage Loan, the Seller must meet all requirements of the Wells Fargo Funding Seller Guide Section 500 "Delivery Procedures". If the Seller does not submit the Closed Loan Package (see Exhibit "C") within fourteen (14) calendar days, Seller will be assessed a late fee as set forth in the Program Penalties Section of Exhibit "B".
- 6. Loss of the Follow-Up Loan Package. In the event of loss or destruction of Follow-Up Loan Packages prior to Wells Fargo possession of the package the Seller shall indemnify Wells Fargo and hold it harmless and make whole against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgements, and other costs and expenses resulting from Wells Fargo's inability to provide the required loan documentation to meet the requirements of Investors/Agencies/and/or Mortgage Insurers.
- 7. Reconciliation Items. There will be a six (6) month limit on reconciliation items. The New Loan Reconciliation Department will look at reconciliation items submitted on a case by case basis. Items submitted outside the six (6) month time limit are subject to the escrow being analyzed, in which case no refund is available to the Seller.
- 8. Repurchase Obligation. If the Seller fails to resolve any document deficiency within thirty (30) calendar days of notification, or in the event of loss or destruction of any document or the entire package, the Seller must immediately repurchase the Mortgage Loan upon Wells Fargo's written demand, pursuant to the Repurchase Procedures set forth in the Seller Guide. Any failure on the Seller's part to repurchase any Mortgage Loan upon Wells Fargo's demand as set forth in this Amendment Letter shall, at Wells Fargo's option, constitute an Event of Default under the Instruments. In accordance with the Loan Purchase Agreement and Seller's Guide, Wells Fargo reserves the right to deduct from the purchase price of any Mortgage Loan that Wells Fargo purchases from the Seller any and all amounts owed to Wells Fargo by the Seller in connection with this Repurchase Obligation.
- 9. Operational Document. Attached to this Letter Amendment as Exhibit "B" is the Operational Document outlining the Program Parameters and Performance Standards that may be amended by Wells Fargo from time to time. The Seller's failure to meet Performance Standards, at Wells Fargo's sole discretion, may result in termination of the Seller's Collateral Fund Program approval.
- 10. Due Diligence Review. If at any time during the term of this Amendment Letter, a loan submitted by the Seller under the Collateral Fund Program is targeted for a due diligence review or audit, upon notice from Wells Fargo, the Seller shall deliver the entire Closed Loan Package to a designated location within the applicable timeframe (see Exhibit "B"). If the Seller fails to deliver the entire Closed Loan Package within required timeframe Seller will be assessed a fee as set forth in the Program Penalties Section of Exhibit "B".

N . .

- 11. Post-Purchase Review. Wells Fargo will review within thirty (30) calendar days of receipt, the complete Closing Package and any additional required documents, for completeness and data accuracy. If Wells Fargo determines that there are deficiencies, Wells Fargo will notify the Seller, and the Seller must correct the deficiencies to Wells Fargo's satisfaction within seven (7) calendar days of the initial notice.
- 12. **Post-Purchase Late Document Fees.** If the Seller fails to correct document deficiencies or meet post-purchase delivery requirements within seven (7) calendar days as required by Section 11 of this Amendment Letter, Seller will be assessed a fee based on the schedule outlined in Exhibit "B".
- 13. Continuation of Obligations. Except as specifically amended by this Amendment Letter, the Seller is not released from any obligation to Wells Fargo under the terms of the Instruments, and the Loan Purchase Agreement remains in full force and effect. Seller affirms an ability and willingness to make continuing additions or corrections regarding the data set as required by Wells Fargo.
- MI/Pool/Investor Claims. The Seller shall indemnify Wells Fargo and hold it harmless and make whole against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting from the Seller not being able to provide the required loan documentation to meet the requirements of Investors/Agencies and/or Mortgage Insurers. Seller may be required to repurchase if investor is required to repurchase because of failure to deliver.
- Termination or Amendment of the Collateral Fund Program. Wells Fargo may unilaterally terminate this Amendment Letter at any time by written notice to the Seller. Any termination or suspension of the Agreement will automatically terminate this Amendment Letter. All obligations as to loans delivered prior to termination shall survive termination of this addendum or any of the instruments. Wells Fargo may unilaterally amend the terms and parameters of the Collateral Fund Program by providing Seller with 30 days advance written notice of the terms of the amendment.
- 16. **Terminated/Inactivated Clients**. If Seller's Loan Purchase Agreement is terminated or Seller becomes inactive, Seller will immediately be suspended from the Collateral Fund Program. All loans in-house will be required to meet the standard delivery procedures found in Seller Guide Section 505. All outstanding retention packages will be requested and must be received within fourteen (14) calendar days of written request.
- 17. **Program Utilization**. If Seller does not deliver loans under the Collateral Fund Program for a six (6) month period, the Seller will be immediately suspended from the program. All outstanding retention files will be requested and must be received within fourteen (14) calendar days of written request.



# Enhanced Delivery: Collateral Fund Operational Document Exhibit "B" to the Loan Purchase Agreement Addendum

#### **Program Description**

The Collateral Fund Program is designed to offer delivery flexibility to our clients. Wells Fargo Funding will purchase Conforming and Non-Conforming Conventional loans from preferred Correspondent clients based on the receipt and review of a dataset and Collateral Fund Loan File (outlined below). Government loans may be eligible for purchase based on the successful implementation and performance of conventional loans. A decision to purchase will be based on the successful input of loan data into Wells Fargo proprietary systems and the review of applicable Collateral documents to ensure compliance with Wells Fargo and Investor guidelines.

The Seller will have up to fourteen (14) calendar days after loan purchase to submit the remainder of the loan documentation (as outlined in the Seller Guide). This portion of the file will be referred to as the Closed Loan Package throughout the remainder of this document.

#### **Program Notes**

- Approved Sellers are required to submit all eligible and approved loan products under the Collateral Fund Program.
- The following loan products are *not* eligible for this program: Texas Refinance Loans, CA 2-4 unit properties, Prior Approval/Loans requiring full underwrite by Wells Fargo, Buydowns, CEMs, Conforming Conventional ARM Loans, Best Effort Balloon Loans, Rural Economic Community Development (RECDs), Emerging Markets National Program (EMNP), Georgia, New Mexico, and New Jersey Properties and Builder's Choice loans. Loans not eligible for the program may be submitted under the Standard Delivery Program.
- All documents and files must be delivered to Wells Fargo at Seller's expense.

#### Data Requirements

- Seller must provide required Collateral Fund Dataset ("dataset") to the Wells Fargo Funding Enhanced Delivery Department. This dataset must display data as outlined in Exhibit "A" and be sent via the website <u>lendersalliance.com</u>
- If, prior to purchase, Wells Fargo determines that the dataset is incomplete or incorrect, the loan will be suspended. The Purchase Clearing Department will notify the Seller of any additional documentation required to clear the loan.

#### **Documentation Requirements**

- Collateral Fund Loan File (hereinafter referred to as "Loan File") must always include original Note; the Assignment to Wells Fargo Bank N.A.; any applicable Interim Assignments; any necessary Wire Instructions/Bailee Letter, Powers of Attorney, Loan Modifications and/or Name Affidavits. Nonconforming loans require the following additional documentation to be included in the folder: Mortgage or Deed of Trust, Title Commitment with Schedule B and final executed HUD-1.
- Closed Loan Package must be received within fourteen (14) calendar days of loan purchase. The Enhanced Delivery Department will document Closed Loan Packages that fail to meet this deadline and the seller will be liable under penalties described in the below fee structure (see Program Penalty section). Continual failure to comply with timeliness requirements may result in removal from the Collateral Fund Program.

#### **Delivery Procedures:**

- The Loan File, as described in the Documentation Requirements section above, for each loan
  must be bound together, in a pocket folder. Wells Fargo Commitment Number and the Seller
  Loan Number must be referenced on the front of each pocket folder.
- Inventory Log (Exhibit "C") must be placed in each box. The Inventory Log can be acknowledged upon request.
- Seller must coordinate the arrival of the Loan File from the Warehouse Bank with the arrival of the dataset. Note: File will be defined as "received" against the Commitment upon receipt of the dataset and Loan File.
- After purchase, Closed Loan Packages must be sent to the attention of the *Purchase Clearing Department*. The outside of each box must be clearly marked as "Collateral Fund Closed Loan Packages". Each box must include an Inventory Log (Exhibit "C"). An ink stamp or stickers can be provided for the outside of each Closed Loan Package. Wells Fargo Loan Number must be clearly marked on the outside of each Closed Loan Package.

#### **Program Performance Standards**

- Failure to correct trending data field errors, regardless of data accuracy rating, may result in the Seller being removed from the Collateral Fund Program.
- Seller must maintain a minimum 98% data accuracy rating and a suspense rate of no more than 20%. Feedback will be provided to the Seller regarding data and document deficiencies. Wells Fargo Operations Management and Wells Fargo Sales Manager will work with Seller to improve performance. If satisfactory improvement is not noted within a designated period of time, Collateral Fund Program approval may be terminated.
- 98% of all Closed Loan Packages must be received within fourteen (14) calendar days of purchase. If standard is not met and improvement is not noted within a designated period of time, Collateral Fund Program approval may be terminated.
- Seller will receive a weekly, monthly and quarterly summary report outlining data accuracy.
   These reports will also outline any trending data deficiencies requiring correction by Seller.
- Seller will receive a weekly summary report outlining Document deficiencies.

## **Program Penalties**

- The dataset and Loan File must be received by the Commitment Delivery Expiration Date. The Standard Late Delivery Penalty or Extension Fee will be net funded from the wire if dataset and Loan File are not received by this date. Wells Fargo will not track the number of loans received after the Commitment Delivery Expiration Date as the standard fees apply.
- The Standard Late Correction Penalty will be assessed if the Loan File or data deficiencies are not cleared within required time frame. Standard Late Correction Penalty will be net funded from wire.
- Special Handling Fees may be assessed or Contract may be revised if Seller fails to meet and maintain the Performance Standards and Delivery Procedures outlined in this document.
- Seller is responsible for any penalties or losses incurred due to incorrect tax, MI or insurance information provided via dataset. Wells Fargo Bank, N.A. will bill Seller for these penalties.
- Seller is responsible for all MI payments prior to the first payment due Wells Fargo for conventional loans. The escrow account will NOT be adjusted to pay the interim MI.
- Wells Fargo will net fund all FHA Mortgage Insurance funds on amortized loans; however, there are two exceptions to this policy:
  - If the loan is seasoned, the Seller will be responsible for remitting to HUD, all FHA MI premiums which are owing prior to the first payment due to Wells Fargo Funding. A payment history will be required to show evidence of payment. If the payment history does not reflect the FHA MI payments, the loan will be suspended for evidence of payment.
  - If the Seller requires a blanket exception wherein the client pays all FHA MI premiums on amortized loans, this exception must receive approval from their Regional Sales Manager and the New Loan Reconciliation Department.
- After purchase, if the Seller fails to correct document deficiencies or meet post-purchase delivery requirements within seven (7) calendar days, Seller will be assessed a fee based on the below schedule(s).
- Assessment or payment of penalties does not affect Wells Fargo's right to repurchase or indemnify under the Seller's Guide.

#### Closed Loan Package

{All Closed Loan Packages are due within 14 calendar days of loan purchase.}

Calendar Days Outstanding	Fee Associated
from Due Date	the base of the second of the
0 - 7 days after due date expired	\$0.00
8 - 14 days after due date expired	\$50.00
15 – 44 days after due date expired	\$100.00
45 - 88 days after due date expired	\$300.00
89 - 132 days after due date expired	\$1,000.00
132 + days after due date expired	Repurchase Requested

## Post-Purchase Ad hoc File Requests/Document Deficiencies

{Closed Loan Packages requested for Due Diligence Reviews are due within 7 calendar days of request.

Document deficiencies found in Closed Loan Package during the Due Diligence or

Post-Purchase Reviews must be received within 7 calendar days of the request.}

Calendar Days Outstanding	Fee Associated
from Request	<u> </u>
0 – 7	\$0.00
8 – 12	\$50.00
13 – 22	\$100.00
23 - 52	\$300.00
53 – 82	\$1,000.00
82 +	Repurchase Requested

Seller will be billed for the outstanding fees on a monthly basis. Seller will have thirty (30) calendar days from date of invoice to pay all outstanding fees. If fees are not received within thirty (30) calendar days, Wells Fargo will deduct the sum owed by the Seller from the purchase price for eligible mortgage loans being purchased by Wells Fargo from the Seller pursuant to the Loan Purchase Agreement and Seller's Guide. A spreadsheet outlining outstanding loan level fees and total fees will be sent to Seller at the end of each month—in addition to the Financial Processing Department's invoice.

## Pre-Program Implementation: Seller Set Up

- Wells Fargo Funding may perform a site visit to review the Seller's Shipping, Quality Control, Final Documents Management and Custodial Retention Document processes and procedures. Wells Fargo Funding and Seller will discuss and confirm Collateral Fund process during the visit.
- Seller will create data extract (dataset) based on the file format provided by Wells Fargo
  Funding. Wells Fargo Funding will review the dataset to verify data elements and order are
  correct. Wells Fargo Funding will verify accuracy of data provided in Seller's dataset prior to
  implementation. (See Pre-Program Implementation Testing section below for further details.)
  Seller will be required to make changes as necessary.
- Seller must execute an Addendum to the Wells Fargo Funding Loan Purchase Agreement prior to submission of loans under this enhanced program.

## Pre-Program Implementation: Testing

- Clients who have not regularly delivered loans to Wells Fargo for purchase under the Standard Delivery Program or another Enhanced Delivery Program within the last 90 calendar days must complete the New Client Validation phase. During this phase, the Seller submits a minimum of 50 complete Closed Loan Files (as outlined in the Seller Guide) for purchase consideration. The Seller must also submit a corresponding dataset for each loan separately to the Enhanced Delivery mailbox (see Data Requirements section above). Once the loans have been reviewed under the Standard Delivery procedures and approved for purchase, the Closed Loan Files will be compared to the dataset for data accuracy testing.
- Lenders who have been delivering regularly to Wells Fargo over the last 90 days may opt to
  participate instead in the Existing Client Upgrade phase. During this phase, Wells Fargo
  selects a minimum of 50 of the Seller's previously purchased loans. The Seller provides
  corresponding datasets to the Enhanced Delivery mailbox (see Data Requirements section

above). Analysts use these files for comparison and testing. Wells Fargo will determine which loans will be used for testing purposes.

- Wells Fargo will review test files within seven (7) calendar days of receipt of both test dataset and full loan files.
- Loans will be reviewed according to current review procedures. Operations will review the test dataset against full loan files selected for data integrity.
- Seller must meet 98% data accuracy rating (calculated as the number of data errors to the average number of data errors possible on a per loan basis) over the course of the test. The testing period will continue until the Seller has demonstrated the ability to consistently provide an accurate and complete dataset. Note: Any dataset exhibiting trending data field errors, regardless of data accuracy rating, will not be allowed to implement Collateral Fund until necessary corrections are made.
- At the end of the initial test period, Wells Fargo Funding will forward results to the Seller.
   Wells Fargo Funding will decide if testing must be continued. Decision will be communicated to Seller via their Sales Manager.
- Seller will provide a contact for ongoing maintenance and dataset updates as required under section 13 Continuation of Obligation of the Collateral Fund Addendum.

Wells Fargo Funding, ... Page 4 of 4

By signing and returning this Amendment Letter to Wells Fargo, the Seller agrees to the terms of this Amendment Letter. Please cause an Authorized Officer to execute the enclosed duplicate original hereof and return it to the attention of the undersigned at the address set forth above.

Sincerely,

Name:

Title:

Vice President

CONSENTED AND AGREED TO THIS 24 DAY OF JUNE

Taylor, Bean & Whitaker Mortgage Corp.

By:

(SEAL)

Title:

cc:

Patricia Holmes

#### AMENDMENT TO LOAN PURCHASE AGREEMENT

This Amendment to Loan Purchase Agreement, by and between Wells Fargo Funding, Inc. ("Wells Fargo") and Taylor, Bean & Whitaker Mortgage Corp. (the "Seller") is dated as of March 18, 2005.

#### **RECITALS**

- A. Wells Fargo and Seller are parties to a Loan Purchase Agreement dated December 10, 2003, (the "Agreement"), which provides for the sale, assignment and delivery of mortgage loans by the Seller to Wells Fargo;
- B. The Agreement incorporates all provisions of the Wells Fargo Funding Seller Guide (the "Seller Guide"), as if set forth in the Agreement;
- C. Wells Fargo and Seller wish to amend certain provisions of the Seller Guide as set out below.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree to amend the Agreement, and the incorporated Seller Guide by including the following provisions, as if set forth in the Seller Guide:

Wells Fargo Funding Seller Guide, Compliance Reference Guide, for the state of Massachusetts regarding the Massachusetts High Cost Law is hereby amended as follows:

- Waive the prior to purchase screening process for all Massachusetts loans
- Allow Massachusetts loans to be delivered under any enhanced delivery program that Taylor, Bean & Whitaker Mortgage Corporation is or may subsequently be approved for.

THE EXCEPTION IS SUBJECT TO THE CONDITIONS, RESTRICTIONS AND LIMITATIONS LISTED BELOW AND ALL OTHER REQUIREMENTS OF THE SELLER GUIDE REMAIN UNCHANGED.

#### Limitations:

- Delegated underwritten loans only
- All other requirements of the LPA, Enhanced Delivery Amendments, and Wells Fargo Funding Seller Guide remain in affect and must be complied with

Wells Fargo has the right to terminate this Amendment at any time effective upon sending written notice to the Seller.

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

Taylor, Bean & Whitaker Mortgage Corp.	WELLS FARGO FUNDING, INC.
(Seller)	(Wells Fargo)
Signature:	Signature:
Print Name: LEE B FARKES	Print Name: Karl F. Hanson
Title: CHAIRMAN	Title: Vice President
Date: 3/21/2001	Date: 3-28-05

#### AMENDMENT TO LOAN PURCHASE AGREEMENT

This Amendment to Loan Purchase Agreement, by and between Wells Fargo Funding, Inc. ("Wells Fargo") and Taylor, Bean & Whitaker Mortgage Corp. (the "Seller") is dated as of March 18, 2005.

#### RECITALS

- A. Wells Fargo and Seller are parties to a Loan Purchase Agreement dated December 10, 2003, (the "Agreement"), which provides for the sale, assignment and delivery of mortgage loans by the Seller to Wells Fargo;
- B. The Agreement incorporates all provisions of the Wells Fargo Funding Seller Guide (the "Seller Guide"), as if set forth in the Agreement;
- C. Wells Fargo and Seller wish to amend certain provisions of the Seller Guide as set out below.

NOW THEREFORE, in consideration of the terms and conditions herein contained, the parties agree to amend the Agreement, and the incorporated Seller Guide by including the following provisions, as if set forth in the Seller Guide:

Wells Fargo Funding Seller Guide, Compliance Reference Guide, for the state of New Mexico regarding the 'Home Loan Protection Act' (SB 449) is hereby amended as follows:

- Waive the prior to purchase screening process for all New Mexico loans
- Allow New Mexico loans to be delivered under any enhanced delivery program that Taylor, Bean & Whitaker Mortgage Corporation is currently approved for and may subsequently be approved for.

THE EXCEPTION IS SUBJECT TO THE CONDITIONS, RESTRICTIONS AND LIMITATIONS LISTED BELOW AND ALL OTHER REQUIREMENTS OF THE SELLER GUIDE REMAIN UNCHANGED.

#### Limitations:

- Delegated underwritten loans only
- All other requirements of the LPA, Enhanced Delivery Amendments, and Wells Fargo Funding Seller Guide remain in affect and must be complied with

Wells Fargo has the right to terminate this Amendment at any time effective upon sending written notice to the Seller.

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

Taylor, Bean & Whitaker Mortgage Corp.	WELLS FARGO FUNDING, INC.
(Seller)	(Wells Fargo)
Signature	Signature:
Print Name: LEE B FARKAS	Print Name: Karl F. Hanson Vice President
Title: CHAIRMAN	Title:
Date: $\frac{3}{2} \frac{1}{200}$	Date:



2701 Wells Fargo Way, 1S Minneapolis, MN 55467

March 11, 2004

Taylor, Bean & Whitaker Mortgage Corp. 101 NE 2<sup>nd</sup> Street Ocala, FL 34470

Attention:

Paul Allen

RE:

Amendment to the Loan Purchase Agreement (the "Agreement") dated as of 12/10/2003, between Wells Fargo Funding, Inc. ("Wells Fargo") and Taylor, Bean & Whitaker

Mortgage Corp. ("Seller")

Dear Mr. Allen:

This letter represents an amendment (the "Amendment Letter") to the above-referenced Agreement providing for Seller's participation in Wells Fargo's **ZIP Fund Program**, effective as of March 11, 2004 (the "Effective Date"). The Agreement, any Commitment Letter issued pursuant thereto, the Seller Guide as amended from time to time, and any other documents relating to the sale and purchase of any Mortgage Loan are collectively referred to herein as the "Instruments". Any capitalized term used in this Amendment Letter and not otherwise defined shall have the meaning set forth in the Seller Guide.

The Instruments are amended as follows:

- 1. **Document Delivery Prior to Purchase.** Notwithstanding the delivery procedures and requirements found in Seller Guide Section 505, as of the effective date, prior to purchase, Wells Fargo will allow the Seller to deliver in accordance with the requirements of The Enhanced Delivery ZIP Fund Operational Document (see "Exhibit B").
- Seller Review of Mortgage Loan Documents. The Seller agrees, in exchange for the right to deliver only the ZIP Fund dataset (herinafter referred to as dataset see "Exhibit A") and ZIP Fund Loan File (see "Exhibit B") to Wells Fargo prior to purchase, to review each applicable complete Closed Loan Package for compliance with Wells Fargo's Underwriting Guidelines and Wells Fargo's Closed Loan Package requirements. The Seller hereby represents and warrants that as of the purchase date of any ZIP Fund Loan such Closed Loan Package meets all Seller Guide requirements including the Wells Fargo Master Servicing Guide, Mortgage Servicing Contract, and Accepted Servicing Practices, except as modified by this Amendment Letter, and that all hazard insurance and tax information is valid.

### Seller represents and warrants that:

- i. Seller has obtained a title commitment/binder or short form title insurance policy insuring the Mortgage Loan being delivered;
- ii. all conditions in the title commitment/binder have been met so that the Mortgage Loan delivered is a valid first lien on the mortgaged property

- iii. the commitment number, name of the insurer; and name of title agent that insured the commitment is contained in the dataset delivered
- 2. **ZIP Fund Mortgage Loans**. Wells Fargo will only consider for purchase under the ZIP Fund Program, Mortgage Loans that do not require underwriting by Wells Fargo. All ineligible mortgage loan products are listed in Exhibit "B" to this Amendment Letter in the "Program Notes" section, which Wells Fargo may add to or delete from at its sole discretion.
- 3. Wells Fargo Pre-Purchase Review. Wells Fargo will determine whether to purchase a ZIP Fund Mortgage Loan based on a review of the dataset and the ZIP Fund Loan File. If the data provided or the documents in the file, in Wells Fargo's sole judgment, are not sufficient, Wells Fargo will notify the Seller and either require the Seller to make corrections via hard copy document(s) or deliver to Wells Fargo a complete Closed Loan Package. If the Seller fails to make required corrections or deliver within the applicable time period, Wells Fargo may assess acquisition suspense penalties, late delivery charges or pair-offs as outlined in Section 400 of the Wells Fargo Funding Seller Guide.
- 4. The Seller as Custodian. Seller will hold the remainder of the Closed Loan Package (hereafter referred to as the Retention Document file) as custodian for Wells Fargo according to the terms and conditions and subject to the representations and warranties and standard of care set forth for document custodians in the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, and the Federal National Mortgage Association (collectively, the "Agencies") Seller Guides, as such are amended from time to time. The Seller shall retain the Retention Document files until Wells Fargo releases the Seller as custodian or until applicable law or regulations of the Agencies allow the Seller to destroy the Retention Documents. Prior to such time, Seller shall not deliver the Retention Documents to any third party (other than a third party that is a wholly-owned subsidiary of Wells Fargo or a parent company of Wells Fargo) or except as authorized in writing by Wells Fargo. The Seller shall act only as a custodian for Wells Fargo and shall not be deemed to be a representative or otherwise an agent of or for Wells Fargo with respect to the Retention Documents.
- 5. Reconciliation Items. There will be a six (6) month limit on reconciliation items. The New Loan Reconciliation Department will look at reconciliation items submitted on a case by case basis. Items submitted outside the six (6) month time limit are subject to the escrow being analyzed, in which case no refund is available to the Seller.
- 6. Repurchase Obligation. If the Seller fails to resolve any document deficiency within 30 calendar days of notification, or in the event of loss or destruction of any document or the entire package, the Seller must immediately repurchase the Mortgage Loan upon Wells Fargo's written demand, pursuant to the Repurchase Procedures set forth in the Seller Guide. Any failure on the Seller's part to repurchase any Mortgage Loan upon Wells Fargo's demand as set forth in this Amendment Letter shall, at Wells Fargo's option, constitute an Event of Default under the Instruments. In accordance with the Loan Purchase Agreement and Seller's Guide, Wells Fargo reserves the right to deduct from the purchase price of any Mortgage Loan that Wells Fargo purchases from the Seller any and all amounts owed to Wells Fargo by the Seller in connection with this Repurchase Obligation.
- 7. Operational Document. Attached to this Letter Amendment as Exhibit "B" is the Operational Document outlining the Program Parameters and Performance Standards that may be amended by Wells Fargo from time to time. The Seller's failure to meet Performance Standards, at Wells Fargo's sole discretion, may result in termination of the Seller's ZIP Fund Program approval.

- 8. **Due Diligence Audit.** If at any time during the term of this Amendment Letter, a loan submitted by the Seller under the ZIP Fund Program is targeted for a due diligence audit, upon notice from Wells Fargo, the Seller shall deliver the entire Retention Document File to a designated location within seven (7) calendar days. If the Seller fails to deliver the entire Retention Document File within required timeframe, Seller will be assessed a fee as set forth in the Program Penalties Section of Exhibit "B".
- 9. Post Purchase Ad hoc Document & File Requests. At any time during the term of this Amendment Letter, Wells Fargo may request individual documents or complete Retention Document files for loans submitted by the Seller under the ZIP Fund Program for review. Upon notice from Wells Fargo the Seller shall deliver the requested files or documents to a designated location within seven (7) calendar days. If the Seller fails to comply within seven (7) calendar days, Seller will be assessed a fee as set forth in the Program Penalties Section of Exhibit "B".
- 10. Quarterly Audit File Request. Each quarter, Wells Fargo Enhanced Delivery Department will request 1-10% of loans purchased from the Seller under the Zip Fund Program for audit. Upon notice from Wells Fargo, the Seller shall deliver the entire Retention Document File to a designated location within 30 calendar days. If the Seller fails to deliver the entire Retention Document File within required timeframe, Seller will be assessed a fee as set forth in the Program Penalties Section of Exhibit "B". Wells Fargo will review, within 30 calendar days of receipt, the complete Retention Document File for completeness and data accuracy.
- 11. **Document Deficiencies.** The Seller will have seven (7) calendar days from the date of notification to correct document deficiencies identified by Wells Fargo during audits or reviews outlined in paragraphs 9, 10 and 11. If the Seller fails to correct document deficiencies within seven (7) calendar days of notification, Seller will be assessed a fee as set forth in the Program Penalties Section of Exhibit "B".
- 12. Continuation of Obligations. Except as specifically amended by this Amendment Letter, the Seller is not released from any obligation to Wells Fargo under the terms of the Instruments, and the Loan Purchase Agreement remains in full force and effect. Seller affirms an ability and willingness to make continuing additions or corrections regarding the dataset as required by Wells Fargo.
- MI/Pool Claims. The Seller shall indemnify Wells Fargo and hold it harmless and make whole against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting from the Seller not being able to provide the required loan documentation to meet the requirements of Investors/Agencies and/or Mortgage Insurers. Seller may be required to repurchase if investor is required to repurchase because of failure to deliver.
- 14. **Termination or Amendment of the ZIP Fund Program**. Wells Fargo may unilaterally terminate this Amendment Letter at any time by written notice to the Seller. Any termination or suspension of the Agreement will automatically terminate this Amendment Letter. All obligations as to loans delivered prior to termination shall survive termination of this addendum or any of the instruments. Wells Fargo may unilaterally amend the terms and parameters of the ZIP Fund Program by providing Seller with 30-calendar day's advance written notice of the terms of the amendment.
- 15. **Terminated/Inactivated Clients.** If Seller's Loan Purchase Agreement is terminated or Seller becomes inactive, Seller will immediately be suspended from the ZIP Fund Program. All loans in-house will be required to meet the standard delivery procedures found in Seller Guide Section 505. All outstanding Retention Document file packages will be requested and must be received within fourteen (14) calendar days of written request.

16. **Program Utilization**. If Seller does not deliver loans under the ZIP Fund Program for a six (6) month period, the Seller will be immediately suspended from the program. All outstanding Retention Document file packages will be requested and must be received within fourteen (14) calendar days of written request.

By signing and returning this Amendment Letter to Wells Fargo, the Seller agrees to the terms of this Amendment Letter. Please cause an Authorized Officer to execute the enclosed duplicate original hereof and return it to the attention of the undersigned at the address set forth above.

Sincerely,

By:

Title:

CONSENTED AND AGREED TO THIS 17 DAY OF march , 20 0

Taylor, Bean & Whitaker Mortgage Corp

Ву:

(SEAL)

Name:

2

Title:

CHAIRMAN

CC:

Patricia Holmes

# WELLS FARGO FUNDING, INC. CONVENTIONAL DELEGATED UNDERWRITING AMENDMENT

This Conventional Delegated Underwriting Amendment (the "Amendment") is entered into this 20th day of February, 2004 by and between, Taylor, Bean & Whitaker Mortgage Corp. (the "Seller") and Wells Fargo Funding, Inc. ("Wells Fargo").

2	The Agreement(s). The Seller and Wells Fargo have entered into (check the appropriate box(es)):
[	Conventional Loan Purchase Agreement ("CLA") dated:
Ę	Loan Purchase Agreement ("LPA") dated: 12/10/2003
[	Conventional Trade Assignment ("CTA") dated:
f	ursuant to the terms of which, the Seller has agreed to sell to Wells Fargo and Wells Fargo has agreed to but com the Seller Mortgage Loans (the CLA, LPA and CTA hereinafter referred to individually and collectively s the "Agreement(s)").
	clegated Underwriting Authority. In exchange for the promises contained in this Amendment and other

- 2. <u>Delegated Underwriting Authority</u>. In exchange for the promises contained in this Amendment and other valuable consideration, the sufficiency of which the parties hereby acknowledge, the Seller and Wells Fargo hereby amend the applicable Agreement(s) and the Seller Guide to provide for the Seller's participation in Wells Fargo's Delegated Underwriting Program when the Seller delivers Delegated Loans (as defined below) to Wells Fargo in compliance with the Agreement(s), the Seller Guide and this Amendment.
- 3. Defined Terms and Ratification of the Agreement(s). Unless the context otherwise clearly requires, all capitalized terms used in this Amendment shall have the meanings specified in the Agreement(s) and the Seller Guide, and except as expressly amended hereby, the Agreement(s) and the Seller Guide remain unchanged and in full force and effect in all respects and are hereby ratified and confirmed by the parties.
- 4. <u>Delegated Loans</u>. For purposes of the Sciler's participation in the Delegated Underwriting Program, Delegated Loans are defined as Mortgage Loans meeting the following requirements:
  - Standard Delegated Conforming: Loans up to 97% LTV (or applicable program LTV) / 95 % CLTV;
  - Standard Delegated Non-Conforming: Loans up to \$650,000 not to exceed 95% LTV (or applicable program LTV);

### 5. Delegated Underwriting Process.

- a. <u>Delivery</u>. Notwithstanding the provisions of Section 500 of the Seller Guide, the Seller is not required to submit the Credit Package to Wells Fargo for Underwriting prior to Closing.
- b. Review Standard. Seller agrees to review each Delegated Loan for conformance to the applicable Underwriting Guidelines using as its standard of care what a knowledgeable and sophisticated institutional investor active in the residential secondary mortgage market or an appropriate reviewing authority would typically expect of a mortgage loan underwriter.
- c. <u>Closing Documents</u>. Seller must include the underwritten Credit Package along with the Standard Closing Documents set forth in Section 505 of the Seller Guide. Wells Fargo reserves the right to refuse to Fund any Delegated Loan that does not meet Wells Fargo's product parameters.
- d. <u>Underwriting Fee.</u> Wells Fargo shall not levy a Underwriting Fee as set forth in the Program Documents on any Delegated Loan submitted for purchase under the Wells Fargo Delegated Underwriting Program; provided however, the Seller pays Wells Fargo a process fee equal to one hundred dollars (\$100.00) for each such Delegated Loan. This fee is not refundable.

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- 6. Additional Representations and Warranties. In addition to the representations and warranties set forth in the Program Documents, the Seller makes the following additional representations and warranties as to each Delegated Loan submitted to Wells Fargo for Purchase: (i) each Delegated Loan complies with Wells Fargo's product parameters and with all other terms and conditions of the Agreement(s) and the Seller Guide; (ii) each Delegated Loan complies with the applicable Underwriting Guidelines in effect at the time of delivery and provided for in the Seller Guide; and (iii) underwriters employed by the Seller underwrote each Delegated Loan.
- 7. Quality Control. Prior to Wells Fargo purchasing any Delegated Loans, Wells Fargo shall be entitled to review the Seller's underwriting practices and quality control procedures and any other documents Wells Fargo deems necessary as a condition of purchasing any Delegated Loans. Wells Fargo shall also have the right to perform post-purchase reviews of Delegated Loans purchased by Wells Fargo from the Seller. The Seller shall provide Wells Fargo with any additional information or document which Wells Fargo reasonably determines is required to perform such post purchase review. Any prior or post purchase review by Wells Fargo shall not waive or effect in any way the Seller's representations or warranties or Wells Fargo's rights and remedies under the terms and conditions of the Program Documents.

#### 8. Termination.

- a. <u>Upon Default</u>. Either party may immediately terminate this Amendment if the other party fails to perform any of this Amendment's material terms and conditions.
- b. Required by Law. This Amendment shall automatically terminate when required by any governmental authority or court of law. If any order or ruling of any governmental authority or court of law shall require a party to be in default of any obligation pursuant to this Amendment, then this Amendment may be terminated by such party immediately upon notice to the other party.
- c. <u>Termination by Wells Fargo</u>. Wells Fargo may immediately terminate this Amendment at any time at its sole option upon written notice to the Seller.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first set forth above.

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

WELLS FARGO FUNDING, INC.

By:

By:

ts: CEO Its: Senior Vice President

Date: 03-10-04 Date: 3/11/04

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Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.01: General/Events of Default (07/23/2007)

# 305.01: General/Events of Default (07/23/2007)

This section sets forth events constituting defaults under the terms and conditions of the Program Documents ("Events of Default") and sets forth remedies available to Wells Fargo upon the occurrence of an Event of Default. The Seller is responsible for notifying Wells Fargo immediately upon the Seller's knowledge of any Event of Default.

The Remedies available to Wells Fargo vary based on the Loan type, manner of underwriting (if applicable), and the applicable representation, warranty or covenant and are in addition to any other remedies Wells Fargo may have at law or in equity. (See also Section 305.10 of this Seller Guide.) These remedies include, but are not limited to:

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- Repurchase
- Indemnification
- Reasonable Assurances
- Suspension and Termination
- Set-off (Net Fund)
- Withholding of Fundings

The Events of Default for which Wells Fargo is entitled to remedies include, but are not limited to:

- Early Payment Default (delinquency or foreclosure)
- Breach of Representation or Warranty
- Uninsurable Loan
- Unmarketable Loan
- Fraud and/or Misrepresentation
- Early Payoff

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.02: Remedies to Events of Default (05/05/2008)

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# 305.02: Remedies to Events of Default (05/05/2008)

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The matrices below outline Events of Default for which Wells Fargo is entitled to select a Repurchase or Indemnification remedy (see Sections 305.03 and 305.05 below). The remedies are categorized according to Family Type, Event of Default, underwriting party and from what party Wells Fargo will seek a remedy. Generally, in the event that the Seller underwrites the Loan, the Seller is liable where noted. If the Event of Default occurs, and if Wells Fargo or its agent (i.e., third party underwriter) underwrites the Loan, the Seller is liable only in those cases where the default involves breach of a representation or warranty, misrepresentation, fraud, or Mortgage Loan documentation.

Underwritten

Seller

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Ву:

		Delegated					
	Family Type	Govt	Conventional				
			/Confo 。 (Y cos(か)む	rming -	Non-Conforming <sup>1</sup>		Expanded Financing Alternatives <sup>sm</sup>
	U/W Option		·LP/DU® + (	s .Manual	Direct Express And Jumbo AU Options	Manual	Manual
	Early Payment Default	Repurchase, Indem. <sup>2</sup>	Repurchase, Indem. <sup>2</sup>	Repurchase, Indem. <sup>2</sup>	Repurchase, Indem. 2,3	Repurchase, Indem. <sup>2</sup>	Repurchase
Default Event	Breach of Representation or Warranty (Loan)	Repurchase	Repurchase	Repurchase	Repurchase	Repurchase	Repurchase
	Unmarketable Loan	Repurchase	Repurchase	Repurchase	Repurchase subject to limits noted in Sec. 305.03e	Repurchase	Repurchase
	Government Uninsurability	Repurchase	. § . <u></u>	<u></u> 			

- Regardless of Loan amount, VOA, SISA and Relocation Loans are considered Non-Conforming Loans.
- 2. At the sole discretion of Wells Fargo, indemnification may be allowed.
- 3. Loans receiving an "Accept" response from Direct Express are not subject to EPD remedy.
- 4. Although EFA is no longer available, the remedy continues to apply to Mortgage Loans sold under that program when it existed.

	Underwritten By:	Wells Fargo Prior Approval including Third Party Contract Underwriting Conventional			
	Family Type	Conforming	Non-Conforming <sup>1</sup>	Expanded Financing Alternatives ****3	
	U/W Option	. , All	All	All	
	Early Payment Default	Not Applicable	Not Applicable	Not Applicable	
Default	Breach of Representation or Warranty (Loan)	Repurchase	Repurchase	Repurchase	
Event	Unmarketable Loan	Repurchase <sup>2</sup>	Repurchase <sup>2</sup>	Repurchase <sup>2</sup>	
	Government Uninsurability	一一 计小线经验证证		***	

- 1. Regardless of Loan amount, VOA, SISA and Relocation Loans are considered Non-Conforming Loans.
- 2. For conventional Loans underwritten by Wells Fargo or its agent, the repurchase remedy applies only to non-underwriting issues.

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 Although EFA is no longer available, the remedy continues to apply to Mortgage Loans sold under that program when it existed.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.03: Repurchase Events of Default (07/23/2007)/305.03: Repurchase Events of Default (07/23/2007)

# 305.03: Repurchase Events of Default (07/23/2007)

If any of the events listed below occurs, Wells Fargo shall have the right to require the Seller to Repurchase Wells Fargo's interest in the relevant Mortgage Loan at the Repurchase Price as set forth in Section 305.04 below.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.03: Repurchase Events of Default (07/23/2007)/305.03, a.: Early Payment Default (10/29/2009)

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# 305.03, a.: Early Payment Default (10/29/2009)

- (i) First Four (4) Payment Default. Any of the first four (4) payments due to Wells Fargo or its assigns on a FHA or VA Mortgage Loan (a "Government Loan") or on a Delegated Conforming or Non-Conforming conventional Mortgage Loan that becomes ninety (90) days or more, delinquent; or
- (ii) Other Early Payment Defaults. Any of the following number of payments due to Wells Fargo or its assigns on the referenced insured Government Loan or on a Delegated Conforming Loan that becomes ninety (90) days or more delinquent:
  - If a HUD repossession without an appraisal, any of the first twelve (12) payments.
  - If a VA streamline refinance securing California property and the Seller does not provide a valuation of the property, any
    of the first twenty-four (24) payments. Note: For purposes of this provision, a Servicing VECTOR™ AVM will be
    considered a valuation of the property, See Section 600.03 for clarification of transaction specific to valuation
    requirements; or
- (iii) Expanded Financing Alternatives Early Payment Default, After the Seller has transferred an Expanded Financing Alternatives Mortgage Loan to Wells Fargo, if the Mortgagor fails to make the first monthly payment due to Wells Fargo by the end of the second month following such payment's due date. Wells Fargo, may, at its option, require the Seller to repurchase Wells Fargo's interest in the relevant Mortgage Loan at the repurchase price or may take such other remedies as set out in Section 305 of this Seller Guide.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.03: Repurchase Events of Default (07/23/2007)/305.03, b.: Breach of Representation or Warranty (07/23/2007)

#### 305.03, b.: Breach of Representation or Warranty (07/23/2007)

Seller defaults under or breaches, or Wells Fargo or any of its assigns discovers the inaccuracy of any of the Representations, Warranties or Covenants set forth in the Program Documents (See generally Section 300 of this Seller Guide).

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Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.03: Repurchase Events of Default (07/23/2007)/305.03, c.: Uninsurable Mortgage (07/23/2007)

305.03, c.: Uninsurable Mortgage (07/23/2007)

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- (i) Certificate of Insurance. The certificate of insurance has not been duly issued by a mortgage insurance company or guarantor ("Mortgage Insurer") acceptable to Wells Fargo
- (ii) Insurance Premium. The mortgage insurance premium has not been paid to the Mortgage Insurer;
- (iii) Insurance Cancellation or Denial. The Mortgage Insurer cancels coverage and/or denies a claim under such coverage due to fraud, misrepresentation or omission of a material fact or for any other reason related to the eligibility of the Mortgage Loan for Mortgage Insurance or guaranty.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.03: Repurchase Events of Default (07/23/2007)/305.03, d.: Fraud and/or Misrepresentation (07/23/2007)

#### 305.03, d.: Fraud and/or Misrepresentation (07/23/2007)

The Borrower or any other party to 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.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305,03; Repurchase Events of Default (07/23/2007)/305.03, e.: Unmarketable Loan (07/23/2007)

# 305.03, e.: Unmarketable Loan (07/23/2007)

The Mortgage Loan the Seller delivers to Wells Fargo is unmarkétable, or unmarketable on the secondary market without loss to Wells Fargo, including, but not limited to, a Mortgage Loan as to which:

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

The foregoing notwithstanding, a Mortgage Loan will not be considered to be unmarketable relative to the creditworthiness of the Borrower for purposes of this Section if the Seller received Direct Express Feedback of "ACCEPT" for a Non-Conforming, conventional Mortgage Loan, and all of the following have been satisfied:

- All data entered into Direct Express specific to the related Mortgage Loan is complete, true and accurate, and remains unchanged as of the Mortgage Loan's Closing Date;
- Seller has complied with all messages and conditions contained in the Direct Express Feedback Form, and has documented the Closed Loan Package appropriately;
- Seller has verified the data and taken all other necessary actions in compliance with Wells Fargo's requirements as set forth in
  the Seller Guide and on the related Mortgage Loan's Direct Express Feedback Form, and in accordance with reasonable and
  prudent underwriting methods. Acceptable evidence of such verification and/or actions is included in the Closed Loan Package;
- Seller must review the Closed Loan Package to determine there is no potentially derogatory, misleading, contradictory, fraudulent, omitted or inaccurate information, and that all information available to Seller has been prudently considered; and

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Seller has complied with all other requirements and restrictions contained in the Seller Guide, including any updates, amendments, supplements, Newsflashes or other announcements.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.04: Repurchase Remedy (07/23/2007)/305.04, a.: Repurchase Price (07/23/2007)

# 305.04, a.: Repurchase Price (07/23/2007)

The amount the Seller must pay to Wells Fargo upon Wells Fargo's Repurchase request to the Seller ("Repurchase Price") shall be calculated as follows:

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#### (i) The Purchase Price

If the Loan has not been pooled, the Purchase Price, including any premium pricing plus the Servicing Release Premium ("SRP") paid to the Seller, <u>or</u>

If the Loan has been pooled, the Purchase Price plus the SRP paid to the Seller at the time of purchase based on the outstanding principal balance due and owing on the Mortgage Loan as of the date of Repurchase, plus

#### (ii) Modified Loan Amount

Wells Fargo may, as part of its loss mitigation efforts, enter into an agreement modifying the terms of the Loan (Modification Agreement) with a Borrower suffering an involuntary inability to pay their Mortgage under the original terms of the Note. Such Modification Agreement may increase the amount of the unpaid principal balance due to capitalization of interest, Escrow amount and/or other advances. If default should recur on that Loan, the Repurchase Price will include the outstanding principal balance based on the modified Loan amount, plus

- (iii) Expenses Any and all documentary stamp taxes, recording fees, transfer taxes, and all other expenses payable in connection with any such Repurchase, including, without limitation, any loss relating to the Mortgage Loan, all costs or expenses incurred by Wells Fargo in the course of Repurchasing such Mortgage Loan from a third party, and Wells Fargo's reasonable attorneys' fees; plus,
- (iv) Interest, Penalties and Fees Accrued but unpaid interest up to the first day of the month following the date of Repurchase and any penalties or fees charged to Wells Fargo by the Servicer, such as, but not limited to, late fees or restoration fees.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.04: Repurchase Remedy (07/23/2007)/305.04, b.: Procedure for Completing Repurchase (07/23/2007)

# 305.04, b.: Procedure for Completing Repurchase (07/23/2007) (2)

- (i) Repurchase. The Seller must Repurchase Wells Fargo's interest in the identified Mortgage by the Repurchase invoice due date. In the event the Repurchase is not completed by the invoice due date, Wells Fargo may net fund (set-off) the amount from subsequent amounts due to the Seller. Alternatively, Wells Fargo may, in its sole discretion, obtain a market price from Secondary Marketing and require Seller to reimburse Wells Fargo for the marketing loss incurred plus the SRP.
- (ii) Wire Transfer of Funds. The Seller shall effect Repurchases by wire transfer from the Seller to Wells Fargo of immediately available funds. At its option, Wells Fargo may choose to consider a wire as being received in the following month if it is received in the last three- (3) business days of the given month.
- (iii) Release of Loan File. Upon receipt by Wells Fargo of the Seller's funds for Repurchase, Wells Fargo shall release to the Seller the related Loan File(s) and shall execute and deliver to the Seller such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in the Seller, or its designee, title to such Repurchased Loans.
- (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 Loans. The date of Repurchase is the date when Wells Fargo receives the Repurchase Price funds by wire transfer.

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Please Note: Wells Fargo's decision to require the Seller to Repurchase a Mortgage shall be conclusive. The Seller's failure to comply with Wells Fargo'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's right to take other action to enforce its rights or protect its interests, including, but not limited to those remedies set forth in General Remedies ( Section 305.10).

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.05: Indemnification Remedy For Early Payment Event Of Default (09/01/2007)/305:05: Indemnification Remedy For Early Payment Event Of Default (09/01/2007)

# 305.05: Indemnification Remedy For Early Payment Event Of Default (09/01/2007)

If an Early Payment Event of Default occurs as set forth in Section 305.03 and again in this Section 305.05 on an insured Government Loan or on a Delegated conventional Loan; Wells Fargormay, at its sole discretion, and instead of exercising its right to demand Repurchase of the related Mortgage Loan as set forth in Section 305.02, offer the Seller the option to pay Wells Fargo an Indemnification Amount as set forth in this Section 305.05.

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Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305; Events of Default; Remedies; Indemnification/305.05; Indemnification Remedy For Early Payment Event Of Default (09/01/2007)/305.05. a.: Early Payment Defaults (09/01/2007)

# 305.05, a.: Early Payment Defaults (09/01/2007) இத்திருந்தின்ற இது இருந்திருந

- First Four (4) Payment Default. Any of the first four (4) payments due to Wells Fargo or its assigns on an insured (i) Government or on a Delegated Conforming Balance Loan becomes ninety (90) days or more. Delinquent; or
- Other Early Payment Defaults. Any of the number of payments due to Wells Fargo or its assigns on an insured Government (ii) Loan becomes ninety (90) days or more delinquent as follows: 30 365
  - If a HUD repossession without an appraisal, any of the first twelve (12) payments.
  - If a VA streamline refinance securing California property and the Seller does not provide a valuation of the property, any of the first twenty-four (24) payments. SAME THE STATE OF 
Note: For purposes of this provision, a Servicing VECTORTM AVM will be considered a valuation of the property. See Section 600.03 for clarification of transaction – specific to valuation requirements.

 $\gamma_{ij} = \gamma_{ij}$ Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305; Events of Default; Remedies; Indemnification/305.05; Indemnification Remedy For Early Payment Event Of Default (09/01/2007)/305.05, b.: Indemnification Amount (09/01/2007)

#### 305.05, b.: Indemnification Amount (09/01/2007)

The Indemnification Amount, if offered by Wells Fargo in place of Repurchase, shall be as follows:

- (i) Insured Government Loans —
  - For Insured FHA Loans: Any SRP paid to the Seller and a non-refundable \$3,000 fee, plus, if the Loan has not been pooled, any above par pricing premium. 1. 1.4
  - For Guaranteed VA Loans: Any SRP paid to the Seller and a non-refundable \$3,000 fee and an additional deposit based on the Loan amount and the state in which the subject Mortgage Property is located. Upon foreclosure, Wells Fargo will reconcile any such additional deposit and either bill the Seller for any additional costs incurred or refund to the Seller any moneys due the Seller, plus if the Loan has not been pooled, any above pricing premium.
- THE PROPERTY WAS ASSESSED. (ii) For Delegated Conforming or Non-Conforming Conventional Loans: Any SRP paid to the Seller and a non-refundable Luna SVEGIGERAL OF

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\$1,500 fee, plus, if the Loan has not been pooled, any above par pricing premium.

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The indemnification amount is due from the Seller within (30) days of Wells Fargo's request. In the event the indemnification amount is not received by the due date, Wells Fargo will net fund the amount. (See 305.10 (q.))

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305; Events of Default; Remedies; Indemnification/305.06; Early Payoff Event of Default & Remedies (07/23/2007)

# 305.06: Early Payoff Event of Default & Remedies (07/23/2007)

In the event an FHA, VA, RHS Mortgage Loan (a "Government" loan) or a conventional Mortgage Loan (defined as all loan types other than Government loans, and including "jumbo" loans) is paid offin full within 90 days of purchase, the Seller may be required to reimburse Wells Fargo as follows:

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Loan Type	-	Pooled	Not Pooled	
	SRP	Above Par Pricing Premium	.∳γ SRP	Above Par Pricing Premium
Government	YES	NO 275	YES	YES
Conventional Conforming	YES	NO	YES	YES
Conventional Non- Conforming	YES 1	NO	YES 1	YES <sup>2</sup>

- 1) SRP is included in the price at the time of funding. Unless otherwise noted on the Funding Transmittal or Trade Ticket, SRP value is 1.3% of the Purchase UPB.
- 2) Seller will be required to reimburse Wells Fargo for any amount in excess of par plus the SRP included in the purchase price.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.07: Questionable Refinancing Practices Event of Default & Remedies (07/23/2007)/305.07; Questionable Refinancing Practices Event of Default & Remedies (07/23/2007)

# 305.07: Questionable Refinancing Practices Event of Default & Remedies (07/23/2007)

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 Mortgages, refinancing existing Mortgages and reviewing Mortgages originated by third parties appropriate safeguards to preclude the possibility of violating Wells Fargo's prohibitions against questionable refinancing practices.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.07: Questionable Refinancing Practices Event of Default & Remedies (07/23/2007)/305.07, a.: Prohibited Activities (07/23/2007)

#### 305.07, a.: Prohibited Activities (07/23/2007)

(i) Selling Loan in Process of Refinancing, Wells Fargo considers, the delivery of any Mortgage that is in the process of being refinanced (or acquiring from, or funding for, à 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's purchase or securitization any Mortgage 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 considers an originator to be in the process of refinancing a Mortgage if, at the time the Mortgage is delivered to Wells Fargo, 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 Mortgage that has the same Borrower and property as the Mortgage that is being delivered to Wells Fargo.

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(ii) Targeting. Wells Fargo considers specifically targeting or allowing other Loan originators at any time to specifically target Borrowers whose Mortgages are owned, securitized or serviced by Wells Fargo as unacceptable.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300 SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.07: Questionable Refinancing Practices Event of Default & Remedies (07/23/2007)/305.07; b.: Permitted Activities (07/23/2007)

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# 305.07, b.: Permitted Activities (07/23/2007)

Wells Fargo 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 Mortgages it has sold to Wells Fargo as long as the Seller does not specifically target, or allow other Loan originators to specifically target. Borrowers whose Mortgages are owned or securitized by Wells Fargo.
- (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 adjustablerate) or to those Borrowers whose Mortgages fall within specific interest rate ranges. The Seller may not, however, treat or allow other Loan originators to treat Mortgages it has sold to Wells Fargo as separate classes of Mortgages 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 Mortgages by advising them of refinancing terms and streamlined origination arrangements that are available, including Wells Fargo's own alternatives.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300 SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default, Refliedies, Indemnification/305.07: Questionable Refinancing Practices Event of Default & Remedies (07/23/2007)/305.07; C. Review of Activities/Remedies (07/23/2007)

# 305.07, c.: Review of Activities/Remedies (07/23/2007)

Wells Fargo will review Sellers that have high levels of prepayments. If such a review raises serious concerns about the Seller's practices, Wells Fargo will conduct a review of the Seller's origination and refinancing activities to ensure that they are in compliance with Wells Fargo's requirements. Wells Fargo will be entitled to one or more appropriate General Remedies if Wells Fargo finds that the Seller has violated Wells Fargo's policies and requirements set forth in this Section 305.07, including, but not limited to, requiring the Seller to make Wells Fargo whole for any losses resulting from additional made by Agencies or investors.

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Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.08: Adverse Financial Condition Of The Seller Event of Default (07/23/2007)

#### 305.08: Adverse Financial Condition Of The Seller Event of Default (07/23/2007)

In the event the Seller undergoes any adverse financial condition Wells Fargo 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 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 Program Documents.

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 Wells Fargo determines in its sole discretion that the Seller's sales and warranty obligations are disproportionate to its capital and/or assets.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09: General Events of Default (07/23/2007)

#### 305.09: General Events of Default (07/23/2007)

If any of the events listed below in this Section 305.09 occur. Wells Fargo has the right to demand Repurchase of the related Mortgage Loan as set forth in Repurchase Events of Default (Section 305.03), or Wells Fargo may require one or more applicable remedies set forth in General Remedies (Section 305.10).

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09, a.: Breach of Representation or Warranty (07/23/2007)

#### 305.09, a.: Breach of Representation or Warranty (07/23/2007)

As set forth in Section 305.02 and in this Section 305.09, Seller defaults under or breaches, or Wells Fargo or any of its assigns discovers the inaccuracy of, any of the representations, warranties or covenants concerning the Seller set forth in the Program Documents (See generally, Section 300 of this Seller Guide.)

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09, b.: Guaranty and Support Agreement Default (07/23/2007)

# 305.09, b.: Guaranty and Support Agreement Default (07/23/2007)

Any Guaranter of the Seller's obligations defaults under the terms of a Guaranty and Support Agreement (including, without limitation, any default by Guaranter in maintaining any minimum Tangiple Net Worth required under such Guaranty and Support Agreement) given to Wells Fargo on the Seller's behalf, any such Guaranter becomes insolvent or bankrupt; Wells Fargo determines in its sole discretion that a material adverse change has occurred in such Guaranter's financial condition; or any Guaranter fails to meet any capital, leverage or other financial standard imposed by any applicable regulatory authority.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09, c.: Other Agreement Default (07/23/2007)

### 305.09, c.: Other Agreement Default (07/23/2007)

The Seller defaults under the terms of any other agreement to which the Seller and Wells Fargo are parties.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09, d.; Failure to Meet Repurchase Obligation (07/23/2007)

# 305.09, d.: Failure to Meet Repurchase Obligation (07/23/2007)

The Seller fails to Repurchase from Wells Fargo any Mortgage Loan required to be Repurchased under the terms of the Program Documents.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION:300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remadles Hindemnification/305:09: General Events of Default

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(07/23/2007)/305.09, e.: Legal or Regulatory Action (07/23/2007)

#### 305.09, e.: Legal or Regulatory Action (07/23/2007)

The Seller is placed on probation or a federal or state government agency restricts the Seller's 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 s convicted of any criminal act that relates to lending or Loan servicing activities.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09, f.: Failure to Meet Insurer's Approval Standards (07/23/2007)

# 305.09, f.: Failure to Meet Insurer's Approval Standards (07/23/2007)

The Seller is unable to meet the approval standards of any Mortgage Insurer or other entity that provides insurance or other credit anhancements in connection with Wells Fargo's efforts to sell the Mortgage Loans or to borrow based on the collateral value of the Mortgage Loans.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09, g.: Failure to Deliver Required Documents (07/23/2007)

# 305.09, g.: Failure to Deliver Required Documents (07/23/2007)

The Seller fails to deliver to Wells Fargo any required documents.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.09: General Events of Default (07/23/2007)/305.09, h.: Invalid Assignment (07/23/2007)

# 305.09, h.: Invalid Assignment (07/23/2007)

The Seller assigns or attempts to assign its interests, rights or obligations under the Loan Purchase Agreement without Wells Fargo's prior written consent.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; indemnification/305.10: General Remedies (07/23/2007)/305.10: General Remedies (07/23/2007)

# 305,10: General Remedies (07/23/2007)

Wells Fargo shall have available to it the following General Remedies in the event Wells Fargo has reason to believe that the Seller preached the terms and conditions of the Loan Purchase Agreement, this Seller Guide or that an Event of Default has occurred.

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

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.10: General Remedies (07/23/2007)/305.10, a.: Real Estate Owned ("REO") Indemnification (07/23/2007)

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# 305.10, a.: Real Estate Owned ("REO") Indemnification (07/23/2007)

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With respect to each Mortgage Loan that is the subject of any breach of one or more representations, warranties or covenants specified in the Program Documents, if Wells Fargo (or Wells Fargo's agent or affiliate, or any subsequent owner of the Mortgage Loan 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 Mortgage Loan, then, within thirty (30) days after Wells Fargo's demand, the Seller shall, at Wells Fargo's option:

- (i) purchase the Mortgaged Property from Wells Fargo at a purchase price equal to the Repurchase Price; or
- (ii) if Wells Fargo has sold or otherwise disposed of the Mortgaged Property, indemnify and hold Wells Fargo harmless for any loss resulting therefrom.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies (07/23/2007)/305.10, b.: General Indemnification (07/23/2007)

# 305.10, b.: General Indemnification (07/23/2007)

The Seller shall indemnify and hold Wells Fargo harmless from and against, and shall pay on behalf of Wells Fargo 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 Program Documents, 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 in religing upon any representation, warranty or obligation made by Seller in or pursuant to the Program Documents. The Seller also shall indemnity Wells Fargo and hold it harmless against all Liabilities incurred by Wells Fargo in enforcing the Program Documents.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.10: General Remedies (07/23/2007)/305.10, c.: Reasonable Assurances (07/23/2007)

#### 305.10, c.: Reasonable Assurances (07/23/2007)

If, at any time during the term of the Loan Purchase Agreement, Wells Fargo has reason to believe that an Event of Default has occurred, Wells Fargo shall have the right to demand, pursuant to written notice from Wells Fargo 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 Program Documents to the contrary, and so long as no other Event of Default has occurred and is continuing, Wells Fargo shall only be entitled to exercise such reasonable assurance remedy as may be necessary or appropriate for Wells Fargo 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.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300; SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305; Events of Default; Remedies; Indemnification/305.10; General Remedies (07/23/2007)/305.10, d.: Possession of Files and Documents (07/23/2007)/305.10; d.: Possession (07/23/2007)/305.10; d.: Possession (07/23/2007)/305.10; d.: Possession (07/23/2007)/305.10; d.: Possessi

# 305.10, d.: Possession of Files and Documents (07/23/2007)

Wells Fargo 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 Loan Files and Documents relating to a Mortgage Loan belonging to the Seller which could qualify for sale to Wells Fargo pursuant to the Seller's commitments.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.10: General Remedies (07/23/2007)/305.10, e.: Suspension or Termination of Selling Privileges (07/23/2007)

# 305.10, e.: Suspension or Termination of Selling Privileges (07/23/2007)

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- (i) Suspension Without affecting any other of Wells Fargo's remedies, Wells Fargo, 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, Wells Fargo may determine in its sole discretion whether it will continue to purchase Mortgage Loans under outstanding Commitments previously obtained by the Seller or refuse to Fund any or all Mortgage Loans, pending the cure, to Wells Fargo's satisfaction, of the Event of Default. If the Event of Default is, in Wells Fargo's judgment, not susceptible of cure, or if such Event of Default is, in Wells Fargo's judgment, susceptible of cure, but has not been cured within thirty (30) calendar days after Wells Fargo gives the Seller written notice of an Event of Default ("Event of Default Notice"), or such other period as Wells Fargo sets forth in such Event of Default Notice, Wells Fargo may, by written notice to the Seller immediately terminate any and all of Wells Fargo's duties and obligations under the Program Documents.
- (ii) Termination Due to Event of Default Wells Fargo may immediately terminate the Seller upon an Event of Default.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.10: General Remedies (07/23/2007)/305.10, f.: Right to Withhold Fundings (07/23/2007)

# 305.10, f.: Right to Withhold Fundings (07/23/2007)

Upon any termination or suspension, Wells Fargo shall have the right to suspend the Seller's Fundings until such time as Wells Fargo has determined in the exercise of its reasonable judgment that Wells Fargo has insulated itself from any potential harm or loss relating to the Seller's sale of Mortgage Loans to Wells Fargo.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.10: General Remedies (07/23/2007)/305.10, g.: Right of Set-Off (07/23/2007)

# 305.10, g.: Right of Set-Off (07/23/2007)

(also known as Net Fund) — Wells Fargo may set-off and deduct any fees, perialities or other sums owed to Wells Fargo by the Seller under the terms of the Program Documents, which may include indemnification and repurchase invoices.

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Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.10; General Remedies (07/23/2007)/305.10, h.: Notification of Agencies or Regulators (07/23/2007)

# 305,10, h.: Notification of Agencies or Regulators (07/23/2007)

Wells Fargo may notify any relevant Agency or regulator of the occurrence of an Event of Default involving fraud or misrepresentation.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.10: General Remedies (07/23/2007)/305.10, i.: Indemnification for Letter of Credit (07/23/2007)

#### 305.10, i.: Indemnification for Letter of Credit (07/23/2007)

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

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.11: Notification of Breach

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# 305.11: Notification of Breach (07/23/2007)

Wells Fargo 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 of Wells Fargo's remedies nereunder, including, without limitation, the Repurchase Remedy with respect to the Mortgage Loan, 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's discovery and notice to the Seller of the breach and Wells Fargo's demand for any remedy. Notwithstanding any other provision of the Program Documents to the contrary, the Seller shall remain liable for all remedies hereunder even if Wells Fargo discovers a breach after the Mortgage Loan no longer exists.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300 SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.12; Waiver of Defaults/Remedies (07/23/2007)

# 305.12: Waiver of Defaults/Remedies (07/23/2007)

Wells Fargo 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 in exercising, or failure to exercise, any right arising from such default affect or impair Wells Fargo's rights as to such default or any subsequent default. All of Wells Fargo's remedies are non-exclusive and cumulative. Wells Fargo'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.

Wells Fargo Seller Guides/Wells Fargo Funding Seller Guide/SECTION 300: SELLER REPRESENTATIONS, WARRANTIES & COVENANTS/305: Events of Default; Remedies; Indemnification/305.13: Termination (07/23/2007)

# 305.13: Termination (07/23/2007)

#### **TERMINATION WITHOUT CAUSE**

In addition to the provisions set forth elsewhere in the Program Documents for termination of the Loan Purchase Agreement or any of the other Program Documents, either the Seller or Wells Fargo may terminate the Loan Purchase Agreement or any of the Program Documents 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 be at least thirty (30) days after the date such party sends such written notice.

#### **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 Loan Purchase Agreement by Wells Fargo shall not apply to any Mortgage Loans that have been Registered with Wells Fargo by the Seller before the effective date of the termination.
- DUE TO BREACH OR AN EVENT OF DEFAULT If Wells Fargo terminates the Loan Purchase Agreement or any Program Document due to an Event of Default, Wells Fargo may refuse to Register or Fund any or all Mortgage Loans 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 for any reason or cause relating to any consequential, incidental or indirect damages arising out of, or in connection with, the Seller's suspension or termination.
- SURVIVAL OF REMEDIES It is understood and agreed that Wells Fargo's remedies set forth in this Section, in the Loan Purchase Agreement, this Seller Guide and/or other Program Documents shall survive the sale and delivery of the related Mortgage Loan to Wells Fargo and Wells Fargo's funding of the related Purchase Price, and will continue in full force and effect, notwithstanding any termination of the related Loan Purchase Agreement and this Seller Guide, or any restrictive or qualified endorsement on any Note or Assignment of Mortgage or Mortgage Loan approval or other examination of or Wells Fargo's failure to examine any related Mortgage Loan File.

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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 800: CONVENTIONAL UNDERWRITING / 800: Wells Fargo Underwriting / 800.01a: Wells Fargo Underwriting Philosophy (12/01/2006)

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# 800.01a: Wells Fargo Underwriting Philosophy (12/01/2006)

Conforming Conventional Loans sold to Wells Fargo should be prudently underwritten to the standards and guidelines of Fannie Mae or Freddie Mac, unless guidelines indicate otherwise in Section 820. Non-conforming Conventional Loans sold to Wells Fargo should be prudently underwritten to the standards and guidelines as set forth in the Wells Fargo Non-conforming Underwriting Guidelines found in Section 825. We understand that because of the multitude of factors involved in a Loan transaction, no Seller Guide or set of guidelines can contemplate every potential situation. Therefore, each case is weighed individually on its own merits.

Wells Fargo's underwriting philosophy is to weigh all risk factors inherent in the Loan file, giving consideration to the individual transaction and Borrower profile, the level of documentation provided, the property used to collateralize the debt, and the source of the business. Because each Loan is different, and underwriting is an art, not a science, Wells Fargo expects and encourages underwriters to use professional judgment in making a lending decision.

Wells Fargo's commitment to fairness and equal opportunity is clear and unequivocal. The application of fair and consistent underwriting practices is mandated in the underwriting guidelines outlined in this Seller Guide. All Loans considered for denial will be subject to a second level review prior to a final decision.

Wells Fargo underwrites a Borrower's creditworthiness based solely on information that Wells Fargo believes is indicative of the applicant's willingness and ability to pay the debt they would be incurring.

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Unless specified in product descriptions, Wells Fargo relies on standards established by Fannie Mae and Freddie Mac. Wells Fargo realizes that there are many good Loans that fall outside published guidelines and encourages "common sense" underwriting. It is important that files are documented to support the underwriter's decisions.

Wells Fargo intends to provide a superior level of service so that the Seller's processing and closing go as smoothly as possible. In return, Wells Fargo asks that Sellers enable us to do our best work by providing complete, well-organized, and understandable submissions. The Seller's attention to unusual situations attended to each submission will pave the way for a fast Loan decision.

As the funding process is impacted by external market variables, it will be necessary for Wells Fargo to reevaluate the guidelines included in this Seller Guide. Periodically, revisions will be made. As applicable, individual notifications and Seller Guide updates will be provided to be incorporated into this Seller Guide.

The Seller should keep their Wells Fargo Regional Sales Manager advised of any special underwriting concerns or suggestions. The Seller's needs will receive prompt attention from Wells Fargo.

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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 800: CONVENTIONAL UNDERWRITING / 800: Wells Fargo Underwriting / 800.05: How We Communicate (12/01/2006)

800.05: How We Communicate (12/01/2006)

The underwriting decision will be communicated to the Seller via fax, generally within 48-72 hours of submission. In the event that Wells Fargo declines a Loan submitted for underwriting consideration and the Seller does not obtain Loan approval for the applicant from any other lender, the Seller is responsible for issuing the applicant the denial notice required by ECOA. If Wells Fargo underwriters have questions about a situation or file documentation, they may contact the Seller by phone or fax to discuss the file or request additional documentation.

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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 500: DELIVERY OF FUNDING PACKAGE / 500.04: Underwriting Decision Notices for Non-Conforming Loans (07/23/2007)

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500.04: Underwriting Decision Notices for Non-Conforming Loans (07/23/2007)

The Seller should refer to Section 800.05.

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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 500: DELIVERY OF FUNDING PACKAGE / 560: Change of Servicer (08/13/2007) / 560.06: Tax Information Sheet (08/13/2007)

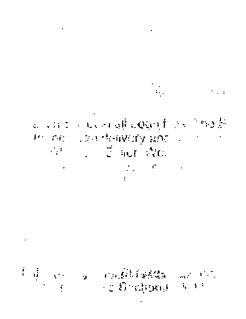
# 560.06: Tax Information Sheet (08/13/2007)

The Seller is responsible for providing Wells Fargo with complete and accurate tax information. The information on the Tax Information Sheet (Form 16) is critical for Wells Fargo to begin the administration of the Tax escrow account for servicing. Any incorrect information provided by the Seller, could result in a tax penalty which would be the responsibility of the Seller. The most critical items on the Tax Information Sheet are as follows:

- Name of the taxing authority,
- Tax ID/parcel number, and
- Next economic loss date or Discount date, if applicable.
- Date of last tax payment

The Seller must provide a completed Tax Information Sheet in all Loan files. The Seller is responsible for all tax payments with economic loss dates or discount dates due prior to the Loan delivery and/or within 45 days after purchase. However, if taxes are due within 45 days after purchase and cannot be paid by the Seller, Wells Fargo will take the escrowed funds and pay the bill on the Seller's behalf. The documents in the file should support the option that has been chosen by the Seller. These documents include but are not limited to; Loan Submission Summary, HUD 1, and the Tax Information Sheet. In such cases, Wells Fargo will net fund a fee of \$10 from the funding. The Seller must provide Wells Fargo with the bill or copy of the bill for taxes due within 45 days. When the Seller chooses to pay taxes within 45 days of the loan purchase, the seller should supply a copy of a pay history or supporting documentation in the loan file at the time of delivery along with an updated Tax Information Sheet reflecting the discount or next economic loss date Wells Fargo Home Mortgage is to pay.

Any penalties and /or base amounts as a result of non-payment of taxes due prior to purchase and/or within 45 days from purchase, will be the responsibility of the Seller. Please refer to Section 515.03 for further information regarding the payment of taxes.



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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 500: DELIVERY OF FUNDING PACKAGE / 560: Change of Servicer (08/13/2007) / 560.07: Tax Penalties (08/13/2007)

# 560.07: Tax Penalties (08/13/2007)

If Wells Fargo discovers delinquent taxes for installments deemed to be the responsibility of the Seller or their agent (i.e. Title Company and/or Closing Agent), the Seller will be required to pay the penalties and/or base amounts. The Seller is also responsible for any penalties that result from providing Wells Fargo with any incorrect tax information. Please refer to Section 515.03 for further information regarding the payment of taxes.

If Wells Fargo incurs a tax penalty for which the Seller has contractual responsibility. Wells Fargo will submit an invoice to the Seller for reimbursement. If additional information is needed to process the request, the Seller must contact a New Loan Reconciliation Representative at 800-832-1298 option 5. All invoices receiving no response will be added to the Financial Processing monthly invoice.

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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 500: DELIVERY OF FUNDING PACKAGE / 565: Final Documentation Delivery / 565.05(c): Assignment of Mortgage Requirements (01/04/2010)

# 565.05(c): Assignment of Mortgage Requirements (01/04/2010)

All loans must be registered in MERS by the Seller.

Please Note: Section 505.15 includes details about registering Loans with MERS.

#### ASSIGNMENT REVIEW CHECKLIST

- Non-MOM (MERS as Original Mortgagee) Documents Require an Assignment of Mortgage.
- Loans closed on non-MOM (MERS as Original Mortgagee) documents, assignments to MERS must be recorded for all Loans in all states, including those in Colorado, Maryland, Tennessee, North Carolina, Missouri, Washington, Virginia, and D.C.
- Assignments made to MERS, must include the MIN, MERS toll free phone number and the appropriate MERS verbiage.
   Failure will result in re-recording with these costs being charged back to the Seller.
- There is an Assignment for each endorsement appearing on the Note.
- If the Seller's Correspondent closed the Loan, Wells Fargo requires an appropriate recorded Assignment of Mortgage from the Seller's Correspondent to the Seller.

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- Loan information, (e.g., Borrowers, Loan amount, Date of Loan, Seller), agrees with Note and security instrument.
- Notary acknowledgment is correct and complete.
- Legal description and/or property address, if required, agrees with security instrument and title work.
- Date of execution is included.
- Contains a signature of an authorized officer of the Seller.
- Has appropriate notarization, seal and witness, if required by applicable state law.
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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 500: DELIVERY OF FUNDING PACKAGE / 565: Final Documentation Delivery / 565.01: Final Documentation Delivery (04/01/2009)

# 565.01: Final Documentation Delivery (04/01/2009)

All final post-closing documents must be reviewed by the Seller for accuracy and delivered to Wells Fargo within 270 days of the date of purchase. Any documents not received within 360 days from the date of purchase by Wells Fargo, on a monthly basis, will be billed to the Seller according to the current market price for procurement as established by WF.

For Government Loans the Loan Note Guaranty (LNG) must be delivered immediately upon receipt from the appropriate Agency.

The Seller must submit final documents with the Wells Fargo loan number clearly displayed in the upper right hand corner of each individual document.

This requirement does not exclude multiple final documents that have been submitted with one Final Document Transmittal Form (Form 5). Each individual final document must contain the current Wells Fargo loan number.

All final documents submitted with Form 5 must clearly indicate the final document type by having the appropriate document box (es) checked.

All final documents must be sent to the following address:

Wells Fargo Home Mortgage ATTN: Final Document Services 405 SW 5th Street MAC X2599-024 Des Moines, IA 50309

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Wells Fargo Seller Guides / Wells Fargo Funding Seller Guide / SECTION 500: DELIVERY OF FUNDING PACKAGE / 565: Final Documentation Delivery / 565,06: Manufactured Home Final Document Requirement (11/01/2006)

# 565.06: Manufactured Home Final Document Requirement (11/01/2006)

The seller is responsible for delivering an additional five document types for Manufactured Housing. As noted below, the Seller or Seller's Correspondent must record the following Manufactured Housing documents. The documents must be complete, legible, and in accordance with common and customary practices. Wells Fargo will not accept any documents that contain white-outs or erasures. Wells Fargo will accept a strike-over only if the Borrower has initialed any such strike-over.

- Manufactured Housing Limited Power of Attorney (recorded); 100
- Manufactured Housing Rider to Security Instrument (recorded)
- Manufactured Housing Affidavit of Affixation (recorded)
- Final title policy must include ALTA 7 Manufactured Home Endorsement (or equivalent)
- Manufactured Housing Conversion/Surrender Document (or equivalent)

These documents are required on all manufactured home loans, regardless of loan type. Please be aware that perfection of a lien on a manufactured home loan may require additional state specific documentation. The Seller must ensure that documentation to perfect the lien has been collected and properly executed.

