


<b>UNITED STATES BANKRUPTCY COURT</b> <b>Middle District of Florida</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Taylor Bean &amp; Whitaker Mortgage Corporation</b>		Case Number: <b>3:09-bk-7047-JAF</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>LPP Mortgage, Ltd. and LNV Corporation</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>Hill, Ward &amp; Henderson, P.A.          c/o Michael P. Brundage          P.O. Box 2231, Tampa, Florida 33601</b>  Telephone number: <b>(813) 221-3900</b>		
Name and address where payment should be sent (if different from above): <div style="text-align: center;"> <b>CLAIM FILED</b>  <b>JACKSONVILLE, FLORIDA</b>   <b>APR 19 2010</b> </div> <b>CLERK, U. S. BANKRUPTCY COURT</b> <b>MIDDLE DISTRICT OF FLORIDA</b>  Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed:      \$ <u>375,011.89</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>Entitlement to Lock Box Payments</u> (See instruction #2 on reverse side.)		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ): _____  Amount entitled to priority: \$ _____
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ <u>375,011.89</u> Amount Unsecured: \$ <u>See Attachment</u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: <b>04/15/2010</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the nc address above. Attach copy of power of attorney, if any.  <b>Michael P. Brundage, Attorney-in-Fact</b>	
*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		FOR COURT USE ONLY  <b>T, B &amp; W Mortgage Corp.</b>  01448

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**Attachment to Proof of Claim of LPP Mortgage, Ltd. and LNV Corporation**

*In re: Taylor Bean & Whitaker Mortgage Corporation, Debtor*

*U.S. Bankruptcy Court, Middle District of Florida*

*Case No. 3:09-bk-7047-JAF*

LPP Mortgage, Ltd. ("**LPP**") and LNV Corporation ("**LVN**") have a secured claim against Taylor Bean & Whitaker Mortgage Corporation ("**Taylor Bean**") arising from certain Mortgage Loans<sup>1</sup> and Servicing Rights purchased by LPP and LNV from Taylor Bean. The Purchase Agreement, described below, grants LPP and LNV the right to any funds received and maintained by Taylor Bean acting in its servicing capacity for the Mortgage Loans, thus, creating an express trust. Irrespective of Taylor Bean's contractual obligations, a resulting trust or constructive trust was formed when Taylor Bean, as trustee, controlled and did not disburse funds due to LPP and LNV. Proceeds from those certain Mortgage Loans are still being held by Taylor Bean as trustee or bailee for LPP and LNV.

On or about May 8, 2009, Loan Acquisition Corporation and CSG Investments, Inc. (collectively, the "**Purchasers**," ) and Taylor Bean entered into a Flow Mortgage Loan Purchase and Warranties Agreement (the "**Purchase Agreement**"), whereby the Purchasers agreed to purchase from Taylor Bean certain mortgage loans on a servicing released basis. A true and correct copy of the Purchase Agreement is attached hereto as Exhibit "A."

Under Section 7 of the Purchase Agreement, Taylor Bean was obligated to continue servicing the loans for a period of up to 60 days after the loans had been purchased, at which time servicing was to be transferred to the Purchasers. Accordingly, Section 4 of the Purchase Agreement provides that, following purchase of the mortgage loans, but prior to transfer of the servicing, the Purchasers are entitled to the principal and interest which may be received by Taylor Bean as servicer on the mortgage loans.

On or about June 15, 2009, Loan Acquisition Corporation assigned and transferred to LPP all of its rights under the Purchase Agreement. An almost identical assignment document was executed on or about June 15, 2009 between CSG Investments, Inc. and LNV (together, the "**Assignments**"). A true and correct copy of the Assignment from Loan Acquisition Corporation to LPP is attached hereto as Exhibit "B," and a true and correct copy of the Assignment from CSG Investments, Inc. to LNV is attached hereto as Exhibit "C."

In connection with the Assignments, on or about June 17, 2009, LPP and LNV purchased certain Mortgage Loans from Taylor Bean. A true and correct copy of the Form of Assignment and Conveyance Agreement between Taylor Bean and LPP is attached hereto as Exhibit "D," and a true and correct copy of the Form of Assignment and Conveyance Agreement between Taylor Bean and LNV is attached to hereto as Exhibit "E." The purchased mortgage loans are itemized on the Assignments.

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement, which is incorporated by reference as Exhibit "A."

On or about August 16, 2009, Taylor Bean transferred servicing on the mortgage loans to LPP and LNV. Before the servicing transfer by Taylor Bean to LPP and LNV, Taylor Bean received the following payments on the mortgage loans at issue:

- principal and interest in the amount of \$93,680.89 for the period ending June 30, 2009;
- principal and interest in the amount of \$151,592.64 for the period ending July 31, 2009;
- principal and interest in the amount of \$61,191.81 for the period beginning August 1, 2009 and ending August 11, 2009; and
- payments of escrow and other amounts due on the mortgage loans in the amount of \$68,546.55 for the period between June 2009 and August 11, 2009.

Taylor Bean failed to pay any of the above amounts to LPP or LNV despite its obligation to do so. All of these funds are being held by Taylor Bean as trustee or bailee for LPP and LNV, and do not belong to Taylor Bean or its bankruptcy estate. Notwithstanding that Taylor Bean was contractually obligated to maintain these funds as trustee or bailee, a resulting trust or constructive trust was created when Taylor Bean did not turn over these funds as required by the Purchase Agreement. Thus, LPP and LNV are entitled to these proceeds, which total \$375,011.89.

To the extent that the funds owed by Taylor Bean to LPP and LNV were not property of the bankruptcy estate as of August, 24, 2009, the date Taylor Bean filed its bankruptcy petition, LPP and LNV have an unsecured claim against the Taylor Bean bankruptcy estate.

This proof of claim is filed with full reservation of rights, including the right to assert additional, supplementary and/or amended proofs of claim based on events, information and/or documents obtained from Taylor Bean, Colonial Bank, or others through discovery or otherwise. Without in any way limiting the foregoing, LNV and LPP reserve their right to assert any claim they may have against Taylor Bean, Colonial Bank, or any other party or property. By submitting this proof of claim against Taylor Bean, LNV and LPP do not intend to nor do they waive any rights and remedies that otherwise might be available to them.



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FLOW MORTGAGE LOAN PURCHASE AND WARRANTIES AGREEMENT

LOAN ACQUISITION CORPORATION

and

CSG INVESTMENTS, INC.,

Purchaser

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.,

Seller

Dated as of May 8, 2009

Conventional,  
Fixed and Adjustable Rate  
Residential Mortgage Loans

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## FLOW MORTGAGE LOAN PURCHASE AND WARRANTIES AGREEMENT

This FLOW MORTGAGE LOAN PURCHASE AND WARRANTIES AGREEMENT (this "Agreement"), dated as of May 8, 2009, is between Loan Acquisition Corporation, a Texas corporation, and CSG Investments, Inc. (collectively the "Purchasers" and individually a "Purchaser"), and Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation (the "Seller").

### WITNESSETH:

WHEREAS, the Seller desires to sell, from time to time, to the Purchasers, and the Purchasers desire to purchase, from time to time, from the Seller, certain conventional fixed and adjustable rate residential first-lien mortgage loans (the "Mortgage Loans") on a servicing released basis as described herein, and which shall be delivered in pools of whole loans (each, a "Mortgage Loan Package") on various dates as provided herein (each, a "Closing Date");

WHEREAS, each Mortgage Loan is secured by a mortgage, deed of trust or other security instrument creating a first lien on a residential dwelling located in the jurisdiction indicated on the Mortgage Loan Schedule for the related Mortgage Loan Package; and

WHEREAS, the Purchasers and the Seller wish to prescribe the manner of the conveyance, transfer of servicing and control of the Mortgage Loans.

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

SECTION 1. Definitions. For purposes of this Agreement the following capitalized terms shall have the respective meanings set forth below.

1933 Act: The Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Accepted Servicing Practices: With respect to each Mortgage Loan, those mortgage servicing practices which are in accordance with accepted mortgage servicing practices of prudent mortgage lending institutions which service mortgage loans of the same type as such Mortgage Loan in the jurisdiction where the related Mortgaged Property is located, including, without limitation, compliance with applicable laws, rules and regulations and the terms of the related Mortgage Loan Documents.

Act: The National Housing Act of 1934, as amended.

Adjustable Rate Mortgage Loan: A Mortgage Loan purchased pursuant to this Agreement, the Mortgage Interest Rate of which is adjusted from time to time in accordance with the terms of the related Mortgage Note.

Advances: All Escrow Advances and Servicing Advances.

Affiliate: With respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Agreement: This Flow Mortgage Loan Purchase and Warranties Agreement including all exhibits, schedules, amendments and supplements hereto.

ALTA: The American Land Title Association or any successor thereto.

Appraised Value: The value set forth in an appraisal made in connection with the origination of the related Mortgage Loan as the value of the Mortgaged Property securing such Mortgage Loan.

Assignment and Conveyance Agreement: As defined in Subsection 6.01.

Assignment of Mortgage: An individual assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form and in blank, sufficient under the laws of the jurisdiction in which the related Mortgaged Property is located to give record notice of the sale of the Mortgage to the Purchaser.

Business Day: Any day other than (i) a Saturday or Sunday, or (ii) a day on which banking and savings and loan institutions in the State of New York or the State of Texas are authorized or obligated by law or executive order to be closed.

Closing Date: The date or dates on which a Purchaser from time to time shall purchase, and the Seller from time to time shall sell, Mortgage Loans listed on a Mortgage Loan Schedule and the Servicing Rights related to such Mortgage Loans. Unless otherwise specified in the applicable Purchase Price and Terms Agreement, the Closing Date shall be five (5) Business Days following the date of delivery by a Purchaser to Seller of the related Purchase Price and Terms Agreement. If applicable, the term Closing Date shall also include the related Delayed Closing Date.

Condemnation Proceeds: All awards, compensation and settlements in respect of a taking of all or part of a Mortgaged Property, whether permanent or temporary, partial or entire, by exercise of the power of condemnation or the right of eminent domain, to the extent not required to be released to a Mortgagor in accordance with the terms of the related Mortgage Loan Documents.

Co-op: A private, cooperative housing corporation, having only one class of stock outstanding, which owns or leases land and all or part of a building or buildings, including apartments, spaces used for commercial purposes and common areas therein and whose board of directors authorizes the sale of stock and the issuance of a Co-op Lease.



Co-op Lease: With respect to each Co-op Loan, the lease with respect to a dwelling unit occupied by the Mortgagor and relating to the stock allocated to the related dwelling unit.

Co-op Loan: A Mortgage Loan secured by the pledge of stock allocated to a dwelling unit in a Co-op and a collateral assignment of the related Co-op Lease.

Cut-off Date: The fifth (5th) Business Day before the related Closing Date or such other date or dates designated as such on the related Mortgage Loan Schedule and/or the related Purchase Price and Terms Agreement with respect to each Mortgage Loan Package.

Delayed Closing Date: As defined in Section 9.

Deleted Mortgage Loan: A Mortgage Loan that is repurchased or to be repurchased or replaced or to be replaced with a Qualified Substitute Mortgage Loan by the Seller in accordance with the terms of this Agreement.

Due Date: The day of the month on which the Monthly Payment is due on a Mortgage Loan, exclusive of any days of grace.

Escrow Advances: Any amounts advanced by Seller, any Purchaser or the third party servicer for either Seller or any Purchaser for the purpose of effecting the payment of taxes, assessments and any insurance premiums relating to a Mortgaged Property.

Escrow Payments: With respect to each Mortgage Loan, the amounts constituting ground rents, taxes, assessments, water rates, sewer rents, municipal charges, mortgage insurance premiums, fire and hazard insurance premiums, condominium charges, and any other payments required to be escrowed by the Mortgagor with the Mortgagee pursuant to the Mortgage or any other document.

Fannie Mae: The Federal National Mortgage Association, or any successor thereto.

FHA: The Federal Housing Administration, an agency within the United States Department of Housing and Urban Development, or any successor thereto and including the Federal Housing Commissioner and the Secretary of Housing and Urban Development where appropriate under the FHA Regulations.

FHA Regulations: Regulations promulgated by HUD under the Act, codified in 24 Code of Federal Regulations, and other HUD issuances relating to Mortgage Loans with mortgage insurance issued under an FHA insurance program pursuant to the Act, including, without limitation, related handbooks, circulars, notices and mortgagee letters, as such may be amended or supplemented from time to time.

Fixed Rate Mortgage Loan: A fixed rate mortgage loan purchased pursuant to this Agreement.

Freddie Mac: The Federal Home Loan Mortgage Corporation, or any successor thereto.

Gross Margin: With respect to each Adjustable Rate Mortgage Loan, the fixed percentage amount set forth in the related Mortgage Note which amount is added to the Index in accordance with the terms of the related Mortgage Note to determine on each Interest Rate Adjustment Date the Mortgage Interest Rate for such Mortgage Loan.

HUD: The United States Department of Housing and Urban Development, or any federal agency or official thereof which may from time to time succeed to the functions thereof with regard to Mortgage Insurance issued by the FHA. The term "HUD," for purposes of this Agreement, is also deemed to include subdivisions thereof such as the FHA and the Government National Mortgage Association.

Index: The index indicated in the related Mortgage Note for each Adjustable Rate Mortgage Loan.

Insurance Proceeds: With respect to each Mortgage Loan, proceeds of insurance policies insuring the Mortgage Loan or the related Mortgaged Property.

Interest Rate Adjustment Date: With respect to each Adjustable Rate Mortgage Loan, the date, specified in the related Mortgage Note and the related Mortgage Loan Schedule, on which the Mortgage Interest Rate is adjusted.

Interim Servicing Addendum: The Interim Servicing Addendum attached hereto as Exhibit D, pursuant to which Seller will interim service the Mortgage Loans, or cause the Mortgage Loans to be interim serviced, from the related Closing Date to the related Servicing Transfer Date, for the benefit of the related Purchaser.

Lifetime Rate Cap: The provision of each Mortgage Note related to an Adjustable Rate Mortgage Loan which provides for an absolute maximum Mortgage Interest Rate thereunder. The Mortgage Interest Rate during the term of each Adjustable Rate Mortgage Loan shall not at any time exceed the Mortgage Interest Rate at the time of origination of such Adjustable Rate Mortgage Loan by more than the amount per annum set forth on the related Mortgage Loan Schedule.

Liquidation Proceeds: The proceeds received in connection with the liquidation of a defaulted Mortgage Loan, whether through the sale or assignment of such Mortgage Loan, trustee's sale, foreclosure sale or otherwise or the sale of the related Mortgaged Property if the Mortgaged Property is acquired in satisfaction of the Mortgage Loan, other than amounts received following the acquisition of REO Property, Insurance Proceeds and Condemnation Proceeds.

Loan-to-Value Ratio: With respect to each Mortgage Loan, as of any date of determination, the ratio (expressed as a percentage), the numerator of which is the outstanding principal balance of the Mortgage Loan as of the related Cut-off Date (unless otherwise

indicated), and the denominator of which is the lesser of (a) the Appraised Value of the Mortgaged Property at origination and (b) if the Mortgage Loan was made to finance the acquisition of the related Mortgaged Property, the purchase price of the Mortgaged Property.

MERS: Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and its successors in interest.

MERS Designated Mortgage Loan: Mortgage Loans for which the Seller has designated or will designate MERS as, and has taken or will take such action as is necessary to cause MERS to be, the mortgagee of record, as nominee for the Seller, in accordance with the MERS Procedure Manual.

MERS Procedure Manual: The MERS Procedures Manual, as it may be amended, supplemented or otherwise modified from time to time.

MERS System: MERS mortgage electronic registry system, as more particularly described in the MERS Procedures Manual.

Monthly Payment: With respect to each Mortgage Loan, the scheduled payment of principal and interest payable by a Mortgagor under the related Mortgage Note on each Due Date.

Mortgage: With respect to each Mortgage Loan that is not a Co-op Loan, the mortgage, deed of trust or other instrument securing a Mortgage Note, which creates a first lien on the Mortgaged Property. With respect to each Co-op Loan, the Security Agreement.

Mortgage File: With respect to each Mortgage Loan, the Mortgage Loan Documents and the items listed in Exhibit A-2 hereto and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

Mortgage Interest Rate: With respect to each Mortgage Loan, the annual rate at which interest accrues on such Mortgage Loan from time to time in accordance with the provisions of the related Mortgage Note.

Mortgage Interest Rate Cap: With respect to each Adjustable Rate Mortgage Loan, the limit on each Mortgage Interest Rate adjustment as set forth in the related Mortgage Note.

Mortgage Loan: Each mortgage loan sold, assigned and transferred pursuant to this Agreement and identified on the applicable Mortgage Loan Schedule, which Mortgage Loan includes, without limitation, the related Mortgage File, Monthly Payments, Principal Prepayments, Liquidation Proceeds, Condemnation Proceeds, Insurance Proceeds and Servicing Rights, and all other rights, benefits, proceeds and obligations arising from or in connection with such Mortgage Loan, excluding Deleted Mortgage Loans.

**Mortgage Loan Documents:** With respect to each Mortgage Loan, the documents required to be delivered to the applicable Purchaser or its designee pursuant to Subsection 6.03.

**Mortgage Loan Package:** Each pool of Mortgage Loans purchased or to be purchased by a Purchaser from the Seller on a Closing Date.

**Mortgage Loan Schedule:** The schedule of Mortgage Loans setting forth, in addition to any other information which, pursuant to this Agreement, is to be included on the Mortgage Loan Schedule, the following information with respect to each Mortgage Loan in the related Mortgage Loan Package: (1) the Seller's Mortgage Loan identifying number; (2) the Mortgagor's name; (3) the street address of the Mortgaged Property including the city, state and zip code; (4) a code indicating whether the Mortgaged Property is owner-occupied, investment property or a second home; (5) the number and type of residential units constituting the Mortgaged Property (e.g., single family residence, two- to four-family dwelling, condominium, planned unit development or cooperative); (6) the original months to maturity or the remaining months to maturity from the related Cut-off Date, in either case based on the original amortization schedule and, if different, the maturity expressed in the same manner but based on the actual amortization schedule; (7) the Loan-to-Value Ratio at origination; (8) the Mortgage Interest Rate as of the related Cut-off Date; (9) the date on which the first Monthly Payment was due on the Mortgage Loan and, if such date is not consistent with the Due Date currently in effect, the Due Date; (10) the stated maturity date; (11) the amount of the Monthly Payment as of the related Cut-off Date; (12) the last payment date on which a payment was actually applied to the outstanding principal balance; (13) the original principal amount of the Mortgage Loan; (14) the actual principal balance of the Mortgage Loan as of the close of business on the related Cut-off Date, after deduction of payments of principal collected on or before the related Cut-off Date; (15) with respect to Adjustable Rate Mortgage Loans, the Interest Rate Adjustment Date; (16) with respect to Adjustable Rate Mortgage Loans, the Gross Margin; (17) with respect to Adjustable Rate Mortgage Loans, the Lifetime Rate Cap under the terms of the Mortgage Note; (18) with respect to Adjustable Rate Mortgage Loans, a code indicating the type of Index; (19) the type of Mortgage Loan (i.e., Fixed Rate Mortgage Loan, Adjustable Rate Mortgage Loan); (20) a code indicating the purpose of the loan (i.e., purchase, rate/term refinance or cash-out refinance); (21) the origination date of the Mortgage Loan; (22) Escrow Payment and balance of Escrow Payments held by the Seller or its Servicer as of the Cut-off Date; and (23) the amount of all unreimbursed Advances.

**Mortgage Note:** With respect to each Mortgage Loan, the note or other evidence of the indebtedness of the related Mortgagor secured by a Mortgage.

**Mortgaged Property:** With respect to each Mortgage Loan that is not a Co-op Loan, the real property securing repayment of the related Mortgage Note, consisting of an unsubordinated estate in fee simple or, with respect to real property located in jurisdictions in which the use of leasehold estates for residential properties is a widely-accepted practice, a leasehold estate, in a single parcel or multiple parcels of real property improved by a Residential Dwelling. With respect to each Co-op Loan, the stock allocated to a dwelling unit in the Co-op that was pledged to secure such Co-op Loan and the related Co-op Lease.

**Mortgagee:** With respect to each Mortgage Loan, the mortgagee or beneficiary named in the related Mortgage and the successors and assigns of such mortgagee or beneficiary.

**Mortgagor:** With respect to each Mortgage Loan, the obligor on the related Mortgage Note.

**Notice of Breach:** Written notice of a breach (a) of any of the representations and warranties made by the Seller in Subsections 8.01 and 8.02 of this Agreement or (b) of the Seller's Mortgage Loan Document delivery obligations in Subsection 6.03, as applicable, which materially and adversely affects the value of any Mortgage Loan or Mortgage Loans or the interest of the related Purchaser therein, setting forth the following:

- (1) The identity of the Mortgage Loan (by the number assigned to such Mortgage Loan by the Seller at the time of sale as set forth on the related Mortgage Loan Schedule); and
- (2) A detailed description of the claimed breach (including each applicable representation or warranty (identified by section and subsection) or each applicable Mortgage Loan Document delivery obligation, as applicable).

**Offered Mortgage Loans Letter:** Each letter issued from time to time by Seller to Purchasers, in the form attached hereto as Exhibit E, pursuant to which Seller identifies Mortgage Loans Seller is offering to sell to Purchasers pursuant to this Agreement.

**Offered Mortgage Loans:** The Mortgage Loans identified in each Offered Mortgage Loans Letter which Seller offers to sell to Purchasers pursuant to this Agreement and the related Purchase Price and Terms Agreement.

**Periodic Rate Cap:** The provision of each Mortgage Note related to an Adjustable Rate Mortgage Loan which provides for an absolute maximum amount by which the Mortgage Interest Rate therein may increase or decrease on an Interest Rate Adjustment Date above or below the Mortgage Interest Rate previously in effect. The Periodic Rate Cap for each Adjustable Rate Mortgage Loan is the rate set forth as such on the related Mortgage Loan Schedule.

**Person:** Any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof.

**Principal Prepayment:** Any payment or other recovery of principal on a Mortgage Loan which is received in advance of its scheduled Due Date, including any prepayment penalty or premium thereon.

**Purchase Price:** With respect to each Mortgage Loan Package, the price paid on the related Closing Date by the Purchasers to the Seller in exchange for the Mortgage Loans

included in such Mortgage Loan Package, as calculated as provided in Section 4 of this Agreement.

Purchase Price Percentage: As defined in Section 4 hereof.

Purchase Price and Terms Agreement: With respect to each Mortgage Loan Package, an agreement, in the form attached hereto as Exhibit F, by and between the Seller and the related Purchaser(s).

Purchasers: As defined in the initial paragraph of the Agreement, together with the successors in interest and assigns of each Purchaser, or any successor to either Purchaser under this Agreement as herein provided.

Qualified Substitute Mortgage Loan: A mortgage loan eligible to be substituted by the Seller for a Deleted Mortgage Loan which must, on the date of such substitution, (i) have an outstanding principal balance, after deduction of all scheduled payments due in the month of substitution (or in the case of a substitution of more than one mortgage loan for a Deleted Mortgage Loan, an aggregate principal balance), not in excess of the outstanding principal balance of the Deleted Mortgage Loan; (ii) have a Mortgage Interest Rate not less than and not more than 1% greater than the Mortgage Interest Rate of the Deleted Mortgage Loan; (iii) have a remaining term to maturity not greater than and not more than one year less than that of the Deleted Mortgage Loan; (iv) be of the same type as the Deleted Mortgage Loan (i.e., fixed rate or adjustable rate with same Mortgage Interest Rate Caps); and (v) comply with each representation and warranty set forth in Subsection 8.02.

REO Property: A Mortgage Property acquired by the servicer through foreclosure or deed in lieu of foreclosure.

Repurchase Price: With respect to each Mortgage Loan, an amount equal to (a) the individual purchase price for the affected Mortgage Loan less any amounts received by the related Purchaser with respect to such Mortgage Loan on or prior to the date of repurchase, plus (b) the related Purchaser's reasonable and customary out-of-pocket expenses incurred by such Purchaser in transferring such Mortgage Loan back to Seller (as reasonably approved by Seller), plus (c) all interest accrued on the Mortgage Loan in question from the related Closing Date until the date of repurchase of the Mortgage Loan plus (d) all unreimbursed Advances made by the related Purchaser or any servicer of the related Mortgage Loan for such Purchaser, other than Seller.

Residential Dwelling: Any one of the following: (i) a detached one-family dwelling, (ii) a detached two- to four-family dwelling, (iii) a one-family dwelling unit in a condominium project or (iv) a one-family dwelling in a planned unit development, none of which is a co-operative, mobile or manufactured home.

Return Date: The date set forth in each Offered Mortgage Loans Letter by which the Purchasers must return to the Seller the related Purchase Price and Terms Agreement, which

date will be not less than thirty (30) days following the date of the delivery of the related Offered Mortgage Loans Letter to the Purchasers.

Security Agreement: With respect to each Co-op Loan, the agreement creating a security interest in the stock allocated to a dwelling unit in the Co-op that was pledged to secure such Co-op Loan and the related Co-op Lease.

Seller: As defined in the initial paragraph of this Agreement, together with its successors in interest.

Servicing Advances: All customary, reasonable and necessary out-of-pocket costs and expenses incurred in the performance by Seller, the related Purchaser or a third party servicer for either Seller or the related Purchaser that do not constitute Escrow Advances incurred in the performance by Seller, the related Purchaser or a third party servicer for either Seller or the related Purchaser of its servicing obligations, including but not limited to, the cost (including reasonable attorneys' fees and disbursements), related to (i) the preservation, restoration and protection of the Mortgaged Property, (ii) any enforcement or judicial proceedings, including, but not limited to, foreclosures and any expenses incurred in connection with any such proceedings that result from the Mortgage Loan being registered on the MERS system and (iii) the management and liquidation of the Mortgaged Property if the Mortgaged Property is acquired in satisfaction of the Mortgage (including default management and similar services, appraisal services and real estate broker services).

Servicing Fee: With respect to each Mortgage Loan, the amount of the annual fee the related Purchaser shall pay to the Seller as interim servicer, which shall, for a period of one full month, be equal to one twelfth of the product of (a) one quarter of one percent (.25%) (the servicing fee rate per annum) and (b) the outstanding principal balance of such Mortgage Loan. If the interim servicing period includes any partial month, the Servicing Fee for such month shall be pro rated at a per diem rate based upon a 30-day month. Neither Purchaser shall be required to pay the Servicing Fee for that period during the interim servicing period starting on the applicable Closing Date and ending thirty (30) days after the applicable Closing Date.

Servicing Rights: Any and all of the following: (a) any and all rights to service the Mortgage Loans; (b) any payments or other monies received for servicing the Mortgage Loans; (c) any late fees, penalties or similar payments with respect to the Mortgage Loans; (d) all agreements or documents creating, defining or evidencing any such servicing rights to the extent they relate to such servicing rights and all rights thereunder; (e) Escrow Payments or other similar payments with respect to the Mortgage Loans and any amounts actually collected with respect thereto; (f) all accounts and other rights to payment related to any of the property described in this paragraph; and (g) any and all documents, files, records, servicing files, servicing documents, servicing records, data tapes, computer records, or other information pertaining to the Mortgage Loans or pertaining to the past, present or prospective servicing of the Mortgage Loans.

Servicing Transfer Date: With respect to each Mortgage Loan Package, sixty (60) days following the related Closing Date, or such earlier date as the related Purchaser may

designate upon at least thirty (30) days written notice to Seller; provided, however, if the Servicing Transfer Date so specified or designated is not one of the first five (5) days of a month, Seller may elect to delay such Servicing Transfer Date to the second (2<sup>nd</sup>) Business Day of the following month, by providing written notice to the related Purchaser at least five (5) Business Days prior to the Servicing Transfer Date so specified or designated.

**Stated Principal Balance:** With respect to each Mortgage Loan on any date of determination, (i) the principal balance of such Mortgage Loan as of the related Cut-off Date after giving effect to payments of principal received on or before such date, minus (ii) all amounts previously distributed to the related Purchaser with respect to such Mortgage Loan representing payments or recoveries of principal on such Mortgage Loan.

**SECTION 2. Agreement to Purchase Mortgage Loans and Servicing Rights:**  
**Designation of Mortgage Loans.** The Seller agrees to sell from time to time, and the related Purchaser(s) agrees to purchase from time to time, the Mortgage Loans identified in the related Purchase Price and Terms Agreement, together with the related Mortgage Files and all rights and obligations arising under the documents contained therein. Upon the Seller's receipt of the applicable Purchase Price on the related Closing Date, the Seller shall also assign to the related Purchaser the Servicing Rights with respect to such Mortgage Loans, except that the Seller or its designee shall service the Mortgage Loans until the related Servicing Transfer Date as provided in Section 7 and Section 12 hereof.

Within seven (7) Business Days following the Purchasers' receipt of an Offered Mortgage Loans Letter, Seller shall provide to Purchasers access to the Mortgage Files and copies of all other information and materials in Seller's or its servicer's or other agent's possession or control, including, without limitation, pay histories, relating to the Offered Mortgage Loans described in such Offered Mortgage Loans Letter. Purchasers shall conduct such due diligence concerning the Offered Mortgage Loans as Purchasers shall deem to be appropriate, including, without limitation, conducting credit checks on obligors of the Offered Mortgage Loans and reviewing title materials relating to the Mortgaged Properties that secure such Offered Mortgage Loans. Purchasers may elect to purchase all, some or none of the Offered Mortgage Loans, in Purchasers' sole discretion. If a Purchaser elects to purchase any of the Offered Mortgage Loans pursuant to this Agreement, from time to time on or before the Return Date set forth in the related Offered Mortgage Loans Letter, such Purchaser will provide to Seller a Purchase Price and Terms Agreement relating to the Offered Mortgage Loans such Purchaser has elected to purchase, completed and executed by such Purchaser. Within one (1) Business Day following its receipt of such Purchase Price and Terms Agreement, Seller, will return to such Purchaser such Purchase Price and Terms Agreement, executed by Seller. The Mortgage Loans listed on Exhibit A attached to such Purchase Price and Terms Agreement executed and delivered by Purchaser(s) to Seller will constitute the Mortgage Loans to be purchased and sold pursuant to such Purchase Price and Terms Agreement.

Purchasers may provide a Purchase Price and Terms Agreement to Seller no later than the Return Date set forth in the related Offered Mortgage Loans Letter. Seller shall have no obligation to sell, and Purchasers shall have no obligation to purchase any Offered Mortgage Loan not



included in a Purchase Price and Terms Agreement delivered by a Purchaser to Seller as provided above. The fact that the Purchasers have conducted or have failed to conduct any partial or complete examination of the Mortgage Files and other due diligence for the Mortgage Loans shall not affect the related Purchaser's rights to demand repurchase or other relief as provided herein or affect the Seller's obligations with respect thereto.

Notwithstanding anything contained herein to the contrary, if a Purchaser designates an Offered Mortgage Loan for purchase pursuant hereto, but at or prior to the closing of the purchase of such Mortgage Loan, the related Purchaser determines that any obligor in regard to such Mortgage Loan is listed on an OFAC search made by such Purchaser or such Purchaser otherwise reasonably determines that it may not lawfully acquire such Mortgage Loan due to the identity or nature of any obligor for such Mortgage Loan, such Purchaser may elect not to purchase such Mortgage Loan by providing written notice thereof to Seller and in such case, such Purchaser will have no obligation to purchase such Mortgage Loan and it will be deleted from the related Purchase Price and Terms Agreement.

Without limitation of any other rights and remedies available to the Purchasers, if the Seller is unable to sell, assign and deliver to a Purchaser a Mortgage Loan or Mortgage Loans designated for purchase by such Purchaser due to, without limitation, Seller's inability to cause such Mortgage Loan or Mortgage Loans to be released or reconveyed by any person or entity who has a lien, pledge or security interest in regard to such Mortgage Loan or Mortgage Loans or is a counterparty to a repurchase agreement to which such Mortgage Loan or Mortgage Loans is subject ("Unreleased Mortgage Loan"), Seller will pay to Purchasers on demand the amount of the Purchasers' due diligence costs relating to the Unreleased Mortgage Loan or Unreleased Mortgage Loans. The Seller and the Purchasers agree that the amount of such due diligence costs will be the product of \$500.00 times the number of Unreleased Mortgage Loans in the pool of Offered Mortgage Loans in which the Unreleased Mortgage Loan or Loans is/are included. At the option of the Purchasers', rather than causing the Seller to pay to the Purchasers the amount of such due diligence costs, the Purchasers may elect to have such due diligence costs credited against the Purchase Price for the Mortgage Loan(s) either Purchaser does purchase pursuant to this Agreement.

**SECTION 3. Mortgage Loan Schedules.** The Seller shall deliver the related Mortgage Loan Schedule for the Mortgage Loans to be purchased on a particular Closing Date to the related Purchaser(s) at least two (2) Business Days prior to such Closing Date. Each Mortgage Loan Schedule to be so provided by Seller to a Purchaser and which is to be attached to the related Assignment and Conveyance Agreement shall be substantially the same as the Mortgage Loan Schedule attached to the related Offered Mortgage Loans Letter other than any modifications made to reflect (i) the deletion of Mortgage Loans neither Purchaser has then elected to purchase, (ii) payments received by or on behalf of Seller on, and payment defaults that may occur with respect to, the Mortgage Loans described in such Mortgage Loan Schedule since the date of the related Offered Mortgage Loans Letter and (iii) other changes that occur with respect to the Mortgage Loans which are reasonably expected based on the servicing activities on such Mortgage Loans or other updates resulting from the Purchasers' due diligence.

**SECTION 4. Purchase Price.** The Purchase Price for each Mortgage Loan Package shall be (a) the percentage (the "Purchase Price Percentage") stated in the related Offered Mortgage Loans Letter, multiplied by the aggregate Stated Principal Balance, as of the related Cut-off Date, of the Mortgage Loans listed on the related Mortgage Loan Schedule, after application of payments of principal received on or before the related Cut-off Date, plus (b) such amount, if any, of accrued interest on such Mortgage Loans as is described and agreed to in the Offered Mortgage Loans Letter, but in no event will either Purchaser be obligated to pay for more than 60 days of accrued and unpaid interest on any Mortgage Loan. If so provided in the related Offered Mortgage Loans Letter, portions of each Mortgage Loan Package shall be priced separately.

The Purchase Price as set forth in the preceding paragraph for a Mortgage Loan Package shall be paid to the Seller by wire transfer of immediately available funds on the related Closing Date to the account of the Seller set forth in the related Purchase Price and Terms Agreement.

The related Purchaser shall be entitled to (1) all payments of principal received in regard to the Mortgage Loans it purchases on and after the related Cut-off Date, and (2) all payments of interest and other payments on such Mortgage Loans (including, without limitation, reimbursement of Advances) received on and after the related Cut-off Date (net of any amounts payable to the applicable servicer of the Mortgage Loans for the period from the related Closing Date until the related Servicing Transfer Date, including, without limitation, the Servicing Fee).

**SECTION 5. Examination of Mortgage Files.** As provided in Section 2 above, the Seller shall make the related Mortgage File with respect to each Mortgage Loan available for examination by the Purchasers at the location of either: (a) the Seller's custodian, or (b) such other custodian as is acceptable to the Seller and the Purchasers pursuant to a bailee arrangement, whereby such custodian will hold such Mortgage File on behalf of the Seller, subject to approval by Seller and Seller's lenders. Such examination of the Mortgage Files may be made by the Purchasers or their designee(s) at any reasonable time before the related Closing Date. The Purchasers may, at their option and without notice to the Seller, purchase some or all of the Mortgage Loans without conducting any partial or complete examination. The fact that the Purchasers or their designee(s) have conducted or have failed to conduct any partial or complete examination of the Mortgage Files shall not impair in any way the related Purchaser's (or any of its successor's) rights to demand repurchase, substitution or other relief as provided in this Agreement. The Purchasers shall be responsible for all costs and other expenses associated with their performance of due diligence with respect to the Mortgage Loans, including, without limitation, their examination of the related Mortgage Files.

**SECTION 6. Conveyance from the Seller to the Purchasers.**

**Subsection 6.01 Conveyance of Mortgage Loans.** The Seller, simultaneously with the delivery of the Mortgage Loan Schedule with respect to the Mortgage Loan Package to be purchased on each Closing Date, shall execute and deliver to the related Purchaser an Assignment and Conveyance Agreement in the form attached hereto as Exhibit B (the "Assignment and Conveyance Agreement"). On the related Closing Date associated with

such sale, the Seller shall, at its own expense, release from its custody and cause each entity which has a lien or security interest which encumbers, or is the counterparty under a repurchase agreement which relates to, the Mortgage Loans in question to release from its custody the contents of each Mortgage File for each Mortgage Loan purchased on such Closing Date to the related Purchaser or its designee as instructed by such Purchaser.

**Subsection 6.02      Books and Records.** Record title to each Mortgage as of the related Closing Date shall be in the name of the Seller; *provided, however*, that if a Mortgage has been recorded in the name of MERS or its designee, the Seller is shown as the owner of the related Mortgage Loan on the records of MERS for purposes of the system of recording transfers of beneficial ownership of mortgages maintained by MERS. Notwithstanding the foregoing, upon the payment by the related Purchaser of the Purchase Price for the Mortgage Loans then being purchased, ownership of each related Mortgage and related Mortgage Note shall be vested solely in such Purchaser. All rights arising out of the Mortgage Loans including, but not limited to, all funds received by the Seller or its designee after the related Cut-off Date on or in connection with a Mortgage Loan shall be vested in the related Purchaser; *provided, however*, that all funds received on or in connection with a Mortgage Loan shall be received and held by the Seller or its designee in trust for the benefit of the related Purchaser, as the case may be, as the owner of the Mortgage Loans pursuant to the terms of this Agreement.

It is the express intention of the parties that the transactions contemplated by this Agreement be, and be construed as, a true, absolute and unconditional sale of the related Mortgage Loans by the Seller and not a pledge of such Mortgage Loans by the Seller to the Purchasers to secure a debt or other obligation of the Seller. Consequently, the sale of each Mortgage Loan shall be reflected as a purchase of assets on the related Purchaser's business records, tax returns and financial statements, and as a sale of assets on the Seller's business records, tax returns and financial statements. However, in the event that, notwithstanding the aforementioned intent of the parties, the Mortgage Loans are determined by a court of law to be property of the Seller, then (a) it is the express intent of the parties that the conveyance of the Mortgage Loans to the related Purchaser that the parties intend to be effected hereby be deemed a pledge of the Mortgage Loans by the Seller to the related Purchaser to secure a debt or other obligation of the Seller, which debt will be the amount of the related Purchase Price paid by the related Purchaser to the Seller pursuant to this Agreement, together with interest thereon at the rate per annum equal to the weighted average coupon on the Mortgage Loans which are held to be pledged pursuant hereto, as it changes from time to time, plus all other obligations of Seller under this Agreement and (b) (1) this Agreement shall also be deemed to be a security agreement within the meaning of Articles 8 and 9 of the Uniform Commercial Code as in effect from time to time in the State of New York; (2) the sale, assignment and conveyance of the Mortgage Loans provided for in this Agreement shall be deemed to be a grant by the Seller to the related Purchaser of a security interest in all of the Seller's right, title and interest in and to the Mortgage Loans and all amounts payable to the holders of the Mortgage Loans in accordance with the terms thereof and all proceeds of the conversion, voluntary or involuntary, of the foregoing (including, without limitation, any collateral securing any Mortgage Loan) into cash, instruments, securities or other property, whether in the form of cash, instruments, securities or other property; (3) the obligations secured by such security agreement shall be deemed to be all of the Seller's

obligations under this Agreement, as well as the Seller's obligation to repay the Purchase Price for all Mortgage Loans subject to such security interest, together with accrued and unpaid interest thereon, on demand from the related Purchaser (which obligation Seller hereby agrees to pay to the related Purchaser); and (4) notifications to persons holding such property, and acknowledgments, receipts or confirmations from persons holding such property, shall be deemed notifications to or acknowledgements, receipts or confirmations from, financial intermediaries, bailees or agents (as applicable) of the related Purchaser for the purpose of perfecting such security interest under applicable law. Accordingly, the Seller hereby grants to the Purchasers a security interest in the Mortgage Loans and all other property described in clause (2) of the preceding sentence, for the purpose of securing to the Purchasers the performance by the Seller of the obligations described in clause (3) of the preceding sentence. The Seller authorizes the Purchasers to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Mortgage Loans (and any and all rights and interest relating thereto) without the signature of the Seller where permitted by law.

Subsection 6.03      Delivery of Mortgage Loan Documents. On each Closing Date, the Seller shall, at its own expense, deliver and release to the related Purchaser or its designee, or cause each entity which has a lien or security interest which encumbers, or is the counterparty under a repurchase agreement which relates to, the Mortgage Loans in question to deliver and release to the related Purchaser or its designee, the Mortgage Loan Documents set forth on Exhibit A-1 hereto with respect to each Mortgage Loan set forth on the related Mortgage Loan Schedule purchased on such Closing Date.

The related Purchaser or its designee shall certify its receipt of all such Mortgage Loan Documents required to be delivered for the related Closing Date, as evidenced by an initial certification of such Purchaser or its designee. The related Purchaser shall pay all fees and expenses of any custodian with which such Purchaser contracts for custodial services in regard to the Mortgage Loans.

The Seller shall forward, or shall cause to be forwarded, to the related Purchaser, or to such other Person as the related Purchaser shall designate in writing, original documents evidencing an assumption, modification, consolidation or extension of any Mortgage Loan entered into in accordance with this Agreement within two weeks of their execution; provided, however, that the Seller shall provide the related Purchaser, or such other Person as the related Purchaser shall designate in writing, with a copy of any such document submitted for recordation within two weeks of its execution, and shall promptly provide the original of any document submitted for recordation or a copy of such document with evidence of recordation within 120 days of its submission for recordation.

In the event that (i) any Mortgage Loan Document required to be delivered to the related Purchaser, including an original or imaged copy of any document submitted for recordation to the appropriate public recording office, is not so delivered to such Purchaser, or to such other Person as such Purchaser shall designate in writing, within 270 days following the related Closing Date (other than with respect to the Assignments of Mortgage which shall be delivered to the related Purchaser in blank and recorded subsequently by such Purchaser or its

designee), (ii) such failure materially and adversely affects the value of the applicable Mortgage Loan or the interest of the related Purchaser therein, (iii) the Seller receives a Notice of Breach from the related Purchaser with respect thereto (which Notice of Breach shall be given by the related Purchaser to the Seller promptly (and in any event within sixty (60) days of discovery by such Purchaser of such failure), and (iv) the Seller does not cure such failure within 90 days after the Seller's receipt of such Notice of Breach, but subject to Subsection 8.03(e), the related Mortgage Loan shall, upon the request of such Purchaser, be repurchased by the Seller at the price and in the manner specified in Subsection 8.03. The foregoing repurchase obligation shall not apply in the event that the Seller cannot deliver an original document submitted for recordation to the appropriate public recording office within the specified period due to a delay caused by the recording office in the applicable jurisdiction.

The Seller shall pay any fees or costs in transferring all original documents to the related Purchaser or, upon written request of such Purchaser, to such Purchaser's designee and all costs of recording any intervening assignments of Mortgage that have not previously been recorded. The related Purchaser or such Purchaser's designee, as applicable, shall be responsible for recording the Assignments of Mortgage.

Subsection 6.04      MERS Designated Loans. With respect to each MERS Designated Mortgage Loan, the Seller shall, on or prior to the related Closing Date, cause an authorized officer of MERS to execute and deliver to the related Purchaser as part of the Mortgage File for each MERS Designated Mortgage Loan being sold to such Purchaser on such Closing Date an Assignment of Mortgage pursuant to which the related Mortgage is transferred of record from MERS to such Purchaser.

**SECTION 7. Transfer of Servicing.** As of each Closing Date, the Seller shall transfer to the related Purchaser any and all rights to service the Mortgage Loans sold to such Purchaser on the related Closing Date, including but not limited to the Seller's right to receive all payments and receivables with respect to such Mortgage Loans, responsibility for the Escrow Payments relating to such Mortgage Loans, and all Servicing Rights as owner and holder of such Mortgage Loans. In connection therewith, upon or following execution of this Agreement, the Seller shall furnish to the related Purchaser any powers of attorney and other documents reasonably necessary or appropriate to enable such Purchaser to service such Mortgage Loans. Notwithstanding the foregoing, the Seller shall continue to service or cause to be serviced, such Mortgage Loans for the related Purchaser following the related Closing Date and until the related Servicing Transfer Date in accordance with the Interim Servicing Addendum and the other applicable provisions of this Agreement. Any amounts required to be remitted to the related Purchaser by the Seller or its designee servicing such Mortgage Loans shall be remitted to such Purchaser as provided in the Interim Servicing Addendum. The related Purchaser shall assume responsibility for servicing such Mortgage Loans on and after such Servicing Transfer Date. The amount of any Monthly Payment on any Mortgage Loan received by the Seller after the Servicing Transfer Date for such Mortgage Loan shall be forwarded to the related Purchaser by overnight mail within three (3) Business Days of receipt. The Seller shall ensure that all escrow balances are received by the related Purchaser within three (3) Business Days of the applicable Servicing Transfer Date. If such balances are not received by such Purchaser within three (3)

Business Days of the applicable Servicing Transfer Date, the Seller shall remit to such Purchaser in immediately available funds, an amount equal to such balances.

**SECTION 8. Representations, Warranties and Covenants of the Seller; Remedies for Breach.**

**Subsection 8.01 Representations, Warranties and Covenants Regarding the Seller.** The Seller represents, warrants and covenants to the Purchasers that as of the date hereof and as of each Closing Date:

(a) Due Organization and Authority. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and has all licenses necessary to carry on its business as now being conducted and is licensed, qualified and in good standing in each state where a Mortgaged Property is located, if the laws of such state require licensing or qualification in order to conduct business of the type conducted by the Seller, and in any event the Seller is in compliance with the laws of such state to the extent necessary to ensure the enforceability of each Mortgage Loan in accordance with the terms of this Agreement. The Seller has the power, authority and legal right to hold, transfer and convey the Mortgage Loans and to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this Agreement (including all instruments of transfer to be delivered pursuant to this Agreement) by the Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized; this Agreement has been duly executed and delivered and constitutes the valid, legal, binding and enforceable obligation of the Seller, except as enforceability may be limited by (i) bankruptcy, insolvency, liquidation, receivership, moratorium, reorganization or other similar laws affecting the enforcement of the rights of creditors and (ii) general principles of equity, whether enforcement is sought in a proceeding in equity or at law. All requisite action has been taken by the Seller to make this Agreement valid and binding upon the Seller in accordance with its terms;

(b) No Consent Required. No consent, approval, authorization or order is required for the transactions contemplated by this Agreement from any court, governmental agency or body, or federal or state regulatory authority having jurisdiction over the Seller or, if required, such consent, approval, authorization or order has been or will, prior to the related Closing Date, be obtained;

(c) Ordinary Course of Business. The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of the Seller;

(d) No Conflicts. Neither the execution and delivery of this Agreement, the sale of the Mortgage Loans to the Purchasers, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will conflict with or result in a breach of any of the terms, conditions or provisions of the Seller's certificate of formation or partnership agreement;

(e) No Litigation Pending. There is no action, suit, proceeding or investigation pending or, to the best of the Seller's knowledge, threatened against the Seller, before any court,

administrative agency or other tribunal, asserting the invalidity of this Agreement, seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or which would be likely to impair materially the ability of the Seller to perform under the terms of this Agreement;

(f) Ability to Perform. The Seller does not believe, nor does it have any reason or cause to believe, that it cannot perform each of its obligations under the terms of this Agreement; and

(g) Sale Treatment. The Seller shall treat the disposition of the Mortgage Loans pursuant to this Agreement as a sale for accounting and tax purposes.

(h) Solvent. The Seller is solvent and will not be rendered insolvent by the consummation of the transactions contemplated hereby. The Seller is not transferring any Mortgage Loan with any intent to hinder, delay or defraud any of its creditors. The consideration received by the Seller upon the sale of the Mortgage Loans being sold by it constitutes fair consideration and reasonably equivalent value for such Mortgage Loans.

Subsection 8.02      Representations and Warranties Regarding Individual Mortgage Loans. The Seller hereby represents and warrants to the Purchasers that, with respect to each Mortgage Loan, as of the date hereof and as of the related Closing Date (or such other date as specified below):

(a) Mortgage Loans as Described. The information with respect to such Mortgage Loan set forth on the related Mortgage Loan Schedule is true and correct in all material respects. If information with respect to such Mortgage Loan on the Mortgage Loan Schedule is left blank, then there is no data associated with that information;

(b) No Outstanding Charges. To the best of the Seller's knowledge, there are no defaults in complying with the terms of the Mortgage, and all taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, leasehold payments or ground rents which previously became due and owing have been paid, or an escrow of funds has been established in an amount sufficient to pay for every such item which remains unpaid and which has been assessed but is not yet due and payable. The Seller has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the Mortgagor, directly or indirectly, for the payment of any amount required under the Mortgage Loan;

(c) Original Terms Unmodified. The terms of the Mortgage Note and Mortgage have not been impaired, waived, altered or modified in any respect, from the date of origination, except by a written instrument which has been recorded or is in the process of being recorded, if necessary to protect the interests of the related Purchaser, and which has been delivered to the related Purchaser or to such other Person as the related Purchaser has designated in writing, and the terms of which are reflected in the related Mortgage Loan Schedule. The substance of any such waiver, alteration or modification has been approved by the issuer of any related primary mortgage insurance policy and the title insurer, if any, to the extent required by the policy, and

its terms are reflected on the related Mortgage Loan Schedule, if applicable. No Mortgagor has been released, in whole or in part, except in connection with an assumption agreement, approved by the issuer of any related primary mortgage insurance policy and the title insurer, to the extent required by the policy, and which assumption agreement is part of the Mortgage File delivered to the related Purchaser or to such other Person as the related Purchaser has designated in writing and the terms of which are reflected in the related Mortgage Loan Schedule;

(d) No Defenses. To the best of the Seller's knowledge, the Mortgage Loan is not subject to any right of rescission, set-off, counterclaim or defense, including without limitation the defense of usury, nor will the operation of any of the terms of the Mortgage Note or the Mortgage, or the exercise of any right thereunder, render either the Mortgage Note or the Mortgage unenforceable, in whole or in part, and no such right of rescission, set-off, counterclaim or defense has been asserted with respect thereto;

(e) Hazard Insurance. Pursuant to the terms of the Mortgage, all buildings or other improvements upon the Mortgaged Property are insured by a generally acceptable insurer against loss by fire and hazards of extended coverage. If required by the National Flood Insurance Act of 1968, as amended, the Mortgage Loan is covered by a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration. The individual insurance policy contains a standard mortgagee clause naming the Seller and its successors and assigns as mortgagee, and all premiums thereon have been paid. The Mortgage obligates the Mortgagor thereunder to maintain the hazard insurance policy at the Mortgagor's cost and expense, and on the Mortgagor's failure to do so, authorizes the holder of the Mortgage to obtain and maintain such insurance at the Mortgagor's cost and expense, and to seek reimbursement therefor from the Mortgagor;

(f) Compliance with Applicable Laws. Any and all requirements of any federal, state or local law including, without limitation, usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity and disclosure laws applicable to the Mortgage Loan have been complied with and the consummation of the transactions contemplated hereby will not involve the violation of any such laws or regulations;

(g) No Satisfaction of Mortgage. The Mortgage has not been satisfied, canceled, subordinated or rescinded, in whole or in part, and the Mortgaged Property has not been released from the lien of the Mortgage, in whole or in part, nor has any instrument been executed that would effect any such release, cancellation, subordination or rescission. Neither the Seller nor to the Seller's knowledge any prior owner of the Mortgage Loan has waived the performance by the Mortgagor of any action, if the Mortgagor's failure to perform such action would cause the Mortgage Loan to be in default, nor has the Seller waived any default resulting from any action or inaction by the Mortgagor;

(h) Type of Mortgaged Property. With respect to each Mortgage Loan which is not secured by an interest in a leasehold estate, the Mortgaged Property is a fee simple estate that consists of a single parcel of real property with a detached single family residence erected thereon, or a two- to four-family dwelling, or an individual residential condominium unit in a condominium project, or an individual unit in a planned unit development, or stock allocated to



an individual unit in a Co-op. No portion of the Mortgaged Property (or underlying individual unit, in the case of a Co-op Loan) is used for commercial purposes, and since the date of origination, no portion of the Mortgaged Property (or underlying individual unit, in the case of a Co-op Loan) has been used for commercial purposes; provided, that a Mortgaged Property (or underlying individual unit, in the case of a Co-op Loan) which contains a home office shall not be considered as being used for commercial purposes as long as the Mortgaged Property (or underlying individual unit, in the case of a Co-op Loan) has not been altered for commercial purposes and is not storing any chemicals or raw materials other than those commonly used for homeowner repair, maintenance and/or household purposes;

(i) Valid First Lien. With respect to each Mortgage Loan which is not a Co-op Loan, the Mortgage is a valid, subsisting, enforceable and perfected, first lien on the Mortgaged Property, including all buildings and improvements on the Mortgaged Property and all installations and mechanical, electrical, plumbing, heating and air conditioning systems located in or annexed to such buildings, and all additions, alterations and replacements made at any time with respect to the foregoing. The lien of the Mortgage is subject only to:

- (i) the lien of current real property taxes and assessments not yet due and payable;
- (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording acceptable to prudent mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the originator of the Mortgage Loan and (a) specifically referred to or otherwise considered in the appraisal made for the originator of the Mortgage Loan or (b) which do not adversely affect the Appraised Value of the Mortgaged Property set forth in such appraisal; and
- (iii) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the Mortgage or the use, enjoyment, value or marketability of the related Mortgaged Property.

Any security agreement, chattel mortgage or equivalent document related to and delivered in connection with the Mortgage Loan establishes and creates a valid, subsisting, enforceable and perfected first lien and first priority security interest on the property described therein and the Seller has full right to sell and assign the same to the Purchaser.

With respect to each Co-op Loan, the Mortgage is a valid, subsisting, enforceable and perfected, first lien on the Co-op Lease, the related Mortgage is a valid, subsisting and enforceable first priority security interest in the related cooperative shares securing the Mortgage Note, subject only to (a) liens of the Co-op for unpaid assessments representing the Mortgagor's pro rata share of the related Co-op's payments for its blanket mortgage, current and future real property taxes, insurance premiums, maintenance fees and other assessments to which like collateral is commonly subject and (b) other matters to which like collateral is commonly subject

which do not materially interfere with the benefits of the security interest intended to be provided by the related Security Agreement;

(j) Validity of Mortgage Documents. The Mortgage Note and the Mortgage and any other agreement executed and delivered by the Mortgagor in connection with the Mortgage Loan are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms. All parties to the Mortgage Note, the Mortgage and any other such related agreement had legal capacity to enter into the Mortgage Loan and to execute and deliver the Mortgage Note, the Mortgage and any other such related agreement, and the Mortgage Note, the Mortgage and any other such related agreement have been duly and properly executed by the related parties;

(k) Full Disbursement of Proceeds. The Mortgage Loan has been closed and the proceeds of the Mortgage Loan have been fully disbursed and there is no requirement for future advances thereunder, and any and all requirements as to completion of any on-site or off-site improvement and as to disbursements of any escrow funds therefor have been complied with. All costs, fees and expenses incurred in making or closing the Mortgage Loan and the recording of the Mortgage were paid, and the Mortgagor is not entitled to any refund of any amounts paid or due under the Mortgage Note or Mortgage;

(l) Ownership. The Seller is the sole beneficial and legal owner of, and the owner of record and holder of, the Mortgage Loan and the indebtedness evidenced by the related Mortgage Note. Seller has good, indefeasible and marketable title to the Mortgage Loan, and has full right to transfer and sell the Mortgage Loan to the Purchaser free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest, and has full right and authority subject to no interest or participation of, or agreement with, any other party, to sell and assign each Mortgage Loan pursuant to this Agreement and following the sale of each Mortgage Loan, the related Purchaser will own such Mortgage Loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest. After the related Closing Date, the Seller will have no right to modify or alter the Mortgage Loan and the Seller will have no obligation or right to repurchase the Mortgage Loan, except as provided in this Agreement;

(m) Title Insurance. With respect to each Mortgage Loan which is not a Co-op Loan, the Mortgage Loan is covered by an ALTA lender's title insurance policy or other generally acceptable form of policy of insurance and each such title insurance policy is issued by a title insurer qualified to do business in the jurisdiction where the Mortgaged Property is located, insuring the Seller, its successors and assigns, as to the first priority lien of the Mortgage in the original principal amount of the Mortgage Loan (or to the extent a Mortgage Note provides for negative amortization, the original principal amount of such Mortgage Loan plus the maximum amount of negative amortization in accordance with the Mortgage), subject only to the exceptions contained in clauses (i), (ii) and (iii) of paragraph (i) of this Subsection 8.02, and in the case of Adjustable Rate Mortgage Loans, against any loss by reason of the invalidity or unenforceability of the lien resulting from the provisions of the Mortgage providing for adjustment to the Mortgage Interest Rate and Monthly Payment. Where required by state law or regulation, the Mortgagor has

been given the opportunity to choose the carrier of the required mortgage title insurance. Additionally, such lender's title insurance policy affirmatively insures ingress and egress, and against encroachments by or upon the Mortgaged Property or any interest therein. The Seller, its successor and assigns, are the sole insureds of such lender's title insurance policy, and such lender's title insurance policy is valid and remains in full force and effect and will be in force and effect upon the consummation of the transactions contemplated by this Agreement;

(n) No Defaults. To the best of the Seller's knowledge, there is no default, breach, violation or event which would permit acceleration under the Mortgage or the Mortgage Note and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event which would permit acceleration under the Mortgage or the Mortgage Note, and neither the Seller nor any of its affiliates nor any of their respective predecessors, have waived any default, breach, violation or event which would permit acceleration under the Mortgage or the Mortgage Note;

(o) Location of Improvements; No Encroachments. To the best of the Seller's knowledge, all improvements which were considered in determining the Appraised Value of the Mortgaged Property lay wholly within the boundaries and building restriction lines of the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan), and no improvements on adjoining properties encroach upon the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan). No improvement located on or being part of the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan) is in violation of any applicable zoning law or regulation;

(p) Customary Provisions. The Mortgage contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the Mortgaged Property of the benefits of the security provided thereby, including, (i) in the case of a Mortgage designated as a deed of trust, by trustee's sale, and (ii) otherwise by judicial foreclosure. Upon default by a Mortgagor on a Mortgage Loan and foreclosure on, or trustee's sale of, the Mortgaged Property pursuant to the proper procedures, the holder of the Mortgage Loan will be able to deliver good and merchantable title to the Mortgaged Property.

(q) Occupancy of the Mortgaged Property. To the best of the Seller's knowledge, the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan) is lawfully occupied under applicable law. All inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan) and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates, have been made or obtained from the appropriate authorities. Unless otherwise specified on the related Mortgage Loan Schedule, the Mortgagor represented at the time of origination of the Mortgage Loan that the Mortgagor would occupy the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan) as the Mortgagor's primary residence;

(r) No Additional Collateral. The Mortgage Note is not and has not been secured by any collateral except the lien of the corresponding Mortgage and the security interest of any applicable security agreement or chattel mortgage referred to in paragraph (i) above;

(s) Deeds of Trust. In the event the Mortgage constitutes a deed of trust, a trustee, authorized and duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named in the Mortgage, and no fees or expenses are or will become payable by the related Purchaser to the trustee under the deed of trust, except in connection with a trustee's sale after default by the Mortgagor;

(t) Transfer of Mortgage Loans. The Assignment of Mortgage with respect to each Mortgage Loan is in recordable form and is acceptable for recording under the laws of the jurisdiction in which the Mortgaged Property is located;

(u) Consolidation of Future Advances. Any future advances made to the Mortgagor prior to the applicable Cut-off Date have been consolidated with the outstanding principal amount secured by the Mortgage, and the secured principal amount, as consolidated, bears a single interest rate and single repayment term. The lien of the Mortgage securing the consolidated principal amount is expressly insured as having first lien priority by a title insurance policy, an endorsement to the policy insuring the Mortgagee's consolidated interest or by other title evidence acceptable to Fannie Mae and Freddie Mac. The consolidated principal amount does not exceed the original principal amount of the Mortgage Loan;

(v) Mortgaged Property Undamaged; No Condemnation Proceedings. To the best of the Seller's knowledge, there is no proceeding pending or threatened for the total or partial condemnation of the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan). The Mortgaged Property (or underlying individual unit in the case of a Co-op Loan) is undamaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado or other casualty so as to affect adversely the value of the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan) as security for the Mortgage Loan or the use for which the premises were intended. There have not been any condemnation proceedings with respect to the Mortgaged Property (or underlying individual unit in the case of a Co-op Loan);

(w) No Litigation. There is no litigation or bankruptcy proceeding pending or, to Seller's knowledge, threatened with respect to a Mortgage Loan that will adversely affect Purchaser's right, title or interest therein or the priority of the related Mortgage other than litigation and bankruptcy proceedings and their related claims as disclosed on the related Offered Mortgage Loans Letter.

(x) Servicemember's Civil Relief Act. Except as set forth in the related Offered Mortgage Loans Letter, the Mortgagor has not notified the Seller or its servicer or any other representative, and the Seller has no knowledge, of any relief requested by or allowed to the Mortgagor under the Service Members Civil Relief Act or any similar state statute.

(y) Servicing. The servicing and collection practices used with respect to the Mortgage Loans have been in all respects in compliance with Accepted Servicing Practices,

including, without limitation, applicable laws and regulations, and have been in all respects legal and proper and in accordance with the terms of the Mortgage Note and Mortgage; and

(z) No Fraud. No error, omission, misrepresentation, negligence, fraud or other similar occurrence with respect to a Mortgage Loan has taken place on the part of the Seller or, to the knowledge of the Seller, the Mortgagor, any other party, including, without limitation, the originator of the Mortgage Loan, any appraiser, any builder or developer.

Subsection 8.03 Remedies for Breach of Representations and Warranties.

(a) It is understood and agreed that the representations and warranties set forth in Subsections 8.01 and 8.02 shall survive the sale of the Mortgage Loans to the related Purchaser(s), notwithstanding any restrictive or qualified endorsement on any Mortgage Note or Assignment of Mortgage or the examination or failure to examine any Mortgage File. Promptly upon (and in any event within 60 days of) discovery by the related Purchaser of a breach of any of the foregoing representations and warranties, such Purchaser shall give Notice of Breach thereof to the Seller.

(b) If a Notice of Breach with respect to any of the representations and warranties set forth in Subsections 8.01 and 8.02 is received by the Seller from the related Purchaser and the applicable breach materially and adversely affects the value of any Mortgage Loan or Mortgage Loans or the interest of such Purchaser therein, the Seller shall use commercially reasonable efforts to cure such breach in all material respects within 90 days after the Sellers' receipt of such Notice of Breach and, if such breach is not cured within such 90 days, the Seller shall, at the related Purchaser's option, but subject to clause (e) below, repurchase such Mortgage Loan or Mortgage Loans on a whole loan, servicing released basis, at the Repurchase Price. Any repurchase pursuant to the foregoing provisions of this Subsection 8.03 shall occur on the fifth (5<sup>th</sup>) Business Day following the end of such 90 day period or on such other date as is mutually agreed to between the Seller and the related Purchaser and shall be accomplished by wire transfer of immediately available funds in an amount equal to the Repurchase Price to an account designated in writing by the related Purchaser.

(c) Notwithstanding clause (b) above, if the breach shall involve a representation or warranty set forth in Subsection 8.02 and the Seller discovers or receives notice of any such breach within 180 days of the related Closing Date, rather than repurchase the Mortgage Loan as provided above, the Seller may, with the related Purchaser's consent, which may be granted or withheld in such Purchaser's sole discretion, remove such Mortgage Loan and substitute in its place one or more Qualified Substitute Mortgage Loans, acceptable to such Purchaser, in its sole discretion, provided that any such substitution shall be effected not later than 180 days after the related Closing Date. The Seller shall be deemed to have made the representations and warranties set forth in this Agreement with respect to each such Qualified Substitute Mortgage Loan except that all such representations and warranties shall be deemed made as of the date of substitution. For each such Qualified Substitute Mortgage Loan, the Seller shall deliver to the related Purchaser or its designee, or to such other party as such Purchaser may designate in writing, the documents required by Subsection 6.03, with the Mortgage Note endorsed as required by Subsection 6.03. The Seller shall remit, or shall cause to be remitted,

directly to the related Purchaser, or its designee in accordance with such Purchaser's instructions the Monthly Payment less the Servicing Fee due, if any, on each such Qualified Substitute Mortgage Loan in the month following the date of such substitution. Monthly Payments due with respect to Qualified Substitute Mortgage Loans in the month of substitution shall be retained by the Seller. For the month of substitution, distributions to the related Purchaser shall include the Monthly Payment due on any Deleted Mortgage Loan in the month of substitution, and the Seller shall thereafter be entitled to retain all amounts subsequently received by the Seller in respect of such Deleted Mortgage Loan. For any month in which the Seller substitutes a Qualified Substitute Mortgage Loan for a Deleted Mortgage Loan, the Seller shall determine the amount (if any) by which the aggregate principal balance of all Qualified Substitute Mortgage Loans as of the date of substitution is less than the aggregate Stated Principal Balance of all Deleted Mortgage Loans (after application of scheduled principal payments due in the month of substitution). The amount of such shortfall shall be distributed by the Seller directly to the related Purchaser or its designee in accordance with such Purchaser's instructions within two (2) Business Days of such substitution.

(d) At the time of each repurchase or substitution pursuant to clause (b) or clause (c) above, reassignment of Deleted Mortgage Loans shall be effected by the execution and delivery by the related Purchaser of documents substantially similar to those by which they were transferred to such Purchaser. The Seller shall be responsible for, and shall pay when due and payable, all transfer, filing and recording fees and taxes, costs and expenses, and any state or county documentary taxes with respect to the filing or recording of any document or instrument contemplated hereby to transfer any Deleted Mortgage Loan to the Seller in connection with each repurchase or substitution, and shall be responsible for recording any documents evidencing such transfer in connection with such repurchase or substitution. Upon reassignment, the related Purchaser shall promptly deliver to the Seller any documents held by such Purchaser or its designee relating to such Deleted Mortgage Loan, including, without limitation, the related Mortgage Loan Documents delivered to such Purchaser on the related Closing Date or Delayed Closing Date, as applicable

(e) The related Purchaser shall be deemed to have made the following representations and warranties with respect to each Mortgage Loan to be repurchased or replaced pursuant to this Subsection 8.03 or Subsection 6.03 as of the date of repurchase or substitution:

- (i) Such Purchaser or its servicer (other than Seller or its subservicer) have not, by any act or omission in contravention of any Accepted Servicing Practices, caused damage to or allowed the physical condition of the Mortgaged Property to become damaged in any material way, unless such damage has been or is in the process of being repaired by the Borrower or if the Borrower is not completing such repair, then such repairs have been made by the related Purchaser or its servicer;

- (ii) The substantive rights under the Mortgage Loan have not been impaired by such Purchaser or its servicer (other than Seller or its subservicer) from those conveyed to such Purchaser;
- (iii) The condition of title to the Mortgage Loan has not been changed by such Purchaser or its servicer (other than Seller or its subservicer);
- (iv) Such Purchaser, its servicer (other than Seller or its subservicer), or its document custodian have not released, damaged, or lost any collateral for the Mortgage Loan, except to the extent that any of such collateral (including, without limitation, proceeds therefrom and Escrow Payments) has been expended for its intended purpose in a commercially prudent manner and except as required by the applicable Mortgage Loan Documents; and
- (v) There is no claim of any party against the Seller that is the result of any action or inaction of the related Purchaser or any agent (other than Seller), successor or assign of such Purchaser other than any claim as to which the Seller has received an indemnification in form and substance acceptable to the Seller from a party whose financial condition is satisfactory to the Seller for the purposes of such indemnification.

The Seller's obligation to repurchase or replace any Mortgage Loan pursuant to this Subsection 8.03 or Subsection 6.03 shall be conditional upon the accuracy of, in all material respects, the foregoing representations and warranties by the related Purchaser with respect to such Mortgage Loan. Promptly upon (and in any event within 10 days of) discovery by the related Purchaser of a breach of any of the foregoing representations and warranties with respect to any Mortgage Loan repurchased or replaced by the Seller pursuant to this Subsection 8.03 or Subsection 6.03 and which has a material, adverse effect on the Mortgage Loan in question, such Purchaser shall give written notice thereof to the Seller. In the event that the Seller discovers or receives notice that any of the foregoing representations and warranties were breached by the related Purchaser with respect to a Mortgage Loan repurchased or replaced by the Seller pursuant to this Subsection 8.03 or Subsection 6.03 and such breach materially and adversely affects the value of such Mortgage Loan or the interest of the Seller therein, the Seller shall notify such Purchaser thereof and such Purchaser shall use commercially reasonable efforts to cure such breach in all material respects within 90 days after receipt of such notice from the Seller and, if such breach is not cured within such 90 days, such Purchaser shall, at the Seller's option, repurchase such Mortgage Loan on a whole loan, servicing released basis, at the Repurchase Price. Any repurchase pursuant to the foregoing sentence shall occur on a date mutually agreed to between the Seller and the related Purchaser and shall be accomplished by wire transfer of immediately available funds in an amount equal to the Repurchase Price to an account designated in writing by the Seller.

(f) It is understood and agreed that the obligations of the Seller and the Purchasers set forth in this Subsection 8.03 to cure, substitute for or repurchase a defective Mortgage Loan constitute the sole remedies of the Purchasers and the Seller respecting a breach of the foregoing representations and warranties. In no event shall any breach of a representation or warranty by the Seller or either Purchaser be deemed to constitute, or be used as evidence of, bad faith, misconduct or fraud.

(g) Any cause of action against the Seller relating to or arising out of the breach of any representations and warranties made in Subsections 8.01 and 8.02 shall accrue as to any Mortgage Loan upon (i) discovery of such breach by the related Purchaser or notice thereof by the Seller to such Purchaser, (ii) failure by the Seller to cure such breach or repurchase or replace such Mortgage Loan as specified above and (iii) demand upon the Seller by the related Purchaser for compliance with this Agreement.

**Subsection 8.04    Representations and Warranties Regarding the Purchasers.** Each Purchaser represents, warrants and covenants (as to itself only) to the Seller that, as of the initial Closing Date and each subsequent Closing Date:

(a) Organization and Standing. The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is qualified to transact business in and is in good standing under the laws of each state in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such qualification;

(b) Due Authority. The Purchaser has the full power and authority to perform, and to enter into and consummate, all transactions contemplated by this Agreement; the Purchaser has the full power and authority to purchase and hold each Mortgage Loan;

(c) No Conflict. Neither the acquisition of the Mortgage Loans by the Purchaser pursuant to this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will conflict with or result in a breach of any of the terms, conditions or provisions of the Purchaser's organizational or governing documents or result in a material breach of any legal restriction or any material agreement or instrument to which the Purchaser is now a party or by which it is bound, or constitute a material default or result in an acceleration under any of the foregoing, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Purchaser or its property is subject;

(d) No Pending Litigation. There is no action, suit, proceeding, investigation or litigation pending or, to the Purchaser's knowledge, threatened, against the Purchaser which either in any one instance or in the aggregate, if determined adversely to the Purchaser would adversely affect the purchase of the Mortgage Loans by the Purchaser hereunder, or the Purchaser's ability to perform its obligations under this Agreement;

(e) No Consent Required. No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by



the Purchaser of or compliance by the Purchaser with this Agreement or the consummation by the Purchaser of the transactions contemplated by this Agreement (including, but not limited to, any approval from HUD), or if required, such consent, approval, authorization or order has been obtained prior to the related Closing Date; and

(f) Securities. Without conceding that the Mortgage Loans are securities, each Purchaser (as to itself only) hereby makes the following representations, warranties and agreements, which shall have been deemed to have been made as of each Closing Date:

- (i) the Purchaser understands that the Mortgage Loans have not been registered under the 1933 Act or the securities laws of any state;
- (ii) the Purchaser is acquiring the Mortgage Loans for its own account without a view towards a public distribution;
- (iii) the Purchaser considers itself a substantial, sophisticated institutional investor having such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Mortgage Loans; and
- (iv) neither the Purchaser nor anyone acting on its behalf has offered, transferred, pledged, sold or otherwise disposed of any Mortgage Loan, any interest in any Mortgage Loan or any other similar security to, or solicited any offer to buy or accept a transfer, pledge or other disposition of any Mortgage Loan, any interest in any Mortgage Loan or any other similar security from, or otherwise approached or negotiated with respect to any Mortgage Loan, any interest in any Mortgage Loan or any other similar security with, any person in any manner, or made any general solicitation by means of general advertising or in any other manner, or taken any other action which would constitute a distribution of the Mortgage Loans under the 1933 Act or which would render the disposition of any Mortgage Loan a violation of Section 5 of the 1933 Act or require registration pursuant thereto, nor will it act, nor has it authorized or will it authorize any person to act, in such manner with respect to the Mortgage Loans.

SECTION 9. Closing. The closing for the purchase and sale of each Mortgage Loan Package shall take place on the related Closing Date. At the related Purchaser's option, each Closing shall be either: by electronic mail, telephone, confirmed by letter or wire as the parties shall agree, or conducted in person, at such place as the parties shall agree.

The closing for the Mortgage Loans to be purchased on each Closing Date shall be subject to each of the following conditions:

- (i) prior to the related Closing Date, the Seller shall deliver to the Purchaser a magnetic diskette, or transmit by modem, electronic mail, or other mutually acceptable electronic format, a listing on a loan-level basis of the necessary

information to compute the Purchase Price of the Mortgage Loans to be delivered on such Closing Date (including accrued interest), and prepare a Mortgage Loan Schedule;

- (ii) all of the representations and warranties of the Seller under this Agreement shall be true and correct as of the related Closing Date and no event shall have occurred which, with notice or the passage of time, would constitute a default under this Agreement;
- (iii) the related Purchaser shall have received, or such Purchaser's attorneys shall have received in escrow, all closing documents as specified in Section 10 of this Agreement, in such forms as are agreed upon and acceptable to such Purchaser, duly executed by all signatories other than such Purchaser as required pursuant to the terms hereof;
- (iv) the Seller shall have delivered and released to the related Purchaser all documents required pursuant to this Agreement; and
- (v) all other terms and conditions of this Agreement and the related Purchase Price and Terms Agreement (unless waived) shall have been complied with.

Subject to the foregoing conditions, the related Purchaser shall pay to the Seller on the related Closing Date the Purchase Price, pursuant to Section 4 of this Agreement, by wire transfer of immediately available funds to the account designated by the Seller.

For the purposes hereof, the phrase "Defective Mortgage Loans" means all Mortgage Loans which have been designated for purchase pursuant to a Purchase Price and Terms Agreement but for which the related Mortgage File does not contain all of the Mortgage Loan Documents required to be in such Mortgage File as described in Exhibit A-1 hereto, including any missing intervening Mortgage Note endorsements or recorded assignments of Mortgage needed for a complete chain of title into Seller. At the related Purchaser's option, the closing of the purchase of some or all of the Defective Mortgage Loans will be delayed for not less than fifteen (15) days and not more than sixty (60) days (as designated by the related Purchaser) after the scheduled Closing Date during which time Seller will use its commercially reasonable efforts to complete the Mortgage File(s) for such Defective Mortgage Loans so that they satisfy the requirements of Exhibit A-1 hereto. The sale of the Defective Mortgage Loans for which the Mortgage Files are completed following the scheduled Closing Date will be completed at a closing to be held on the related Delayed Closing Date, or such earlier date or dates as Seller and the related Purchaser may agree upon. If by the related Delayed Closing Date Seller has failed to cause the Mortgage File(s) for any Defective Mortgage Loan to be completed to satisfy the requirements of Exhibit A-1 hereto, the related Purchaser may, but shall have no obligation to, purchase such Defective Mortgage Loan(s) and if such related Purchaser does not elect to so purchase such Defective Mortgage Loan(s) neither the Seller nor the related Purchaser shall have any liability or obligation one to the other in regard to such Defective Mortgage Loans(s).

SECTION 10. Closing Documents. The Closing Documents for the Mortgage Loans to be purchased on each Closing Date shall consist of fully executed originals of the following documents, which will be executed and/or delivered on or prior to the related Closing Date as provided in this Agreement:

1. a Mortgage Loan Schedule;
2. the Mortgage File and Mortgage Loan Document for each Mortgage Loan then being purchased; and
3. an Assignment and Conveyance Agreement in the form of Exhibit B hereto, and all exhibits thereto.

SECTION 11. Costs. The Purchasers shall pay any commissions due to their salesmen and the legal fees and expenses of their attorneys. The Seller shall pay the legal fees and expenses of its attorneys.

SECTION 12. Seller's Servicing Obligations. The Seller shall continue to service, or cause to be serviced, the Mortgage Loans sold on each Closing Date, on the Seller's (or its designee's) system in conformance with all of the requirements of the Mortgage Loan Documents, the Interim Servicing Addendum and Accepted Servicing Practices until the related Servicing Transfer Date. The Seller shall send out, or shall cause to be sent out, at its expense, any and all necessary notices required under applicable law and the terms of the related Mortgage Note and Mortgage regarding the Mortgage Interest Rate and Monthly Payment adjustments for a period of time up to 10 days after the Servicing Transfer Date.

SECTION 13. Notice of Servicing Transfer. The Seller and the Purchasers shall each comply with, and the Seller shall assist the Purchasers in complying with, the notice requirements for the transfer of servicing rights as set forth in the Real Estate Settlement Procedures Act, as amended, and Regulation X promulgated thereunder. The Seller shall mail, or cause to be mailed, to the Mortgagor of each Mortgage Loan a letter advising the Mortgagor of the transfer of the servicing of the related Mortgage Loan to a successor servicer in accordance with the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; provided, however, the content and format of the letter shall have the prior approval of the related Purchaser and the successor servicer. The Seller shall provide, or cause to be provided to the related Purchaser and the successor servicer copies of all such notices no later than the related Servicing Transfer Date.

SECTION 14. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at the address as follows:

- (i) if to the Seller:

Taylor, Bean & Whitaker Mortgage Corp.

315 NE 14<sup>th</sup> Street  
Ocala, Florida 34470  
Attention: President

With copy to:  
Taylor, Bean & Whitaker Mortgage Corp.  
5150 Stilesboro Road  
Building 500, Suite 500  
Kennesaw, Georgia 30152  
Attn: General Counsel

(ii) if to either Purchaser:

Loan Acquisition Corporation  
CSG Investments, Inc.  
6000 Legacy Drive  
Plano, Texas 75024  
Attention: Stephen J. Costas, Esq.  
Telephone: (469) 467-5580

or such other address as may hereafter be furnished to the other party by like notice. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

SECTION 15. Severability Clause. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction as to any Mortgage Loan shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.

SECTION 16. Counterparts. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

SECTION 17. Intention of the Parties. It is the intention of the parties that the Purchasers are purchasing, and the Seller is selling the Mortgage Loans and not a debt instrument of the Seller or another security. Accordingly, the parties hereto each intend to treat the

transaction for federal income tax purposes as a sale by the Seller, and a purchase by the Purchasers, of the Mortgage Loans. Moreover, the arrangement under which the Mortgage Loans are held shall be consistent with classification of such arrangement as a grantor trust in the event it is not found to represent direct ownership of the Mortgage Loans. The Purchasers shall have the right to review the Mortgage Loans and the related Mortgage Files to determine the characteristics of the Mortgage Loans which shall affect the federal income tax consequences of owning the Mortgage Loans and the Seller shall cooperate with all reasonable requests made by the Purchasers in the course of such review.

SECTION 18. Successors and Assigns; Assignment of Purchase Agreement. This Agreement shall bind and inure to the benefit of and be enforceable by the Seller and each Purchaser and their respective permitted successors and assigns. This Agreement shall not be assigned, pledged or hypothecated by the Seller to a third party not affiliated with the Seller without the prior written consent of the Purchasers. This Agreement and each Purchase Price and Terms Agreement may be assigned, pledged or hypothecated by the Purchasers, and either thereof, in whole or in part, and with respect to one or more of the Mortgage Loans, without the consent of the Seller. The Purchasers hereby notify the Seller that it is currently the intent of the Purchasers to assign to affiliates of each Purchaser the right to purchase Mortgage Loans designated for purchase by the Purchasers, or either thereof, pursuant to Purchase Price and Terms Agreement(s). Each assignee of a Purchaser that is to purchase any Mortgage Loan pursuant to this Agreement will be considered a Purchaser.

SECTION 19. Waivers. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

SECTION 20. Exhibits. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

SECTION 21. General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender;

(b) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;

(c) references herein to "Articles," "Sections," "Subsections," "Paragraphs," and other subdivisions without reference to a document are to designated Articles, Sections, Subsections, Paragraphs and other subdivisions of this Agreement;

(d) reference to a Subsection without further reference to a Section is a reference to such Subsection as contained in the same Section in which the reference appears, and this rule shall also apply to Paragraphs and other subdivisions;

(e) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and

(f) the terms "include" and "including" shall mean without limitation by reason of enumeration.

SECTION 22. Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at a closing, and (c) financial statements, certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

SECTION 23. Further Agreements. The Seller and the Purchasers each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Agreement.

SECTION 24. Recordation of Assignments of Mortgage. To the extent permitted by applicable law, each of the Assignments of Mortgage is subject to recordation in all appropriate public offices for real property records in all the counties or their comparable jurisdictions in which any or all of the Mortgaged Properties are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected at the Seller's expense in the event recordation is necessary under applicable law and requested by the related Purchaser.

SECTION 25. No Solicitation. From and after the related Closing Date, the Seller agrees that it will not take any action or permit or cause any action to be taken by any of its agents or Affiliates, or by any independent contractors on the Seller's behalf, to personally, by telephone or mail (via electronic means or otherwise), solicit a Mortgagor under any Mortgage Loan for the purpose of refinancing a Mortgage Loan, in whole or in part, without the prior written consent of the related Purchaser. Notwithstanding the foregoing, it is understood and agreed that the Seller or any of its Affiliates:

- (i) may advertise its availability for handling refinancings of mortgages in its portfolio, including the promotion of terms it has available for such refinancings, through the sending of letters or promotional material, so long as it does not specifically target Mortgagors; and
- (ii) may provide pay-off information and otherwise cooperate with individual Mortgagors who contact it about prepaying their Mortgages by advising them of refinancing terms and streamlined origination arrangements that are available.

Promotions undertaken by the Seller or by any affiliate of the Seller which are directed to the general public at large (including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements), shall not constitute solicitation under this Section 25.

**SECTION 26. Waiver of Trial by Jury.** EACH OF THE SELLER AND EACH PURCHASER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**SECTION 27. Governing Law Jurisdiction; Consent to Service of Process.** THIS AGREEMENT SHALL BE DEEMED IN EFFECT WHEN A FULLY EXECUTED COUNTERPART THEREOF IS RECEIVED BY EACH PARTY HERETO AND SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW RULES AND PRINCIPLES. EACH OF THE PURCHASER AND THE SELLER IRREVOCABLY (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT; (II) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM IN ANY ACTION OR PROCEEDING IN ANY SUCH COURT; (III) AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW; AND (IV) CONSENTS TO SERVICE OF PROCESS UPON IT BY MAILING A COPY THEREOF BY CERTIFIED MAIL ADDRESSED TO IT AS PROVIDED FOR NOTICES HEREUNDER.

**SECTION 28. Privacy Act Compliance.** The Seller and the Purchasers shall maintain policies, procedures, and safeguards designed to protect the security and confidentiality of any non-public personal information relating to Mortgagors. The Seller and the Purchasers agree to comply with the provisions of the Gramm-Leach-Bliley Act of 1999, as the same may be amended from time to time, and all implementing rules and regulations regarding consumer financial privacy, to the extent applicable to each of their actions and responsibilities hereunder.

**SECTION 29. Amendments.** This Agreement together with all exhibits and schedules hereto and each Offered Mortgage Loans Letter, each Purchase Price and Terms Agreement, each Assignment and Conveyance Agreement and the other closing documents referenced herein constitutes the entire agreement between the parties hereto and supersede any and all prior representations, promises and statements, oral or written, made in connection with the subject matter of this Agreement and the negotiation hereof, and no such prior representation, promise or statement not written herein will be binding on the parties. This Agreement may not

be varied, amended or altered or its provisions waived except by an agreement in writing executed by duly authorized agents of all parties hereto.

**SECTION 30. No Special Damages.** In no event shall any party hereto be liable for any indirect damages, including consequential, incidental, exemplary or special damages, or any punitive damages.

**IN WITNESS WHEREOF,** the Seller and the Purchasers have caused this Flow Mortgage Loan Purchase and Warranties Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

**SELLER:**

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.

By: 

Name: Jeremy Collett

Title: EVP Capital Markets

**PURCHASER:**

LOAN ACQUISITION CORPORATION

By: 

Name: Rob Neff

Title: Vice President

CSG INVESTMENTS, INC.

By: 

Name: Jacob Cherner

Title: President



## **EXHIBIT A-1**

### **MORTGAGE LOAN DOCUMENTS**

With respect to each Mortgage Loan, the Mortgage Loan Documents shall include each of the following items, which shall be available for inspection by the Purchasers, and which shall be delivered to the Purchasers, or to such other Person as either Purchaser shall designate in writing, pursuant to Section 6 of the Flow Mortgage Loan Purchase and Warranties Agreement to which this Exhibit is attached (the "Agreement"):

#### **Mortgage Loan Documents**

- (a) either (i) the original Mortgage Note bearing all intervening endorsements, endorsed "Pay to the order of \_\_\_\_\_, without recourse" and signed in the name of the Seller by an authorized officer, such endorsement contained on the face of the Mortgage Note or an allonge if state law so allows, or (ii) if the original Mortgage Note has been lost, as specified on the applicable Mortgage Loan Schedule, a lost note affidavit (with a true, correct and complete copy of the Mortgage Note attached as an Exhibit) in form acceptable to the related Purchaser, stating that the original Mortgage Note was lost, misplaced or destroyed;
- (b) the original or an imaged copy of the original of any guarantee executed in connection with the Mortgage Note;
- (c) with respect to Mortgage Loans that are not Co-op Loans, the original or an imaged copy of the original Mortgage with evidence of recording thereon. With respect to each Co-op Loan, the original or an imaged copy of the Security Agreement. If in connection with any Mortgage Loan, the Seller cannot deliver or cause to be delivered the original or an imaged copy of the original Mortgage with evidence of recording thereon on or prior to the Closing Date because of a delay caused by the public recording office where such Mortgage has been delivered for recordation or because such Mortgage has been lost or because such public recording office retains the original recorded Mortgage, the Seller shall deliver or cause to be delivered to the related Purchaser or its designee, an imaged copy of such Mortgage, with evidence of the recording thereof if the original has been lost;
- (d) the originals of all assumption, modification, consolidation or extension agreements, if any, with evidence of recording thereon;
- (e) with respect to Mortgage Loans that are not Co-op Loans, the original Assignment of Mortgage for each Mortgage Loan, in form and substance acceptable for recording pursuant to the Assignment of Mortgage, the Mortgage shall be assigned to the related Purchaser;
- (f) with respect to Mortgage Loans that are not Co-op Loans, the originals of all intervening assignments of mortgage (if any) evidencing a complete chain of assignment from the originator of such Mortgage Loan to the Seller (or, in the case of a MERS Designated Loan, MERS) with evidence of recording thereon, or if any such intervening assignment has not been returned from the applicable recording office or has been lost or if such public recording office retains the original recorded assignments of mortgage, the Seller shall deliver or cause to be

delivered to the related Purchaser or its designee, an imaged copy of such intervening assignment, together with (i) in the case of a delay caused by the public recording office, a certification by the Seller stating that such intervening assignment of mortgage has been dispatched to the appropriate public recording office for recordation and that an imaged copy of such original recorded intervening assignment of mortgage with evidence of recording will be promptly delivered to the related Purchaser or its designee upon receipt thereof by the Seller; or (ii) in the case of an intervening assignment where a public recording office retains the original recorded intervening assignment or in the case where an intervening assignment is lost after recordation in a public recording office, an imaged copy of such intervening assignment certified by such public recording office to be a true and complete copy of the original recorded intervening assignment;

(g) with respect to Mortgage Loans that are not Co-op Loans, the original, or if the original has been lost, an imaged copy of the original, mortgagee policy of title insurance or, in the event such original title policy has not yet been issued, an imaged copy of the related policy binder or commitment for title insurance and satisfactory evidence that the premium for such mortgagee policy of title insurance has been paid to the appropriate title insurance company or its agent;

(h) an imaged copy of the original of any security agreement, chattel mortgage or equivalent document executed in connection with the Mortgage;

(i) with respect to each Co-op Loan: imaged copies of the (i) the Co-op Lease and the assignment of such Co-op Lease, with all intervening assignments showing a complete chain of title and an assignment thereof by the Seller; (ii) the stock certificate together with an undated stock power relating to such stock certificate executed in blank; (iii) the recognition agreement of the interests of the Mortgagee with respect to the Co-op Loan by the Co-op, the stock of which was pledged by the related Mortgagor to the originator of such Co-op Loan; and (iv) the UCC-1 financing statement filed by the originator as secured party and, if applicable, a filed UCC-3 assignment of the subject security interest showing a complete chain of title, together with an executed UCC-3 assignment of such security interest by the Seller in a form sufficient for filing; and

(j) if any of the above documents has been executed by a person holding a power of attorney, an original or photocopy of such power certified by the Seller to be a true and correct copy of the original.

## **EXHIBIT A-2**

### **CONTENTS OF EACH MORTGAGE FILE**

With respect to each Mortgage Loan, the Mortgage File shall include each of the following items, unless otherwise disclosed to the Purchasers on the data tape, which items shall be available for inspection by the Purchasers and which shall be retained by the Servicer or delivered to the related Purchaser:

- (a) Copies of the Mortgage Loan Documents.
- (b) Residential loan application.
- (c) Mortgage Loan closing statement.
- (d) Verification of employment and income, if required.
- (e) Verification of acceptable evidence of source and amount of downpayment.
- (f) Credit report on Mortgagor.
- (g) Residential appraisal report.
- (h) Survey of the Mortgaged Property, unless a survey is not required by the title insurer.
- (i) Copy of each instrument necessary to complete identification of any exception set forth in the exception schedule in the title policy, i.e., map or plat, restrictions, easements, home owner association declarations, etc.
- (j) Copies of all required disclosure statements.
- (k) If applicable, termite report, structural engineer's report, water potability and septic certification.
- (l) Sales contract, if applicable.
- (m) Copy of the owner's title insurance policy or attorney's opinion of title and abstract of title, as applicable.
- (n) Evidence of electronic notation of the hazard insurance policy, and, if required by law, evidence of the flood insurance policy.

## EXHIBIT B

### FORM OF ASSIGNMENT AND CONVEYANCE AGREEMENT

On this \_\_\_\_ day of \_\_\_\_\_, 200\_, TAYLOR, BEAN & WHITAKER MORTGAGE CORP. (the "Seller"), as the Seller under (i) that certain Purchase Price and Terms Agreement, dated as of \_\_\_\_\_, 200\_ (the "PPTA"), and (ii) that certain Flow Mortgage Loan Purchase and Warranties Agreement, dated as of May 8, 2009, by and between the Seller and Loan Acquisition Corporation and CSG Investments, Inc. (the "Purchase Agreement") and collectively with the PPTA, the "Agreements"), does hereby sell, transfer, assign, set over and convey to [ ] (the "Purchaser") as the Purchaser under the Agreements without recourse, but subject to the terms of the Agreements, all right, title and interest of, in and to the Mortgage Loans listed on the Mortgage Loan Schedule attached hereto as Exhibit A (the "Mortgage Loans"), together with the Mortgage Files and the related Servicing Rights and all rights and obligations arising under the documents contained therein. Pursuant to Section 6 of the Purchase Agreement, the Seller has delivered to the Purchaser or its designee the documents for each Mortgage Loan to be purchased as set forth in the Purchase Agreement. The ownership of each Mortgage Note, each Mortgage and the contents of each Mortgage File is vested in the Purchaser and the ownership of all records and documents with respect to each Mortgage Loan prepared by or which come into the possession of the Seller shall immediately vest in the Purchaser and shall be retained and maintained, in trust, by the Seller at the will of the Purchaser in a custodial capacity only.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Purchase Agreement.

#### SELLER:

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
TO ASSIGNMENT AND CONVEYANCE AGREEMENT  
THE MORTGAGE LOANS

## EXHIBIT D

### INTERIM SERVICING ADDENDUM

**The Seller shall service the Mortgage Loans as follows:**

(a) With respect to any Mortgage Loan, the Seller, as interim servicer (in such capacity, the "Interim Servicer") shall administer the Mortgage Loans on behalf of the related Purchaser in accordance with the terms of this Agreement and the respective Mortgage Loans and, to the extent consistent with such terms, in the same manner in which it administers similar mortgage loans for its own portfolio, giving due consideration to customary and usual standards of practice of customary and reasonable mortgage lenders and loan servicers administering similar mortgage loans but without regard to: (i) any relationship that the Interim Servicer or any affiliate of the Interim Servicer may have with the related Mortgagor and (ii) the Interim Servicer's right to receive compensation for its services hereunder; provided, however, that the servicing activities required hereunder shall be restricted to such minimal servicing and collection activities as are necessary for preserving and collecting the Mortgage Loans on a temporary basis, it being agreed and understood that the servicing of the Mortgage Loans is intended to be transferred to the related Purchaser or such Purchaser's designee on the Servicing Transfer Date. The period beginning on the related Closing Date and ending on the related Servicing Transfer Date is referred to herein as the "Interim Servicing Period".

(b) The Interim Servicer shall service the Mortgage Loans in accordance with Accepted Servicing Practices.

(c) To the extent consistent with the foregoing, the Interim Servicer shall waive (or permit a subservicer to waive) a prepayment or other charge only with the related Purchaser's prior written consent.

(d) Consistent with the terms of this Agreement, the Interim Servicer may not waive, modify or vary any term of any Mortgage Loan or consent to the postponement of strict compliance with any such term or in any manner grant indulgence to any Mortgagor without the related Purchaser's written consent. If reasonably required by the Interim Servicer, the related Purchaser shall furnish the Interim Servicer with any powers of attorney (in form and on terms acceptable to the related Purchaser) and other documents (in form and on terms acceptable to the related Purchaser) necessary or appropriate to enable the Interim Servicer to carry out its servicing and administrative duties under this Agreement.

(e) The Interim Servicer shall have no obligation to, and will not, advance due and unpaid monthly principal and interest payments related to any Mortgage Loan. The related Purchaser shall be entitled to all payments of principal and interest and other recoveries on the Mortgage Loans received on or after the applicable Cut-off Date, other than Ancillary Income, as hereinafter defined, which shall be paid to the related Purchaser on or before the 12<sup>th</sup> Business Day of each month during the Interim Servicing Period (in regard to payments received prior to the first day of such month) and within three (3) Business Days following the Servicing Transfer Date.

(f) As compensation for its services hereunder, the Interim Servicer shall be entitled to the Servicing Fee with respect to each Mortgage Loan calculated as set forth in the Agreement. If the Interim Servicing Period includes any partial month, the Servicing Fee for such month shall be pro rated at a per diem rate based upon a 30-day month. The Servicing Fee is payable monthly in arrears, solely from the interest portion of the monthly payments collected by the Interim Servicer.

(g) Additional servicing compensation in the form of Ancillary Income shall be retained by the Interim Servicer. "Ancillary Income" means, all income derived from the Mortgage Loans, other than interest, principal, and prepayment fees collected, including but not limited to, fees received with respect to late charges, checks or bank drafts returned by the related bank for non-sufficient funds, assumption fees, and all other incidental fees and charges. The Interim Servicer shall be required to pay all expenses incurred by it in connection with its servicing activities hereunder, including the costs and expenses related to the servicing transfer, and shall not be entitled to reimbursement therefor except as specifically provided for.

(h) On the last day of the Interim Servicing Period, the related Purchaser or its designee, shall assume all servicing responsibilities related to the Mortgage Loans; and Interim Servicer and the related Purchaser will comply with each of the following:

(i) The Interim Servicer shall mail to the Mortgagor of each Mortgage Loan to be transferred, a written notice (the "Notice") advising the Mortgagor of the transfer of the servicing of the related Mortgage Loan to the related Purchaser in accordance with Accepted Servicing Practices, including, without limitation, the Cranston Gonzales National Affordable Housing Act of 1990. The actual Servicing Transfer Date as set forth in such Notice shall be no less than fifteen (15) days following the date of mailing of such Notice.

(ii) The Interim Servicer shall transmit to the applicable tax services and insurance companies and/or agents, notification of the transfer of the servicing to the related Purchaser and instructions to deliver all notices, tax bills and insurance statements, as the case may be, to the related Purchaser from and after the related Servicing Transfer Date.

(iii) The Interim Servicer shall ship the servicing file and Credit File for each Mortgage Loan in its possession relating to each Mortgage Loan to the related Purchaser or its designee via overnight delivery within five (5) Business Days following the related Servicing Transfer Date. To the extent available, the delivery of servicing files will include a copy (which may be in the form of an imaged copy in a PDF or TIF file on disk) of the invoice previously received by the Interim Servicer related to an advance (servicing, corporate or escrow) which was not processed by a computer down-load from the related vendor; provided, however, that said invoice relates to advances made subsequent to the related Cut-off Date.

(iv) Within three (3) Business Days after the Servicing Transfer Date, the Interim Servicer shall provide the related Purchaser with immediately available funds by wire transfer in the amount of the net escrow payments and suspense balances and all loss draft balances associated with the Mortgage Loans. The Interim Servicer shall provide the related Purchaser with an accounting statement of escrow payments and suspense balances and loss draft

balances sufficient to enable such Purchaser to reconcile the amount of such payment with the accounts of the Mortgage Loans.

(v) The Interim Servicer shall provide to the related Purchaser sufficient information for such Purchaser to determine if there has been a payoff or assumption of a Mortgage Loan.

(vi) Prior to the related Servicing Transfer Date all payments received by the Interim Servicer on each Mortgage Loan shall be properly applied by the Interim Servicer to the account of the particular Mortgagor. Within three (3) Business Days after the related Servicing Transfer Date, the Interim Servicer shall remit by wire transfer of immediately available funds to the related Purchaser all amounts collected under each Mortgage Loan and not previously paid to such Purchaser as provided above.

(vii) The Interim Servicer shall notify the related Purchaser of the particulars of any Monthly Payments received by the Interim Servicer on or after the related Servicing Transfer Date, which notification requirement shall be satisfied if the Interim Servicer forwards with its payment all information provided by the Mortgagor in conjunction with its payment.

(viii) The Interim Servicer shall prepare and file all IRS forms 1098, 1099 and other applicable forms and reports which are required to be filed with respect to the period prior to the related Servicing Transfer Date in relation to the servicing and ownership of the Mortgage Loans. The related Purchaser shall prepare and file all such reports with respect to any period commencing on or after the related Servicing Transfer Date.

(ix) All costs incurred in the service release of the Mortgage Loans related to the shipping, copying, computer screen printing and completion of any transfer documents (excluding the completion or recordation of any assignments of mortgage provided by the Interim Servicer) necessary to effect the servicing transfer shall be paid by the Interim Servicer.

(x) Notwithstanding anything contained herein to the contrary, the related Purchaser will have no obligation to reimburse Interim Servicer for, or otherwise pay, any expenses or Advances made or incurred by or on behalf of Interim Servicer after the related Cut-off Date in regard to any Mortgage Loan except for (i) Escrow Advances and (ii) other Advances in an aggregate amount for such Mortgage Loan up to \$500.00, unless the related Purchaser has previously approved such expense or Advance in writing.



EXHIBIT E

OFFERED MORTGAGE LOANS LETTER

\_\_\_\_\_, 2009

[VIA EMAIL]

Loan Acquisition Corporation  
CSG Investments, Inc.  
6000 Legacy Drive  
Plano, Texas 75024  
Attention: Rob Neff

\_\_\_\_\_ **RE: Offered Mortgage Loans**

Dear Mr. Neff:

Pursuant to Section 2 of that certain Flow Mortgage Loan Purchase and Warranties Agreement (the "MLPA"), dated \_\_\_\_\_, 2009, by and between TAYLOR, BEAN & WHITAKER MORTGAGE CORP., as Seller, and Loan Acquisition Corporation and CSG Investments, Inc., as Purchasers, this letter constitutes the Offered Mortgage Loans Letter for the Offered Mortgage Loans identified on the Mortgage Loan Schedule attached hereto as Exhibit A.

- Aggregate unpaid principal balance of the Offered Mortgage Loans: \$ \_\_\_\_\_.
- Purchase Price Percentage for the Offered Mortgage Loans: \_\_\_\_\_%.
- Amount of accrued and unpaid interest on the Offered Mortgage Loans to be included in the Purchase Price: \_\_\_\_\_.
- The Purchase Price and Terms Agreement Return Date is: \_\_\_\_\_.

Exhibits B, C and D attached hereto identify, respectively, Offered Mortgage Loans that are subject to (i) Mortgagor counterclaims and defenses, (ii) litigation and bankruptcy proceedings and (iii) notices received on behalf of Seller relating to the Servicemembers Civil Relief Act or similar statute. A Collateral Exceptions Report relating to the Offered Mortgage Loans is attached hereto as Exhibit E.

Capitalized terms used herein but not defined herein shall have the meaning given to such term in the MLPA.

Very truly yours,

TAYLOR, BEAN & WHITAKER MORTGAGE CORP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO THE OFFERED MORTGAGE LOANS LETTER**  
**MORTGAGE LOAN SCHEDULE**

**EXHIBIT B**  
**TO THE OFFERED MORTGAGE LOANS LETTER**  
**COUNTERCLAIMS AND DEFENSES**

**EXHIBIT C**

**TO THE OFFERED MORTGAGE LOANS LETTER  
LITIGATION AND BANKRUPTCY PROCEEDINGS**

**EXHIBIT D**

**TO THE OFFERED MORTGAGE LOANS LETTER  
SERVICEMEMBERS CIVIL RELIEF ACT CLAIMS**

**EXHIBIT E**

**TO THE OFFERED MORTGAGE LOANS LETTER**

**COLLATERAL EXCEPTION REPORT**

## EXHIBIT F

### FORM OF PURCHASE PRICE AND TERMS AGREEMENT

THIS PURCHASE PRICE AND TERMS AGREEMENT, dated as of \_\_\_\_\_, 2009 (this "Purchase Price and Terms Agreement"), is hereby executed by and between TAYLOR, BEAN & WHITAKER MORTGAGE CORP., as seller and interim servicer (the "Company"), and \_\_\_\_\_, as purchaser (the "Purchaser") under this Purchase Price and Terms Agreement and the Flow Mortgage Loan Purchase and Warranties Agreement, dated as of \_\_\_\_\_, 2009, by and between the Company, as Seller, and Loan Acquisition Corporation and CSG Investments, Inc., as Purchasers (the "MLPA"), all the provisions of which are incorporated herein and shall be a part of this Purchase Price and Terms Agreement as if set forth herein in full (this Purchase Price and Terms Agreement together with the MLPA so incorporated, the "Agreement"). [Add, if applicable: The Purchaser is an assignee of [LAC and/or CSG] under the MLPA]

#### PRELIMINARY STATEMENT

The Purchaser has agreed to purchase from the Company and the Company has agreed to sell to the Purchaser, on a servicing released basis and without recourse, a pool of Mortgage Loans, as described in, and having an aggregate Cut-Off Date Principal Balance as of the Cut-Off Date as described in, the Schedule attached hereto as **Exhibit A**.

In consideration of the premises and the mutual agreements hereinafter set forth, and intending to be legally bound, the Purchaser and the Company agree hereby as follows:

#### 1. **MLPA; Designation.**

The Company and the Purchaser acknowledge that the MLPA prescribes certain obligations of the Company and the Purchaser with respect to the Mortgage Loans. The Company and the Purchaser each agree to observe and perform such prescribed duties, responsibilities and obligations, and acknowledge that the MLPA is and shall be a part of this Agreement to the same extent as if set forth herein in full.

#### 2. **Defined Terms.**

In addition to the definitions set forth in Article I of the MLPA, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Article in regard to the Mortgage Loans being sold pursuant to this Commitment Letter.

Closing Date: \_\_\_\_, 2009.

Cut-Off Date: \_\_\_\_, 2009.

Purchase Price Percentage: As listed next to each Mortgage Loan shown on the Mortgage Loan Schedule under the heading "Purchase Price Percentage".

**3. Conveyance of Mortgage Loans; Possession of Mortgage Files.**

The Company, simultaneously with the execution and delivery of this Purchase Price and Terms Agreement, does hereby agree, as provided in the MLPA, to absolutely sell, transfer and assign, without recourse, except as set forth in the MLPA, to the Purchaser the ownership interest comprising all of the right, title and interest of the Company in and to the Mortgage Loans identified on **Exhibit A** hereto on a servicing released basis and all principal, interest and other proceeds of any kind received with respect to such Mortgage Loans, including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of such assets into cash or other liquidated property.

**4. Wire Instructions.**

A. Distributions that may be made to the Purchaser by wire transfer pursuant to the MLPA shall be made in accordance with wire instructions hereafter provided by the Purchaser to the Company:

B. The Purchase Price for the Mortgage Loans will be wire transferred by the Purchaser to the Company in accordance with the following wire transfer instructions::

Bank: \_\_\_\_\_  
ABA Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Reference: \_\_\_\_\_  
Attn: \_\_\_\_\_

or in accordance with such other instructions as may hereafter be furnished to the Purchaser in writing by the Company, provided that such instructions have been received by the Purchaser prior to the related Closing Date.

**5. Counterparts.**

This Purchase Price and Terms Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

**6. Governing Law.**

This Purchase Price and Terms Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

**7. Amendment.**

This Purchase Price and Terms Agreement may be amended from time to time by the Company and the Purchaser by written agreement signed by the Company and the Purchaser.

[Signature Page Follows]



IN WITNESS WHEREOF, the Company and the Purchaser have caused their names to be signed to this Purchase Price and Terms Agreement by their respective officers thereunto duly authorized as of the day and year first above written.

**COMPANY:**

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**TO THE PURCHASE PRICE AND TERMS AGREEMENT  
MORTGAGE LOAN SCHEDULE**



TBWK\_81MM\_2009\_003

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, LOAN ACQUISITION CORPORATION (the "Assignor") hereby assigns and transfers to LPP MORTGAGE LTD. (the "Assignee") all right, title and interest of Assignor, solely in regard to the purchase of the Mortgage Loans (as such term is defined in the Agreement, as defined below) listed on Schedule I attached hereto, in, to and under that certain Mortgage Loan Sale Agreement, dated as of May 8, 2009, by and between Assignor and CSG Mortgage, Inc. as purchasers, and Taylor, Bean & Whitaker Mortgage Corp. ("Seller"), as seller (the "Agreement.") Assignor retains all other rights, titles and interests of the Purchaser under the Agreement, including, without limitation, the right to purchase and/or assign to one or more assignees the right to purchase, other Mortgage Loans, other than those listed on Schedule I hereto, pursuant to the Agreement.

Executed as of the 15<sup>th</sup> day of June, 2009.

ASSIGNOR:

LOAN ACQUISITION CORPORATION

By:

  
Name: Rob Neff

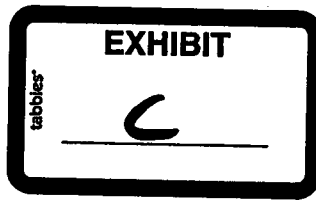
Title: Vice President 

**Schedule I**

<b>AA Loan Id</b>	<b>Seller Loan Id</b>	<b>Purchase Price Percentage</b>	<b>Borrower Last Name</b>	<b>Purchasing Entity</b>
396017	492296	62%	Litton	LPP
396125	551833	62%	GARCIA	LPP
396031	554211	62%	ALLEN	LPP
395786	556940	62%	BACON	LPP
395836	557222	62%	DEVITA	LPP
396099	563909	62%	Smith	LPP
396037	567964	62%	MEYERS	LPP
395921	601893	62%	Holbert	LPP
395812	766627	62%	Eggleston	LPP
395975	772627	47%	Brown	LPP
395843	795473	62%	Wright	LPP
396049	978957	42%	RICHARDSON	LPP
395890	1206596	62%	MULLINS	LPP
395761	1248188	42%	Clark	LPP
395871	1301936	62%	Gruen	LPP
395951	1360314	62%	DURAND	LPP
395795	1370584	52%	PATTERSON	LPP
396014	1378166	52%	Wood	LPP
395952	1412175	62%	CHAVEZ	LPP
396124	1428253	47%	WELLS	LPP
396019	1456110	62%	Davis	LPP
396040	1466360	62%	Dankowski	LPP
396052	1505094	62%	Jenkins	LPP
395845	1516707	62%	Martinez	LPP
396090	1561685	62%	Guest	LPP
396095	1586976	62%	Cotton	LPP
395798	1589871	57%	Avanesyan	LPP
395973	1615309	62%	DEXTER	LPP
396070	1632581	52%	Collins	LPP
395855	1653325	62%	GROOMS	LPP
395817	1653514	42%	COUTURE	LPP
396130	1659553	62%	Andersen	LPP
396005	1707813	62%	Wallace	LPP
396093	1717074	62%	Kline	LPP
395899	1717453	47%	IRELAND	LPP
395820	1748180	42%	DENNEY	LPP
395924	1768686	57%	KASISKA	LPP
396139	1769424	42%	WILLIAMSON	LPP
395811	1776106	47%	Glaser	LPP
395852	1831553	62%	Polyakov	LPP
395838	1860345	62%	Vasquez	LPP
395800	1861974	62%	Marvin	LPP

**Schedule I**

AA Loan Id	Seller Loan Id	Purchase Price Percentage	Borrower Last Name	Purchasing Entity
396119	1862427	62%	Marvin	LPP
396133	1877988	62%	Dye	LPP
395961	1883920	42%	BOLTS	LPP
395897	1960300	62%	Koji	LPP
396035	1960318	52%	Devu	LPP
395825	1960404	47%	Einbinder	LPP
395943	2006467	62%	PHILLIPS	LPP
395841	2253258	62%	DIVALD	LPP
396029	2528794	62%	Gilleland	LPP
396034	2610651	62%	Tapley	LPP
395925	2626504	62%	LANGLEY	LPP
395763	7004086	42%	CUARTAS	LPP
395767	7020144	52%	Makler	LPP
395879	7027740	52%	Tarabocchia	LPP
395945	7091925	62%	BARRETT	LPP



TBWK\_81MM\_2009\_003

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, CSG INVESTMENTS, INC. (the "Assignor") hereby assigns and transfers to LNV CORPORATION (the "Assignee") all right, title and interest of Assignor, solely in regard to the purchase of the Mortgage Loans (as such term is defined in the Agreement, as defined below) listed on Schedule I attached hereto, in, to and under that certain Mortgage Loan Sale Agreement, dated as of May 8, 2009, by and between Assignor and Loan Acquisition Corporation, as purchasers, and Taylor, Bean & Whitaker Mortgage Corp. ("Seller"), as seller (the "Agreement.") Assignor retains all other rights, titles and interests of the Purchaser under the Agreement, including, without limitation, the right to purchase and/or assign to one or more assignees the right to purchase, other Mortgage Loans, other than those listed on Schedule I hereto, pursuant to the Agreement.

Executed as of the 15<sup>th</sup> day of June, 2009.

ASSIGNOR:

CSG INVESTMENTS, INC.

By:

Name:

Title:

*[Signature]*  
D. Andrew Beal  
Director

*[Initials]*

**Schedule I**

Case Number	Case Number	Percentage	Case Name	Case Name
396132	55144	57%	Wallace	LNV
396007	215818	52%	TYLER	LNV
395972	278612	52%	Doss	LNV
395856	498482	57%	NEISER	LNV
395833	518206	52%	GUTIERREZ	LNV
395984	529377	62%	DARE	LNV
395776	546499	47%	Baldwin	LNV
396112	554664	62%	CANADA	LNV
395913	560559	62%	Folta	LNV
396008	560597	62%	WHITE	LNV
395832	564010	62%	Richitelli	LNV
395774	597342	62%	Garcia	LNV
396109	607396	62%	LYONS	LNV
395882	645380	52%	GUNN	LNV
395904	694166	52%	Crews	LNV
396078	699540	62%	HAWKINS	LNV
395962	701965	42%	Garrison	LNV
396084	713467	62%	Bryant	LNV
396127	747609	62%	RICHARDET	LNV
396104	786408	52%	conley	LNV
396061	799544	47%	Dimarco	LNV
395964	805768	42%	McKillip	LNV
395878	887450	62%	VANCE	LNV
396011	1045872	52%	COLQUETT	LNV
395891	1095427	62%	Roberts	LNV
396042	1127611	42%	Kennedy	LNV
396098	1135620	52%	ASHER	LNV
395810	1215975	47%	CASTANEDA	LNV
396103	1235776	47%	Shenderovich	LNV
395968	1298435	42%	Mullaney	LNV
395834	1322883	57%	FLOYD	LNV
396043	1464011	42%	CROLEY	LNV
396051	1482284	57%	Turner	LNV
395935	1503787	47%	INGRAM	LNV
395948	1516359	62%	Centers	LNV
395857	1537512	47%	CAMILO	LNV
395840	1548198	62%	GRIFFIN	LNV
395850	1548751	62%	Rosberg	LNV
396000	1550236	62%	HOOD	LNV
396046	1562943	47%	CLAUSE	LNV
396106	1567001	62%	Ren	LNV
396044	1599743	62%	Strupat	LNV
395979	1601327	57%	Roland	LNV
396033	1618659	47%	ANTOINE	LNV

**Schedule I**

Agency	Assignment ID	Assignment Date	Assignment Title	Assignment Status
395923	1619013	62%	Stimac	LNV
395985	1623316	62%	King	LNV
395976	1623815	47%	CRUM	LNV
395966	1680217	47%	MITCHELL	LNV
396022	1694261	52%	Zheng	LNV
396021	1701003	42%	PROBST	LNV
396152	1723908	42%	Cook	LNV
396085	1738020	47%	Malhoit	LNV
395809	1740422	47%	McClure	LNV
395784	1748135	42%	Harp	LNV
396118	1756880	47%	FERRANTE-GENNARO	LNV
396121	1757870	47%	KIRMAN	LNV
395762	1799602	42%	MORENO	LNV
396050	1806210	52%	GREENE	LNV
396023	1817722	62%	JONES	LNV
395863	1856773	57%	Padgett	LNV
396054	1861520	47%	Robinson	LNV
395768	1911881	47%	Harris	LNV
396004	1915109	42%	Frankhuizen	LNV
395806	1935141	47%	ANDERSON	LNV
395932	1938937	52%	Bland	LNV
395769	1945439	42%	WHITE	LNV
396048	1960223	42%	Henson	LNV
395969	1960226	62%	Meyer	LNV
395912	1960253	42%	Miller	LNV
395772	1960256	52%	Henriquez	LNV
396057	1960360	52%	Romero	LNV
395942	1988168	62%	Shelton	LNV
395858	2008890	57%	Lower	LNV
395794	2033437	47%	FLORES	LNV
395997	2177488	57%	Harris	LNV
395955	2257721	62%	Burgess	LNV
395867	2392956	47%	Christensen	LNV
395819	2405969	42%	FRASER	LNV
395889	2427029	62%	MARQUEZ	LNV
395781	2523876	62%	JENNEMAN	LNV
395905	2531442	42%	TOTH	LNV
395910	2882270	62%	Tyler	LNV
395892	7004371	52%	VAUGHN	LNV
395903	7006049	52%	Locklar	LNV
395960	7020147	52%	Reed	LNV
395861	7029433	47%	GRAHAM	LNV
396094	7050893	62%	Marshall	LNV





**FORM OF ASSIGNMENT AND CONVEYANCE AGREEMENT**

On this 17th day of June, 2009, TAYLOR, BEAN & WHITAKER MORTGAGE CORP. (the "Seller"), as the Seller under (i) that certain Purchase Price and Terms Agreement, dated as of June 10, 2009 (the "PPTA"), and (ii) that certain Flow Mortgage Loan Purchase and Warranties Agreement, dated as of May 8, 2009, by and between the Seller and Loan Acquisition Corporation and CSG Investments, Inc. (the "Purchase Agreement") and collectively with the PPTA, the "Agreements"), does hereby sell, transfer, assign, set over and convey to LPP Mortgage LTD. (the "Purchaser") as the Purchaser under the Agreements without recourse, but subject to the terms of the Agreements, all right, title and interest of, in and to the Mortgage Loans listed on the Mortgage Loan Schedule attached hereto as Exhibit A (the "Mortgage Loans"), together with the Mortgage Files and the related Servicing Rights and all rights and obligations arising under the documents contained therein. Pursuant to Section 6 of the Purchase Agreement, the Seller has delivered to the Purchaser or its designee the documents for each Mortgage Loan to be purchased as set forth in the Purchase Agreement. The ownership of each Mortgage Note, each Mortgage and the contents of each Mortgage File is vested in the Purchaser and the ownership of all records and documents with respect to each Mortgage Loan prepared by or which come into the possession of the Seller shall immediately vest in the Purchaser and shall be retained and maintained, in trust, by the Seller at the will of the Purchaser in a custodial capacity only.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Purchase Agreement.

**SELLER:**

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.

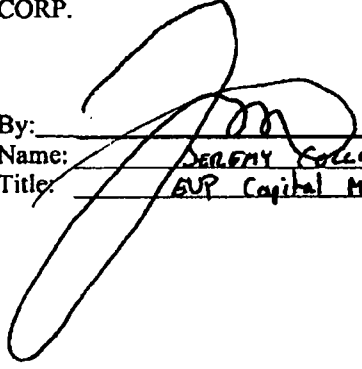
By:   
Name: Jeremy Elliott  
Title: VP Capital Markets

Exhibit A

492296	3956017	Colonial	Larry	Liton	\$ 102,666.00	02/01/04	01/01/34	6	6	360	615.53	615.53	\$ 87,801.93	7/1/2009	\$ 636.18			
551833	396125	Colonial	SAUL	GARCIA	\$ 73,445.35	07/01/04	05/01/34	3.875	4.5	360	345.53	365.59	\$ 66,620.76	7/1/2009	\$ 379.55	07/01/07	2.25	1
554211	396031	Colonial	KAREN	ALLEN	\$ 157,317.08	06/01/04	05/01/34	4.5	4.5	360	775.12	775.88	\$ 138,503.48	7/1/2009	\$ 1,394.86	07/01/07	2.25	1
556940	395786	Colonial	RICHARD	BACON	\$ 118,247.00	06/01/04	05/01/34	4.25	4.375	360	573.11	582.09	\$ 106,074.29	6/1/2009	\$ (39.28)	10/01/07	2.25	1
557222	395836	Colonial	RICARDO	DEVITA	\$ 168,257.00	07/01/04	06/01/34	4.5	4.5	360	853.9	855.91	\$ 154,263.64	6/1/2009	\$ 365.40	10/01/07	2.25	1
553909	396099	Colonial	George	SMITH	\$ 159,251.05	07/01/04	06/01/34	4.125	4.375	360	772.19	793.54	\$ 144,504.83	7/1/2009	\$ 1,689.17	07/01/07	2.25	1
567964	396037	Colonial	JODY	MEYERS	\$ 178,898.00	08/01/04	07/01/34	4.375	4.375	360	893.21	894.94	\$ 163,382.76	7/1/2009	\$ 2,510.38	10/01/07	2.25	1
601893	395921	Colonial	Kevin	Holbert	\$ 243,069.78	09/01/04	08/01/34	4.75	4.75	360	1255.47	1257.16	\$ 221,273.06	7/1/2009	\$ 1,222.74	08/01/07	2.25	1
766627	395812	Colonial	Linda	Eggleston	\$ 92,269.99	06/01/05	05/01/35	6	6	360	553.21	553.21	\$ 87,183.85	7/1/2009	\$ 1,705.49			
772627	395975	Colonial	Meredith	Brown	\$ 201,832.00	06/01/05	05/01/35	4	5	360	963.58	1082.69	\$ 188,837.07	6/1/2009	\$ 4,605.24	07/01/06		1
795473	395843	Colonial	Charles	Wright	\$ 66,949.40	08/01/05	07/01/35	6	6	360	401.4	401.4	\$ 63,427.89	7/1/2009	\$ 1,045.24			
978957	396049	Colonial	JEFFERY	RICHARDSON	\$ 67,933.00	01/01/06	12/01/35	6	6	360	407.29	407.29	\$ 63,064.19	7/1/2009	\$ 578.35			
1206596	395890	Colonial	KORIL	MULLINS	\$ 95,501.00	08/01/06	07/01/36	6.5	6.5	360	603.63	603.63	\$ 91,864.94	7/1/2009	\$ (1,233.30)			
1248188	395761	Colonial	Samuel	Clark	\$ 241,062.00	09/01/06	08/01/36	6.875	6.875	360	1583.61	1583.61	\$ 229,142.79	6/1/2009	\$ 461.81			
1301936	395871	Colonial	Barbara	Gruen	\$ 31,500.00	10/01/06	09/01/36	6.75	6.75	360	204.31	204.31	\$ 30,315.39	7/1/2009	\$ -			
1360314	395951	Colonial	M.	DURAND	\$ 359,900.00	11/01/06	10/01/36	6.375	6.375	360	2245.31	2245.31	\$ 348,306.22	7/1/2009	\$ 3,188.16			
1370584	395795	Colonial	STACY	PATTERSON	\$ 26,000.00	11/01/06	10/01/36	6.5	6.5	180	226.49	226.49	\$ 23,015.87	7/1/2009	\$ -			
1378166	396014	Colonial	Patrick	Wood	\$ 150,000.00	12/01/06	11/01/36	6	6	360	899.33	899.33	\$ 142,123.18	7/1/2009	\$ 1,255.42			
1412175	395952	Colonial	BELTRAN	CHAVEZ JR.	\$ 53,000.00	02/01/07	01/01/37	7.25	7.25	360	361.55	361.55	\$ 51,656.25	7/1/2009	\$ (169.59)			
1428253	396124	Colonial	CRISTI	WELLS	\$ 126,400.00	01/01/07	12/01/36	8	8	360	927.48	927.48	\$ 123,385.30	6/1/2009	\$ 315.38			
1456110	396019	Colonial	Jennifer	Davis	\$ 97,009.75	12/01/06	11/01/36	6.25	6.25	360	566.52	566.52	\$ 89,080.01	7/1/2009	\$ 357.24			2
1466360	396040	Colonial	John	Dankowski	\$ 225,000.00	02/01/07	01/01/37	5	5	360	937.5	937.5	\$ 224,445.35	7/1/2009	\$ -	01/01/10	2.75	
1505094	396052	Colonial	Hannelore	Jenkins	\$ 56,000.00	02/01/07	01/01/37	7	7	360	372.57	372.57	\$ 54,533.48	7/1/2009	\$ 453.90			
1516707	395845	Colonial	Joe	Martinez	\$ 38,000.00	04/01/07	03/01/37	6.75	6.75	360	246.47	246.47	\$ 36,990.28	7/1/2009	\$ -			
1561685	396090	Colonial	Samuel	Guest	\$ 481,000.00	05/01/07	04/01/37	2	3.75	360	1777.87	2054.55	\$ 493,734.58	5/1/2009	\$ -	05/01/07	2.25	999.99999
1586976	396095	Colonial	Jason	Cotton	\$ 112,500.00	04/01/07	03/01/37	8.5	8.5	360	865.03	865.03	\$ 110,479.95	7/1/2009	\$ (1,667.59)	03/01/12	2.75	6
1589871	395798	Colonial	Igor	Avanesyan	\$ 132,000.00	03/01/07	02/01/37	8.5	8.5	360	1014.97	1014.97	\$ 128,466.76	6/1/2009	\$ (4,333.60)	02/01/12	2.75	6
1615309	395973	Colonial	DONALD	DEXTER	\$ 118,050.00	05/01/07	04/01/37	6.375	6.375	360	736.48	736.48	\$ 114,944.27	7/1/2009	\$ -			999.99999
1632581	396070	Colonial	James	Collins	\$ 526,400.00	05/01/07	04/01/37	1	4.875	360	1693.11	1956.6	\$ 555,244.90	7/1/2009	\$ -			
1653325	395855	Colonial	ROBERT	GROOMS	\$ 72,000.00	05/01/07	04/01/37	7.75	7.75	360	515.82	515.82	\$ 70,566.30	7/1/2009	\$ 656.48			
1653514	395817	Colonial	RANDY	COUTURE	\$ 662,400.00	05/01/07	04/01/37	6.625	6.625	360	4241.42	4241.42	\$ 634,793.04	7/1/2009	\$ 474.97			
1659553	396130	Colonial	Jeffrey	Andersen	\$ 47,700.00	06/01/07	05/01/37	8	8	360	350.01	350.01	\$ 46,395.38	7/1/2009	\$ 28.81			
1707813	396005	Colonial	Bobby	Wallace	\$ 25,000.00	06/01/07	05/01/37	6.25	6.25	120	280.7	280.7	\$ 21,163.38	6/1/2009	\$ -			
1717074	396093	Colonial	John	Kline	\$ 980,000.00	07/01/07	06/01/37	6.375	6.375	360	5206.25	5206.25	\$ 980,000.00	7/1/2009	\$ -	06/01/10	2.75	6
1717453	395899	Colonial	ANTHONY	IRELAND	\$ 304,000.00	06/01/07	05/01/37	6.125	6.125	360	1847.14	1847.14	\$ 296,142.52	7/1/2009	\$ (2,493.87)			
1748180	395820	Colonial	DEL	DENNEY	\$ 90,000.00	07/01/07	06/01/37	6.125	6.125	360	542.33	542.33	\$ 77,974.66	7/1/2009	\$ 4,161.23			
1768686	395924	Colonial	PATRICIA	KASISKA	\$ 212,000.00	07/01/07	06/01/37	5.875	5.875	360	1254.06	1254.06	\$ 206,509.75	7/1/2009	\$ 220.65			
1769424	396139	Colonial	ANTOINE	WILLIAMSON	\$ 69,400.00	07/01/07	06/01/37	8	8	360	509.23	509.23	\$ 68,246.72	6/1/2009	\$ (174.27)			
1776106	395811	Colonial	Sheryl	Glaser	\$ 541,000.00	07/01/07	06/01/37	6.875	6.875	360	3099.48	3099.05	\$ 540,924.27	6/1/2009	\$ -			
1831553	395852	Colonial	Sergio	Polyakov	\$ 65,700.00	09/01/07	08/01/37	7.75	7.75	360	470.68	470.68	\$ 64,466.22	6/1/2009	\$ 207.92			
1860345	395838	Colonial	Angela	Vasquez	\$ 79,500.00	08/01/07	07/01/37	7.25	7.25	360	542.33	542.33	\$ 77,974.66	7/1/2009	\$ 354.49			
1861974	395800	Colonial	Craig	Marvin	\$ 64,000.00	09/01/07	08/01/37	7.25	7.25	360	436.59	436.59	\$ 62,655.92	7/1/2009	\$ (395.70)			
1862427	396119	Colonial	Craig	Marvin	\$ 64,000.00	09/01/07	08/01/37	7.25	7.25	360	436.59	436.59	\$ 62,655.92	7/1/2009	\$ (328.70)			
1877988	396133	Colonial	Randy	Dye	\$ 32,000.00	10/01/07	09/01/37	6.5	6.5	180	278.75	278.75	\$ 29,662.12	7/1/2009	\$ 470.02			
1883920	395961	Colonial	TIMOTHY	BOLTS	\$ 489,500.00	09/01/07	08/01/37	6.5	6.5	360	2651.46	2651.46	\$ 489,500.00	9/1/2009	\$ 2,476.49	08/01/12	2.75	6
1960300	395897	Colonial	Lisa	Koji	\$ 60,000.00	08/01/07	07/01/37	7	7	360	399.19	399.19	\$ 58,824.55	6/1/2009	\$ (133.79)			

**Exhibit A**

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## Exhibit A

492196	N	1	Forsyth	600	TBW	NO	52.21	68.08	N	18.01	35.29	7380 Windy Oaks Drive	Gainesville	GA	30506
551833	Y	1	CHRISTIAN	648	TBW	NO	58.06	52.34	N	18.06	32.13	524 Potomac Avenue	OAK GROVE	KY	42262
554111	Y	1	PRINCE GEORGES	718	TBW	NO	166.76	31.58	N	0	0	1006 Folcroft Ln	UPPER MARLBORO	MD	20774
556940	Y	1	JEFFERSON	636	TBW	NO	52.35	48.17	N	0	0	9670 Brentwood Way #3208	WESTMINSTER	CO	80021
557222	Y	1	Norfolk City	674	TBW	NO	146.53	22.99	N	32.84	42.69	82 Vesper St. Apt 2	NORFOLK	ME	23502
563909	Y	1	Houston	738	TBW	NO	169.93	34.37	N	19.73	32.74	11775 La Cienega Blvd	Warner Robins	CA	31088
567964	Y	1	BALTIMORE	819	TBW	NO	175.33	20.83	N	0	0	74 Bensmill Court	REISTERSTOWN	MD	21136
601993	Y	1	Anne Arundel	679	TBW	NO	178.7	38.9	N	0	0	1834 Whites Ferry Place	Crofton	MD	21114
766627	Y	1	Colonial Height	696	TBW	NO	96.98	87.88	N	28.07	30.13	501 Braxton Avenue	Colonial Heights	VA	23834
772627	Y	1	Cobb	559	TBW	NO	116.19	131.52	N	31.6	59.23	801 Piehill Drive Southeast	Smyrna	GA	30080
795473	Y	1	Marion	651	TBW	NO	16.92	89.83	N	18.82	44.77	1251 Nw 114th Court	Ocala	FL	34482
978957	Y	1	Sumter	612	TBW	NO	53.4	91.65	N	28.2	53.22	2415 Bryson Road	Sumter	SC	29150
1206596	Y	1	Jefferson	616	TBW	NO	75	89.02	N	29.19	37.66	98 Country Manor Blvd	Hanover	IN	47243
1248188	Y	1	Hillsborough	576	TBW	NO	167.83	232.32	N	30.52	38.95	3104 Turkey Creek Road	Plant City	FL	33566
1301936	N	1	Madison	805	TBW	NO	125	30	N	19	20.64	7 Lily Ct.	Granite City	IL	62040
1360314	N	1	Horry	785	TBW	NO	534.03	100	N	6.85	52.96	1963 Heidelberg Drive	Myrtle Beach	SC	29577
1370584	N	1	Cook	653	TBW	NO	40.33	33.33	N	13.32	30.01	1781 W Mitchell Street	ADEL	GA	31620
1378166	N	1	Bay	746	TBW	NO	283.46	0	N	2.27	28.35	167 Mill Creek Road	Panama City	GA	32408
1412175	N	1	VALENCIA	677	TBW	NO	48.5	64.58	N	9.78	20.34	1698 Chamisa Ave Se	LOS LUNAS	NM	87031
1428253	N	1	Wood	658	TBW	NO	89.38	89.92	N	0	0	249 N. Hillis Drive	Parkersburg	WV	26104
1456110	Y	1	Madison	740	TBW	NO	0	0	N	0	31.21	104 Coppersmith Cr.	New Market	AL	35761
1466360	Y	1	Douglas	797	TBW	NO	229	50	N	21.8	64.44	839 Klamath Court	Lone Tree	CA	80124
1505094	N	1	Madison	797	TBW	NO	144.92	28.77	N	26.15	38.93	608 Academy	Pocahontas	IL	62275
1516707	N	1	Torrance	694	TBW	NO	45	0	N	7.29	19.51	PO Box 321	Estandia	NM	87016
1561685	Y	1	Rabun	629	TBW	NO	132.13	210.17	Y	14.39	35.76	5560 George Road	Lakemont	GA	30552
1586976	Y	1	MECKLENBURG	651	TBW	NO	125	75	N	13.47	30.88	43180 Business Park Dr	MATTHEWS	CA	28105
1589871	Y	1	King	656	TBW	NO	59.38	0	N	17.91	39.84	3101 222nd Pl Se	Bellevue	WA	98007
1615309	N	1	Iron	718	TBW	NO	113.95	0	N	16.47	33.24	2596 Mizoni Circle	Brian Head	NV	84719
1632581	Y	1	Chesapeake	754	TBW	NO	361.57	294.43	Y	30.56	38.75	603 Osbow Court	Chesapeake	VA	23322
1653325	N	1	Forsyth	669	TBW	NO	200	26	N	0	0	17323 Kennedy Drive	WINSTON-SALEM	FL	27127
1653514	N	1	Clark	757	TBW	NO	349.18	75	N	19.35	24.27	5620 Benevento Ct.	LAS VEGAS	NV	89141
1659553	N	2	Troup	759	TBW	NO	33.23	74.26	Y	0	0	653 Amsterdam Ave Ne	Lagrange	GA	30240
1707813	N	1	Barrow	791	TBW	NO	50	30	N	16.48	44.93	318 Rocks Rd	Winder	GA	30680
1717074	Y	1	Lee	781	TBW	NO	893.29	1198.66	N	0	0	12360 Hammock Creek Way	Fort Myers	FL	33905
1717453	N	1	Bay	782	TBW	NO	467.86	0	N	7.93	29.06	1303 Maine Av	Panama City	FL	32408
1748180	N	1	Marion	649	TBW	NO	182.33	109.25	N	24.76	30.99	8134 Rawlins Avenue	INDIANAPOLIS	IN	46229
1768686	N	1	Larimer	814	TBW	NO	120	0	N	2.44	40.72	511 10th St	ESTES PARK	CO	80517
1769424	N	1	PORTSMOUTH IND	663	TBW	NO	100	107.09	N	27.29	43.99	1905 Summerwalk Dr.	PORTSMOUTH	VA	23704
1776106	N	1	Mendocino	674	TBW	NO	450	111.77	N	30.51	37.14	P.O. Box 556	Albion	CA	95410
1831553	N	2	Philadelphia	715	TBW	NO	75	115.27	N	13.65	28.04	1043 Alpina Road	Philadelphia	PA	19135
1860345	N	1	San Juan	704	TBW	NO	84.34	69.25	N	46.28	58.91	1505 Finch Avenue	Farmington	NM	87401
1861974	N	1	Taney	735	TBW	NO	78.3	0	N	25.45	25.02	6105 Trace Court	Branson	IA	65616
1862427	N	1	Taney	735	TBW	NO	78.3	0	N	25.45	25.02	6105 Trace Court	Branson	IA	65616
1877988	N	1	Rabun	797	TBW	NO	20.83	36.42	N	23.04	24.07	560 John Beck Dockins Road	Rabun Gap	GA	30568
1883920	Y	1	Kern	794	TBW	NO	351.43	69.75	N	36.15	37.12	Marygrace Louise Bolts	Bakersfield	CA	93312
1960300	N	1	Pender	696	TBW	NO	0	284.17	N	0	0	100 Ne Mary Stocum Rd	Watha	NC	28478

## Exhibit A

[illegible]

Exhibit A

1960318	396035	Colonial	Indira	Devi	\$ 594,000.00	08/01/07	07/01/37	1.5	5.5	360	2050.02	2203.77	\$ 620,488.03	6/1/2009	\$ 10,994.88	08/01/07	3.225	999.99999
1960404	395825	Colonial	Arnold	Einbinder	\$ 234,688.00	08/01/07	07/01/37	8.939	8.939	360	1878.07	1878.07	\$ 231,596.61	6/1/2009	\$ 5,010.10			
2006467	395943	Colonial	MATTHEW	PHILLIPS	\$ 27,400.00	11/01/07	10/01/22	6.375	6.375	180	236.8	236.8	\$ 25,480.17	7/1/2009	\$ 363.80			
2253258	395841	Colonial	JOSEPH	DIVALD	\$ 18,900.00	02/01/08	01/01/38	7.125	7.125	360	127.33	127.33	\$ 18,647.16	6/1/2009	\$ 270.61			
2528794	396029	Colonial	Jack	Gilleland	\$ 54,000.00	06/01/08	05/01/23	6.5	6.5	180	470.4	470.4	\$ 49,918.35	7/1/2009	\$ -			
2610651	396034	Colonial	Michael	Tapley	\$ 25,650.00	10/01/08	09/01/18	6.125	6.125	120	286.38	286.38	\$ 24,221.96	7/1/2009	\$ -			
2626504	395925	Colonial	NELLIE	LANGLEY	\$ 79,000.00	07/01/08	06/01/28	5.875	5.875	240	560.3	560.3	\$ 76,979.71	6/1/2009	\$ -			
7004086	395763	Colonial	HERNAN	CUARTAS	\$ 203,000.00	12/01/06	11/01/36	7.5	7.5	360	1268.75	1268.75	\$ 202,936.56	6/1/2009	\$ 3,845.68			
7020144	395767	Colonial	William	Makler	\$ 924,000.00	05/01/07	04/01/37	6.5	6.5	360	5005	5004.97	\$ 923,995.00	7/1/2009	\$ -	04/01/17	2.25	5
7027740	395879	Colonial	Albino	Tarabochia	\$ 859,200.00	09/01/07	08/01/37	6.875	6.875	360	4922.5	4922.5	\$ 859,200.00	7/1/2009	\$ -	08/01/32	2.75	6
7091925	395945	Colonial	GINA	BARRETT	\$ 82,011.00	09/01/08	08/01/38	7	7	360	545.62	545.62	\$ 81,011.20	7/1/2009	\$ 2,543.04			

Exhibit A

1960318	999.99999	8.45	0	Monthly Treasury Average-CMT	2922 Perrington Ct	Marletta	GA	30066	1 - Single Family	N	Refi	0	660000	FEE
1960404			0		2505 Neubauer Cir	Udendhurst	IL	60046	2 - Condo-Low Rise	N	Purch	247040	247040	FEE
2006467			0		127 Clear Lake Drive	Bainbridge	GA	39817	8 - Manufactured Housing	N	Refi	0	58000	FEE
2253258			0		368-370 3RD ST	Pittsalm	PA	15140	5 - 2 Units	N	Purch	21000	26000	FEE
2528794			0		4838 Cagle Mill Road	Luia	GA	30554	8 - Manufactured Housing	Y	Refi	0	130000	FEE
2610651			0		300 School Street	Kanak	IL	62956	1 - Single Family	N	Refi	0	75800	FEE
2626504			0		40822 DORMAN ROAD	GOLD BAR	WA	98251	8 - Manufactured Housing	Y	Refi	0	310000	FEE
7004086			120		17640 NW 76 CT	MIAMI	FL	33015	1 - Single Family	Y	Refi	0	280000	FEE
7020144	2	5	120	1 Year LIBOR	410 Mountain Dr	SANTA BARBARA	CA	93103	1 - Single Family	N	Purch	1155000	1155000	FEE
7027740	2	6	120	6 Month LIBOR	15 Spruce Place	HO HO KUS	IU	7423	1 - Single Family	Y	Refi	0	1074000	FEE
7091925			0		606 AND 608 BRIERLY DRIVE	SHERWOOD	AR	72120	5 - 2 Units	N	Purch	115000	121000	FEE

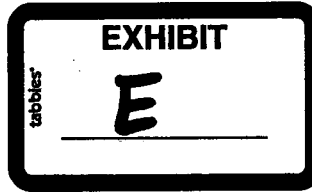
Exhibit A

1960318	Y	1	Cobb	663	TBW	NO	0	470.25	Y	24.53	35	2922	Perrington Court	Marletta	GA	30066
1960404	N	1	Lake	790	TBW	NO	0	226.87	N	13.19	34.02	26730	Long Meadow Cir	Udenhurst	IL	60046
2006467	N	1	DECATUR	711	TBW	NO	8.32	32.84	N	34.94	22.26	127	Clear Lake Drive	Bainbridge	GA	39817
2253258	N	2	Allegheny	660	TBW	NO	150	57.18	N	31.56	42.87	328	Comstock Dr	Pittsalm	PA	15140
2528794	N	1	Hall	718	TBW	NO	88.8	56.16	N	13.79	43.85	PO Box 616	Lula	GA	30554	
2610651	N	1	Pulaski	803	TBW	NO	50	50	N	5.32	23.96	PO Box 438	Karnak	IL	62956	
2626504	N	1	Snohomish	682	TBW	NO	206.17	70.83	N	36.24	39.61	40822	Dorman Road	GOLD BAR	WA	98251
7004086	N	1	MIAMI-DADE	724	TBW	NO	150.93	386.05	Y	0	20	17640	Nw 76 Ct	MIAMI	FL	33015
7020144	Y	1	SANTA BARBARA	720	TBW	NO	0	0	N	30.87	25.03	410	Mountain Dr	SANTA BARBARA	CA	93103
7027740	Y	1	BERGEN	711	TBW	NO	779.25	100	N	36.26	45.43	15	Spruce Place	HO HO KUS	NJ	7423
7091925	N	2	PULASKI	728	TBW	NO	74.54	99.83	N	28.55	46.9	5101	Stratford Road	SHERWOOD	AR	72120



Exhibit A

1960318	000000000000000000000000	First		9.95	3.225	115 Y	999.99999	01/01/09	1	12	N	N	N	N	N	N	5/1/2009
1960404	000000000000000000000000	First									N	N	N	N	N	N	5/1/2009
2006467	000000000000000000000000	First									N	N	N	N	N	N	6/1/2009
2253258	000000000000000000000000	First									N	N	N	N	N	N	5/1/2009
2528794	00000001	First									N	N	N	N	N	N	6/1/2009
2610651	00000000	First									N	N	N	N	N	N	6/1/2009
2626504	0000000000	First									N	N	N	N	N	N	5/1/2009
7004086	000000000000000000000000	First								36	N	N	N	N	N	N	5/1/2009
7020144	000000000000000000000000	First		11.5	2.25		2	04/01/17	12		N	N	N	N	N	N	6/1/2009
7027740	000000000000000000000000	First	\$107,400.00	12.875	2.75		2	08/01/12	6		N	N	N	N	N	N	6/1/2009
7091925	0000000000	First									N	N	N	N	N	N	6/1/2009



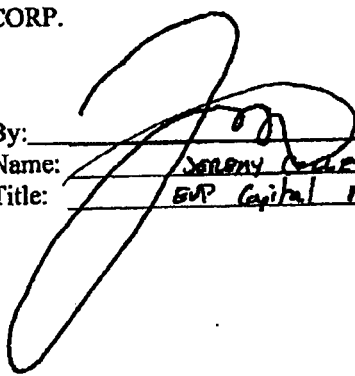
**FORM OF ASSIGNMENT AND CONVEYANCE AGREEMENT**

On this 17th day of June, 2009, TAYLOR, BEAN & WHITAKER MORTGAGE CORP. (the "Seller"), as the Seller under (i) that certain Purchase Price and Terms Agreement, dated as of June 10, 2009 (the "PPTA"), and (ii) that certain Flow Mortgage Loan Purchase and Warranties Agreement, dated as of May 8, 2009, by and between the Seller and Loan Acquisition Corporation and CSG Investments, Inc. (the "Purchase Agreement" and collectively with the PPTA, the "Agreements"), does hereby sell, transfer, assign, set over and convey to LNV Corporation (the "Purchaser") as the Purchaser under the Agreements without recourse, but subject to the terms of the Agreements, all right, title and interest of, in and to the Mortgage Loans listed on the Mortgage Loan Schedule attached hereto as Exhibit A (the "Mortgage Loans"), together with the Mortgage Files and the related Servicing Rights and all rights and obligations arising under the documents contained therein. Pursuant to Section 6 of the Purchase Agreement, the Seller has delivered to the Purchaser or its designee the documents for each Mortgage Loan to be purchased as set forth in the Purchase Agreement. The ownership of each Mortgage Note, each Mortgage and the contents of each Mortgage File is vested in the Purchaser and the ownership of all records and documents with respect to each Mortgage Loan prepared by or which come into the possession of the Seller shall immediately vest in the Purchaser and shall be retained and maintained, in trust, by the Seller at the will of the Purchaser in a custodial capacity only.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Purchase Agreement.

**SELLER:**

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.

By:   
Name: Jeremy C. Clark  
Title: VP Capital Markets

MS

## 1 NV Combination

Exhibit A

551441	0	60 Lee Road	Stockbridge	GA	30281 Single Family Dwelling	N	Purch	116400	125000 FEE	Y	1
215818	0	1178 W ROBINSON LAKE RD	ROSCOMMON	MI	48553 1 - Single Family	N	Ref	0	145000 FEE	Y	1
278612	0	4783 Rosalia Drive	New Orleans	LA	70127 1 - Single Family	N	Ref	0	121000 FEE	Y	1
498482	5	432 OLD CLARTON ROAD	PITTSBURGH	PA	15236 1 - Single Family	N	Ref	0	137000 FEE	Y	1
518206	0	25558 W. CHESTNUT STREET	LACOMB	LA	704518 - Manufactured Housing	N	Purch	55000	55000 FEE	Y	1
529377	5	12497 S. BROUGHAM DRIVE	CLATHE	KS	66062 1 - Single Family	N	Ref	0	20000 FEE	Y	1
546499	5	6042 Meadow Lane	Jacksonville	FL	32277 1 - Single Family	N	Ref	0	76800 FEE	Y	1
554664	0	6958 METROPOLITAN STREET	COLORADO SPRINGS	CO	80911 1 - Single Family	N	Ref	0	134307 FEE	Y	1
560559	5	2304 Brandymill Lane	Jacksonville	NC	28540 1 - Single Family	N	Ref	0	62200 FEE	Y	1
560597	5	11507 GAFFNEY PLACE	CINCINNATI	OH	45740 1 - Single Family	N	Ref	0	90000 FEE	Y	1
564010	0	596 Harbor Crest	Waterloo	SC	29384 8 - Manufactured Housing	Y	Ref	0	160000 FEE	Y	1
597342	0	459 JAMBERT HILLS BOULEVARD	CIMARRON	NM	87714 8 - Manufactured Housing	N	Purch	155000	155000 FEE	Y	1
607396	0	2 ROUTE BOX 206-D	Ludowid	GA	31316 8 - Manufactured Housing	N	Purch	59175.56	61000 FEE	Y	1
643380	0	59050 IDA ROAD	MONROSE	CO	81401 1 - Single Family	N	Ref	0	210000 FEE	N	1
694106	0	555 WOLF CREEK ROAD	PELL CITY	AL	35128 1 - Single Family	N	Purch	135000	136000 FEE	Y	1
699540	0	5506 Merigold Court	Arlington	TX	76017 1 - Single Family	N	Ref	0	165000 FEE	N	1
701965	0	901 S. Walker Street	Quilman	GA	31543 1 - Single Family	N	Ref	0	73000 FEE	N	1
713467	0	1393 POST AVENUE	ALAMOGORDO	NM	88310 8 - Manufactured Housing	N	Purch	108014	110500 FEE	Y	1
747609	0	9777 HistoryLand HWY	PERRYVILLE	VA	22572 8 - Manufactured Housing	N	Ref	0	105000 FEE	N	1
765408	0	315 Summer Street	Warsaw	ME	4963 8 - Manufactured Housing	N	Purch	145743.22	128500 FEE	Y	1
799544	0	7512 McLemore Lane	Oakland	TX	79108 8 - Manufactured Housing	N	Purch	115550	139000 FEE	Y	1
805768	0	6425 OLD WEBB ROAD	Amarillo	AL	36376 1 - Single Family	N	Ref	0	160000 FEE	N	1
887450	0	135 QUAIL RUN DR	Webb	GA	30606 1 - Single Family	N	Purch	85977	108000 FEE	N	1
1045872	120	266 Buddy Drive	Harrisburg	PA	17112 4 - PUD	N	Purch	151700	152000 FEE	N	1
1095427	0	82 Sheppard Ave	Braintree	MA	2184 1 - Single Family	Y	Ref	0	408000 FEE	N	1
1127611	0	3915 CHEROKEE WOODS WAY UNIT 205	Knottville	TN	37920 2 - Condo-Low Rise	N	Purch	159900	160000 FEE	N	1
1135620	0	188 S. LOGAN ST APT unit 107	Denver	CO	80209 2 - Condo-Low Rise	N	Purch	141000	142000 FEE	N	1
1215975	0	1087 Miller Lane #202	Buffalo Grove	IL	60089 2 - Condo-Low Rise	N	Purch	154000	154000 FEE	N	1
1235776	120	71 Woodmont Road	NORTHAMPTON	MA	1060 1 - Single Family	N	Ref	0	210000 FEE	N	1
1298435	0	3001 C GREYSTON PT	GREENSBORO	NC	27410 2 - Condo-Low Rise	N	Ref	0	102000 FEE	N	1
1464011	0	9819 VIKING PLACE DRIVE	SEMMES	AL	36575 8 - Manufactured Housing	Y	Purch	137500	154000 FEE	N	1
1482284	0	3000 Harpert Road	Metter	GA	40380 1 - Single Family	N	Purch	86000	87000 FEE	Y	1
1503787	0	802-H SPRULL CT	GREENSBORO	NC	27409 2 - Condo-Low Rise	N	Purch	105000	115000 FEE	N	1
1516359	0	3395 Cat Creek Rd.	Stanton	KY	40380 1 - Single Family	N	Purch	57500	67000 FEE	N	1
1537512	0	2233 JACKSON AVENUE	OGDEN	UT	84401 1 - Single Family	N	Purch	132500	132500 FEE	Y	1
1548198	0	4938 Sawdust Road	Wilson	NC	27893 1 - Single Family	N	Purch	306000	335000 FEE	Y	1
1548751	6	3707 W Angus Dr	South Jordan	UT	84095 1 - Single Family	Y	Ref	0	305000 FEE	N	1
1550236	0	2168 OREGON ROAD	SALVISA	KY	40372 1 - Single Family	Y	Ref	0	183000 FEE	N	1
1562943	0	1192 HARBOR COURT	Glendale Heights	IL	60139 2 - Condo-Low Rise	Y	Purch	596380	600000 FEE	N	1
1567001	0	928 Race Street #8D	Philadelphia	PA	19107 3 - Condo-High Rise	N	Purch	214900	214900 FEE	N	1
1599743	0	5013 SAINT NELS DRIVE	Murfreesboro	TN	37128 4 - PUD	N	Purch	0	247000 FEE	N	1
1601327	0	188 Yellow Bluff Rd	Dahonaga	GA	30533 1 - Single Family	N	Ref	0	270000 FEE	Y	1
1618659	8.95	501 OVERLOOK DRIVE	BECKLEY	WV	25801 1 - Single Family	N	Purch	142000	148000 FEE	N	1
1619013	120	2279 Lavender Drive	Marietta	GA	30066 1 - Single Family	N	Ref	0	312000 FEE	N	1
1623316	0	30 Juniper Road #39	North Attleboro	MA	2760 2 - Condo-Low Rise	Y	Ref	0	315000 FEE	Y	1
1623815	6	4052 WINDSOR HEIGHTS PLACE	WHITE PLAINS	MD	20695 4 - PUD	Y	Ref	0	126027 FEE	Y	1
1680217	0	11157 DEDE DRIVE	Guilford	MS	39503 1 - Single Family	Y	Ref	65000	65000 FEE	N	1
1694261	0	2552 South Reese Street	Philadelphia	PA	19148 1 - Single Family	N	Purch	0	565000 FEE	Y	1
1701003	6	407 QUEENS COURT	Stevensville	MD	21666 1 - Single Family	N	Ref	0	565000 FEE	Y	1

MLS

[illegible]

## Exhibit A

[illegible]

Exhibit A

1723908	395152	Colonial	Jeff	Cook	\$ 844,000.00	07/01/07	06/01/37	7.375	360	5187.08	5187.08	\$ 844,000.00	6/1/2009	\$ 4,027.40	06/01/12	2.75	6	2
1738020	395605	Colonial	Brian	Mallott	\$ 648,000.00	07/01/07	06/01/37	6.75	360	4202.92	4202.92	\$ 634,972.88	5/1/2009	\$ (2.05)				
1740420	395809	Colonial	Jerry	McCure	\$ 183,133.30	06/01/07	05/01/37	6.75	360	1187.73	1295.31	\$ 195,499.84	5/1/2009	\$ 1,548.70				
1748135	395784	Colonial	Wendall	Harp	\$ 756,000.00	07/01/07	06/01/37	7.25	360	5157.25	5157.25	\$ 741,494.99	6/1/2009	\$ 6,343.58				
1756880	395618	Colonial	MARTHA	FERRANTE-GENNARO	\$ 156,000.00	07/01/07	06/01/37	2	4875	576.61	666.35	\$ 162,689.80	7/1/2009	\$ 4,145.53	07/01/07	3.375	999,99999	999,99999
1757870	395121	Colonial	ZIYA	KIRMAN	\$ 409,000.00	07/01/07	06/01/37	6.75	360	2300.63	2300.63	\$ 409,000.00	6/1/2009	\$ -	06/01/10	2.75	6	2
1799600	395762	Colonial	CANDI	MORENO	\$ 548,000.00	09/01/07	08/01/37	7.25	360	3738.33	3738.33	\$ 537,973.71	7/1/2009	\$ 1,431.30				
1806210	395650	Colonial	CLIFFORD	GREENE	\$ 95,950.00	08/01/07	07/01/37	7.375	360	1022.2	1022.2	\$ 145,483.88	5/1/2009	\$ (27.29)				
1817722	3956023	Colonial	KEVIN	JONES	\$ 95,950.00	08/01/07	07/01/37	8.25	360	720.84	720.84	\$ 94,502.21	6/1/2009	\$ 986.88				
1856773	395863	Colonial	Scott	Padgett	\$ 144,000.00	09/01/07	08/01/37	1	5.25	463.16	497.9	\$ 147,975.92	6/1/2009	\$ -	09/01/07	3.625	999,99999	999,99999
1851520	395654	Colonial	Elbert	Robinson	\$ 97,800.00	09/01/07	08/01/37	7.625	180	866.87	866.87	\$ 86,908.17	5/1/2009	\$ -				
1911081	395768	Colonial	Andrew	Hards	\$ 61,600.00	10/01/07	09/01/37	9.125	360	501.2	501.2	\$ 60,894.74	6/1/2009	\$ 247.08				
1915109	395804	Colonial	ROCHELLE	Frankhuizen	\$ 520,000.00	09/01/07	08/01/37	6.75	360	2880	2878.49	\$ 511,731.96	5/1/2009	\$ 324.87	08/01/12	2.75	6	2
1935141	395806	Colonial	Andrew	ANDERSON	\$ 512,000.00	10/01/07	09/01/37	7.5	360	4333.75	4333.75	\$ 693,400.00	5/1/2009	\$ (1,290.45)				
1938937	395932	Colonial	JENNIFER	WHITE	\$ 693,400.00	10/01/07	09/01/37	7	7	3368.75	3359.92	\$ 575,988.87	4/1/2009	\$ (4,632.93)	09/01/12	2.75	6	2
1945439	395769	Colonial	Shannon	Henson	\$ 577,500.00	04/01/07	03/01/37	9.125	360	1021.11	1021.11	\$ 123,748.82	5/1/2009	\$ 442.71				
1960223	396048	Colonial	Richard	Meyer	\$ 124,500.00	06/01/07	05/01/37	9.5	360	1046.87	1046.87	\$ 122,888.78	6/1/2009	\$ -				
1960226	395969	Colonial	Charlotte	Miller	\$ 70,400.00	04/01/07	03/01/37	8.975	360	565.19	565.19	\$ 69,347.67	5/1/2009	\$ (598.45)				
1960253	395772	Colonial	Daniel	Hernandez	\$ 88,000.00	04/01/07	03/01/37	7.375	360	607.8	607.8	\$ 86,118.34	6/1/2009	\$ 3,395.84				
1960360	396057	Colonial	Rose	Romero	\$ 133,000.00	08/01/07	07/01/37	9.5	360	1118.34	1118.34	\$ 131,434.48	6/1/2009	\$ 1,492.34				
1988168	395942	Colonial	Timothy	Shelton	\$ 40,700.00	11/01/07	10/01/27	7.125	240	318.61	318.61	\$ 39,412.35	3/1/2009	\$ 205.20				
2008890	395858	Colonial	Lyle	Lower	\$ 269,900.00	11/01/07	10/01/27	7.25	240	1841.19	1841.19	\$ 266,142.41	6/1/2009	\$ 593.02				
2039437	395794	Colonial	SAMUEL	FLORES	\$ 90,000.00	01/01/08	12/01/27	6.625	240	677.66	677.66	\$ 86,188.23	7/1/2009	\$ 1,833.22				
2177488	395997	Colonial	Brent	Harris	\$ 72,000.00	03/01/07	02/01/37	7.25	360	435	434.88	\$ 71,980.16	7/1/2009	\$ 558.54	02/01/12	3.5	6	2
2257721	395955	Colonial	James	Burgess	\$ 215,000.00	04/01/08	03/01/28	6.875	360	1412.4	1412.4	\$ 211,947.93	7/1/2009	\$ 3,941.16				
2392956	395967	Colonial	Ray	Christensen	\$ 158,611.00	07/01/08	06/01/28	5.875	360	938.24	938.24	\$ 156,306.50	7/1/2009	\$ 876.92				
2405969	395819	Colonial	DEBORAH	FRASER	\$ 235,175.00	09/01/08	08/01/23	5	5	1859.75	1859.75	\$ 226,205.65	7/1/2009	\$ 1,711.43				
2427029	395889	Colonial	FRANCISCO	MARQUEZ	\$ 79,068.00	05/01/08	04/01/23	6.125	180	672.57	672.57	\$ 75,461.95	6/1/2009	\$ (199.95)				
2523976	395781	Colonial	MICHAEL	JENNEMAN	\$ 97,962.00	07/01/08	06/01/28	6.5	360	619.19	619.19	\$ 96,772.53	8/1/2009	\$ 1,541.38				
2531442	395905	Colonial	VIRGINIA	TOTH	\$ 95,400.00	05/01/08	04/01/28	6.5	360	634.7	634.7	\$ 94,237.28	5/1/2009	\$ 767.52				
2882270	395910	Colonial	John	Tyler	\$ 320,000.00	11/01/08	10/01/28	6.75	360	2075.51	2075.51	\$ 316,930.89	8/1/2009	\$ 6,114.66	02/01/12	2.75	6	2
7004371	395892	Colonial	DONNA	VAUGHN	\$ 120,000.00	03/01/07	02/01/37	7.875	360	787.5	786.83	\$ 119,897.42	7/1/2009	\$ 1,246.73	07/01/08	2.25	1	1
7008049	395903	Colonial	Justin	Lockar	\$ 116,928.00	03/01/07	02/01/37	6	5	701.04	629.94	\$ 113,134.46	7/1/2009	\$ 48.49	04/01/12	2.25	5	2
7070147	395960	Colonial	Christina	Reed	\$ 719,200.00	05/01/07	04/01/37	6.5	360	3895.67	3892.68	\$ 738,648.22	2/1/2009	\$ (15,195.17)	04/01/12	2.25	6	2
7079433	395861	Colonial	JASON	GRAHAM	\$ 226,800.00	09/01/07	08/01/23	7.5	7.5	1585.82	1585.82	\$ 223,226.02	5/1/2009	\$ 618.58	08/01/12	2.75	6	2
7050893	396094	Colonial	Jerry	Marshall	\$ 56,890.00	02/01/08	01/01/23	6.125	180	483.92	483.92	\$ 53,461.92	7/1/2009	\$ 852.39				

Exhibit A

1723908	6	120	6 Month LIBOR	1922 63rd Street Northeast	Tacoma	WA	98422	1 - Single Family	Y	Ref	0	1055000	FEE	Y	1
1738020	0	0	0	179 Flanders Rd	Stonington	CT	6378	1 - Single Family	N	Purch	810000	FEE	N	1	
1740422	0	0	0	4667 OAKVIEW DRIVE	TRINITY	NC	27370	1 - Single Family	N	Purch	186000	FEE	N	1	
1748135	0	0	0	35 Judd Hill Road	Bethany	CT	6524	1 - Single Family	Y	Ref	0	945000	FEE	N	1
1756880	8.95	0	0	11705 CARROLLWOOD COVE DR.	DARIEN	FL	33624	4 - PUD	Y	Ref	0	299000	FEE	Y	1
1757870	6	120	6 Month LIBOR	7513 COUNTRY LANE	DARIEN	IL	60561	6 - Multi Family 3-4 Units	N	Ref	0	590000	FEE	Y	4
1799602	0	0	0	5922 W. Clinton Ave.	Vesalia	CA	93291	1 - Single Family	Y	Ref	0	685000	FEE	N	1
1806210	0	0	0	558 STAG DRIVE	JULIETTE	GA	31046	1 - Single Family	Y	Ref	0	185000	FEE	N	1
1817722	0	0	0	2623 ABERDEEN AVE	ABERDEEN	WA	98520	1 - Single Family	N	Purch	101000	FEE	N	1	
1856773	8.95	0	0	5824 Lou Street	Columbus	OH	43231	1 - Single Family	N	Purch	0	180000	FEE	Y	1
1861520	0	0	0	3717 GA HWY 17 N	Guyton	GA	31322	1 - Single Family	N	Ref	0	117000	FEE	N	1
1911881	0	0	0	1505 E. 77th Terr.	KANSAS CITY	MO	64131	1 - Single Family	N	Ref	0	77000	FEE	N	1
1915109	6	120	6 Month LIBOR	9995 VILLAGE CENTER DRIVE	GRANITE BAY	CA	95746	1 - Single Family	Y	Ref	0	650000	FEE	N	1
1935141	0	0	0	1812 GUILFORD CIRCLE	THOUSAND OAKS	CA	91360	1 - Single Family	N	Purch	640000	FEE	N	1	
1938937	0	0	0	19902 Timber Ridge Drive	Magnolia	TX	77355	4 - PUD	N	Purch	729900	FEE	N	1	
1945439	6	120	6 Month LIBOR	32 SADDLEBACK TRL	Payson	AZ	85541	1 - Single Family	Y	Ref	0	825000	FEE	Y	1
1960223	0	0	0	220 Clearwater Avenue	Imman	SC	29349	1 - Single Family	N	Ref	0	127500	FEE	N	1
1960226	0	0	0	1721 Clement St	Crest Hill	IL	60403	1 - Single Family	N	Ref	0	166000	FEE	N	1
1960253	0	0	0	1415 Shamrock Dr	Charlotte	NC	28205	5 - 2 Units	N	Purch	70400	88000	FEE	N	2
1960256	0	0	0	4928 Schaub Avenue	Baltimore	MD	21206	12 - Attached	N	Purch	110000	FEE	N	1	
1960360	0	0	0	2917 Silta Ln	Rockford	IL	61101	6 - Multi Family 3-4 Units	N	Purch	140000	FEE	N	4	
1988168	0	0	0	530 Glenn Gap Road	Gadsden	AL	35904	8 - Manufactured Housing	Y	Ref	0	68000	FEE	N	1
2008890	0	0	0	7033 WEST SAW TIMBER WAY	WEST JORDAN	UT	84084	1 - Single Family	N	Ref	0	429000	FEE	N	1
2033437	0	0	0	3000 EAST POWERLINE ROAD	Nampa	ID	83887	8 - Manufactured Housing	Y	Ref	0	215000	FEE	N	1
2177488	6	120	6 Month LIBOR	639 East 21st Street	OGDEN	UT	84401	2 - Multi Family	N	Purch	90000	97000	FEE	Y	2
2257721	0	0	0	45046 Smiths Nursery Road	Hollywood	MD	20636	1 - Single Family	Y	Ref	0	400000	FEE	N	1
2392956	0	0	0	424 North 400 East	Spring City	UT	84662	8 - Manufactured Housing	N	Ref	0	190000	FEE	Y	1
2405969	0	0	0	3620 Monroe Avenue NE	Salem	OR	97301	8 - Manufactured Housing	N	Purch	250401	260000	FEE	Y	1
2427029	0	0	0	40 COUNTY ROAD 3957	FARMINGTON	NM	87401	8 - Manufactured Housing	N	Purch	82000	92000	FEE	Y	1
2523876	0	0	0	13111 Turkey Feather Drive	San Antonio	TX	78233	1 - Single Family	N	Purch	99500	99500	FEE	Y	1
2531442	0	0	0	1334 SOUTH MICHIGAN AVENUE	CLEARWATER	FL	33756	1 - Single Family	N	Purch	106000	112000	FEE	N	1
2882270	0	0	0	4511 Schenley Road	Baltimore	MD	21210	1 - Single Family	Y	Ref	0	400000	FEE	N	1
7004371	6	120	6 Month LIBOR	194 EDGE AVENUE	VALPARAISO	FL	32580	1 - Single Family	N	Purch	150000	150000	FEE	Y	1
7006049	5	0	1 Year Treasury	6300 SOUTH COUNTY ROAD 1200	MIDLAND	TX	79706	8 - Manufactured Housing	N	Purch	115200	121500	FEE	Y	1
7020147	5	120	1 Year LIBOR	9717 Old Dell Trace	RICHMOND	VA	23238	1 - Single Family	N	Purch	899000	899000	FEE	Y	1
7029433	6	0	6 Month LIBOR	1110 RIVER PARK CIRCLE WEST	MUKWONAGO	WI	53149	1 - Single Family	Y	Ref	0	252000	FEE	Y	1
7050893	0	0	0	2304 Raintree Dr	ANDERSON	IN	46011	1 - Single Family	Y	Ref	0	59000	FEE	Y	1



Exhibit A

173908 Pierce	667 TBW	NO	861.91	156.42 N	27	38.88	Marcia E Malhot	1972 63rd Street Northeast	Tecoma	WA	98421	000001000000000000000000	First
174020 New London	676 TBW	NO	457.58	80 N	35.11	40.59		179 Flinders Rd	Stonington	CT	6378	0111000112100121	First
174042 Randolph	535 TBW	NO	105	116.43 N	27.18	41.35		4667 Oakview Drive	TRINITY	NC	27370	11233444431	First
1748135 New Haven	640 TBW	NO	1166.32	226.67 N	7.98	40.98		300 Whalley Ave	Bethany	CT	6524	000001010000000000000000	First
1756880 Hillsborough	634 TBW	NO	265.54	128.04 Y	36.79	37.02		117633 Carrollwood Cove Dr.	Tempe	FL	33624	000000011001231211001000	First
1757870 DuPage	644 TBW	NO	584	73 N	29.13	47.57		2202 Oak Sand Dr	Darien	TX	69561	000000000000000000000000	First
1759602 Tulare	624 TBW	NO	287.79	76.25 N	34.15	43.34	Cesar Moreno	5922 W. Clinton Ave.	Visalia	CA	93291	000000000000000000000000	First
1806210 Monroe	667 TBW	NO	100	65 N	19.32	42.36		558 Stag Drive	JULIETTE	GA	31046	111210000000000000000000	First
1817722 Gray Harbor	667 TBW	NO	80.24	117.75 N	34.87	66.16		511 W Marion St	ABERDEEN	WA	98520	000000000000000000000000	First
1856773 Franklin	672 TBW	NO	285.73	30 Y	32.81	34.48		5824 Lou Street	Columbus	OH	43231	0010000	First
1911881 JACKSON	692 TBW	NO	67.31	30 N	9.79	15.28		9630 Hwy 17 North Po Box 266	Guyton	GA	31312	01011000101010000000	First
1915109 Placer	749 TBW	NO	349.24	83.76 N	31.38	36.91		11436 Canterbury Circle	KANSAS CITY	KS	64131	111110000000000000000000	First
1935141 Ventura	757 TBW	NO	1293.75	649.49 N	38.44	48.84		9995 Village Center Drive	GRANITE BAY	CA	95748	011100000000000000000000	First
1945439 Gila	664 TBW	NO	210	100 N	27	38.13		1812 Guilford Circle	THOUSAND OAKS	CA	91360	111100000000000000000000	First
1960223 Spartanburg	671 TBW	NO	0	100.4 N	17.13	39.35		19902 Timber Ridge Drive	Magnolia	TX	77355	00000112231000000000	First
1960226 Will	653 TBW	NO	0	85.91 N	0.08	42.41		HC 4 Box 4A	Payson	AZ	85541	110000000000000000000000	First
1960253 Medtlenburg	702 TBW	NO	0	78.61 N	0	88.09		220 Clearwater Avenue	Imman	SC	29349	11110121211101111	First
1960256 Baltimore city	662 TBW	NO	0	0 N	0	81.46		6815 Lakeland Dr	Crest Hill	IL	60403	000000000000000000000000	First
1960360 Winnebago	713 TBW	NO	0	144.08 N	13.9	46.9		716 North Kenwood Avenue	Baltimore	MD	21206	000000000000000000000000	First
198168 Etowah	596 TBW	NO	34	40 N	10.43	13.54	Susan F Shelton	1509 Ferncliff Blvd	Rockford	IL	61103	000001000000000000000000	First
2008890 Salt Lake	725 TBW	NO	120	60 N	25.64	45.91	SHAUNA K. LOWER	530 Glenn Gap Road	Gadsden	AL	35904	101110000000000000000000	First
2039437 Canyon	636 TBW	NO	100	35 N	45.15	45.15		11623 Golden Wheat Cove	WEST JORDAN	UT	84084	111110011000000000000000	First
2177488 WEBER	730 TBW	NO	0	0 N	10.58	40.9	Kathy Harris	3000 East Powerline Road	Nampa	ID	83687	000000000000000000000000	First
2257721 St. Mary's	570 TBW	NO	260	85 N	41.53	47.93		5209 S Ridgeline Dr	OGDEN	UT	84401	000000000000000000000000	First
2392956 Sarpette	642 TBW	NO	75	123.46 N	19.66	34.47	Marilyn H Christensen	45046 Smiths Nursery Road	Hollywood	MD	20636	000001111111112	First
2405969 Marlon	678 TBW	NO	175	155.83 N	23.96	24.93	Gary L Frasier	PO Box 477	Spring City	UT	84662	000000000000000000000000	First
2427029 SAN JUAN	677 TBW	NO	33.33	72.76 N	12.46	52.34		3620 Monroe Avenue Ne	Salem	OR	97301	000000000000000000000000	First
2523876 Bezer	593 TBW	NO	220	103.37 N	13.58	30.21		PO Box 936	FARMINGTON	NM	87401	000000000000000000000000	First
2531442 Pinellas	630 TBW	NO	174.11	158.6 N	42.53	64		13111 Turkey Feather Drive	San Antonio	TX	78233	000000000000000000000000	First
2882270 Baltimore city	758 TBW	NO	250	60 N	5.72	42.69		1334 South Michigan Avenue	CLEARWATER	FL	33756	000121101000	First
7004371 OKALOOSA	735 TBW	NO	145.74	84.92 N	28.47	30.4		720 Humbert School house Rd	Baltimore	MD	21210	000000000000000000000000	First
7006049 MIDLAND	583 TBW	NO	162	169.24 N	17.45	47.44	Stacy J. Locklar	152 Monahan Drive	VALPARAISO	FL	37580	000000000000000000000000	First
7020147 CHESTERFIELD	720 TBW	NO	0	0 N	31.47	33.22		6300 South County Road 1200	MIDLAND	TX	79706	000000000000000000000000	First
7029433 WAUKESHA	624 TBW	NO	0	117.18 N	38.872	74.72		9717 Old Dell Trace	RICHMOND	VA	23238	012344444000000000000000	First
7050893 MADISON	665 TBW	NO	37.26	57.03 N	13.3	25.79	Gloria L Marshall	1110 River Park Circle West	MUKWONAGO	WI	53149	020000000000000000000000	First
								7304 Raintree Dr	ANDERSON	IN	46011	000000000000000000000000	First

1723908	\$105,000.00	13.375	2.75		2	06/01/12	6		N	N	N	N	5/1/2009
1738020									N	N	N	N	4/1/2009
1740422									N	N	N	N	10/1/2008
1748135									N	N	N	N	5/1/2009
1756880									N	N	N	N	6/1/2009
1757870	\$117,745.00	10.95	3.375	110 Y	999.99999	06/01/09	1	12	N	N	N	N	5/1/2009
1757870	\$117,745.00	12.75	2.75		2	06/01/10	6		N	N	N	N	6/1/2009
1799602									N	N	N	N	4/1/2009
1805210	\$25,850.00								N	N	N	N	5/1/2009
1817722									N	N	N	N	5/1/2009
1856773	\$17,000.00	9.95	3.625	110 Y	999.99999	06/01/09	1	36	N	N	N	N	4/1/2009
1911081									N	N	N	N	5/1/2009
1915109	\$61,000.00	12.875	2.75		2	08/01/12	6		N	N	N	N	4/1/2009
1935141	\$95,500.00								N	N	N	N	4/1/2009
1938937									N	N	N	N	3/1/2009
1945439		13	2.75		2	09/01/12	6		N	N	N	N	4/1/2009
1960223									N	N	N	N	5/1/2009
1960226									N	N	N	N	5/1/2009
1960253									N	N	N	N	5/1/2009
1960256									N	N	N	N	5/1/2009
1960360									N	N	N	N	5/1/2009
1988168									N	N	N	N	2/1/2009
2008890									N	N	N	N	5/1/2009
2039437		13.25	3.5		2	02/03/12	6		N	N	N	N	6/1/2009
2177488									N	N	N	N	6/1/2009
2257721									N	N	N	N	6/1/2009
2382956									N	N	N	N	5/1/2009
2405969									N	N	N	N	5/1/2009
2427029									N	N	N	N	7/1/2009
2523876									N	N	N	N	4/1/2009
2531442									N	N	N	N	7/1/2009
2882270									N	N	N	N	6/1/2009
7004371		13.875	2.75		2	02/03/12	6		N	N	N	N	6/1/2009
709649		11	2.25		1	07/01/09	12		N	N	N	N	1/1/2009
7030147		6.5	2.25		2	04/03/17	12		N	N	N	N	4/1/2009
7029433		13.5	2.75		2	08/01/12	6		N	N	N	N	6/1/2009
7050883									N	N	N	N	