

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION		PROOF OF CLAIM	
In re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name of Creditor and Address: <small>the person or other entity to whom the debtor owes money or property. If necessary, please cross out pre-printed address and write in change of address.</small>			
MountainView Capital Mortgage Trust 999 18th Street, Suite 1001 Denver, CO 80202 Attn: Susan E. Bow, Esq.			
Creditor Telephone Number ()		<input type="checkbox"/> Check box if address is where Notice is to be sent.	
Name and address where payment should be sent (if different from above): Same as above		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case. <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): Filed on:	
Payment Telephone Number ()		THIS SPACE IS FOR COURT USE ONLY	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 6,288.97			
<small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.</small>			
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
2. BASIS FOR CLAIM: Borrower funds held in trust		3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: N/A	
<small>(See instructions #2 and #3a on reverse side.)</small>		CLAIM FILED	
4. SECURED CLAIM <small>(See instruction #4 on reverse side.)</small>		<small>DO NOT include the priority portion of your claim here.</small>	
Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Property: \$ Annual Interest Rate: % if any:		Secured Claim Amount: \$ JACKSONVILLE, FLORIDA Unsecured Claim Amount: \$ Amount of arrearage and other charges as of time case filed included in secured claim: Basis for Perfection:	
5. PRIORITY CLAIM		Include <u>ONLY</u> the priority portion of your unsecured claim here.	
<input type="checkbox"/> Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		Unsecured Priority Claim Amount: \$ <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) (). * 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.	
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. SUPPORTING DOCUMENTS: <u>Attach redacted copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain. DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice).		THIS SPACE FOR COURT USE ONLY	
By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020		By Hand, Courier, Or Overnight Delivery to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing 18750 Lake Drive East Chanhassen, MN 55317	
DATE 6/4/10		SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Susan E. Bow Scanned: 6/7/2010-1:23:08 PM	

Continuation Sheet**Proof of Claim****In Re: Taylor, Bean & Whitaker Mortgage Corp.****Case No.: 3:09-bk-07047-JAF****Creditor: MountainView Capital Mortgage Trust – Transaction #5017L****Summary of Claim**

This proof of claim relates to principal and interest payments made by borrowers related to certain mortgage loans (the "Mortgage Loans") purchased by MountainView Capital Mortgage Trust ("MountainView") on or about June 30, 2009. A copy of the Mortgage Loan Purchase and Sale Agreement (the "Purchase Agreement") dated June 29, 2009 between MountainView and Taylor, Bean & Whitaker Mortgage Corp. ("TBW") is attached as Exhibit A and a copy of the Assignment & Conveyance dated June 30, 2009 that memorializes the transfer of the Mortgage Loans is attached as Exhibit B.

Pursuant to the Purchase Agreement, TBW had the obligation to service the mortgage loans and collect payments until August 1, 2009, that was the Servicing Transfer Date. Accordingly, borrowers made their mortgage payments to TBW prior to the Servicing Transfer Date but thereafter, TBW failed to remit those payments to MountainView for proper credit to the borrower's loan accounts. Based on remittance records provided by TBW to MountainView, TBW collected from the borrowers but failed to transfer to MountainView the following principal, interest and curtailment (early principal) payments:

Loan ID	Interest Amount	Principal Amount	Curtailment Amount
7003737	\$1,845.02	\$-891.89	\$0.00
7006162	3,964.60	-1,797.93	0.00
7006162	0.00	0.00	1,692.04
335501	353.24	57.20	0.00
2506155	414.95	52.19	0.00
1125586	478.70	120.85	0.00
Total	\$7,056.51	\$-2,459.58	\$1,692.04

Interest	\$7,056.51
Principle	-2,459.58
Curtailment	<u>1,692.04</u>
Total Remittance	\$6,288.97

MountainView is seeking the foregoing principal, interest and curtailment payments in order that MountainView may properly credit these payments to the respective borrower accounts.

* All borrower identifiers (name, social security number, address) have been redacted from Exhibits.

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Proof of Claim

In Re: Taylor, Bean & Whitaker Mortgage Corp.

Case No.: 3:09-bk-07047-JAF

Creditor: MountainView Capital Mortgage Trust

In support of this claim, MountainView submits the following documents:

Exhibit A - Mortgage Loan Purchase and Sale Agreement dated June 29, 2009

Exhibit B – Assignment & Conveyance dated June 30, 2009

Exhibit C – Final Remittance Report prepared by TBW setting forth payments from borrowers and received by TBW that TBW did not subsequently remit to MountainView.

**Exhibit A - Mortgage Loan Purchase and Sale Agreement
dated June 29, 2009**

MORTGAGE LOAN PURCHASE AND SALE AGREEMENT

This MORTGAGE LOAN PURCHASE AND SALE AGREEMENT dated as of this 29th day of June, 2009 (the "Agreement") is made by and between MountainView Capital Mortgage Trust ("Purchaser") and Taylor, Bean & Whitaker Mortgage Corp. ("Seller") for mutual considerations set forth herein. Purchaser and Seller are hereinafter collectively referred to as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, certain mortgage loans as described herein, on a servicing released basis;

WHEREAS, each mortgage loan is secured by a mortgage, deed of trust or other security instrument creating a first or second lien on a residential dwelling; and

WHEREAS, the Purchaser and the Seller wish to prescribe the manner of conveyance and interim servicing of the mortgage loans.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller, intending to be legal bound, agree as follows:

1. Definitions. For purposes of this Agreement, capitalized terms shall have the respective meanings set forth in the Glossary attached hereto as Exhibit A and incorporated herein by reference.

2. Agreement to Purchase. The Seller agrees to sell, and the Purchaser agrees to purchase, Mortgage Loans having an approximate aggregate scheduled principal balance as of the Cut-off Date of approximately Two Million Eight Hundred Thousand Two Hundred Eighty Three Dollars (\$2,800,283) after application of principal payments made on or before the Cut-off Date, or in such other amount as agreed to by the Purchaser and the Seller as evidenced by the actual aggregate principal balance of the Mortgage Loans accepted by the Purchaser on the Closing Date.

3. Mortgage Loan Schedules. The Seller shall deliver the Mortgage Loan Schedule to the Purchaser at least two (2) Business Days prior to the Closing Date.

4. Purchase Price. On the Closing Date, Purchaser shall pay to the Seller an amount equal to the sum of (i) the product of (a) the applicable Purchase Price Percentage and (b) the aggregate principal balance of the related Mortgage Loans purchased as of the Cut-off Date, and (ii) accrued interest at the Mortgage Interest Rate with respect to such Mortgage Loans from the interest paid to date, to, but not including, the Closing Date (the "Purchase Price"). Notwithstanding the foregoing, no accrued interest shall be paid on delinquent Mortgage Loans that are over thirty (30) days past due as of the Cut-off Date and capped at thirty (30) days for each Mortgage Loan. For purposes of calculating accrued interest, interest shall be calculated on 360-day calendar year.

The Purchaser shall own and be entitled to receive with respect to each Mortgage Loan purchased (1) all recoveries of principal collected after the related Cut-off, and (2) all payments of interest on the Mortgage Loans (minus that portion of any such interest payment that is allocable to the period prior to the related Cut-off Date). All payments of principal and interest due on a Due Date following the Closing Date shall belong to the Purchaser. On and after the Closing Date and upon payment of the Purchase Price, the Seller shall hold the Mortgage Loan Documents and Mortgage Files that are in its possession in trust for Purchaser and shall act only in accordance with the terms of this Agreement and Purchaser's instructions with respect thereto.

5. Examination of Mortgage Files. The Seller shall (a) deliver to the Purchaser for examination with respect to each Mortgage Loan to be purchased on the Closing Date, the related Mortgage File pertaining to each Mortgage Loan, or (b) make the related Mortgage File available to the Purchaser for examination at the Seller's offices or such other location as shall otherwise be agreed upon by the Purchaser and the Seller. If the Purchaser makes such examination prior to the Closing Date, such Mortgage Loans may, at the Purchaser's option, be rejected for purchase by the Purchaser. The Purchaser may purchase all or some of the Mortgage Loans without conducting any partial or complete examination.

6. Conveyance from Seller to Purchaser.

6.01. Conveyance of Mortgage Loans; Servicing Files.

(a) The Seller, simultaneously with the payment of the Purchase Price, shall execute and deliver to the Purchaser an Assignment and Conveyance with respect to the Mortgage Loans in the form attached hereto as Exhibit D.

(b) In addition, in connection with the assignment of any Mortgage Loans registered with MERS, the Seller agrees that it will cause, at its own expense, the MERS System to indicate that such Mortgage Loans have been assigned by the Seller to the Purchaser in accordance with this Agreement by including (or deleting, in the case of Mortgage Loans which are repurchased in accordance with this Agreement) in such computer files the information required by the MERS System to identify the Purchaser of such Mortgage Loans.

6.02. Books and Records. Record title to each Mortgage and the related Mortgage Note shall be transferred by the Seller to the Purchaser as provided herein.

6.03. Delivery of Mortgage Loan Documents.

(a) No more than two (2) Business Days after the Closing Date, the Seller shall deliver and release to the Purchaser the Mortgage Loan Documents as required by this Agreement with respect to each Mortgage Loan to be purchased and sold on the Closing Date.

7. Representations and Warranties.

7.01. Seller's Representations and Warranties Regarding the Mortgage Loans. Seller represents and warrants to Purchaser as to each Mortgage Loan offered for sale under this Agreement that, as of the Closing Date:

(1) Valid Mortgage. The promissory note, mortgage, deed of trust and/or deed to secure debt and any and all other documents executed and delivered by any Mortgagor in connection with a Mortgage Loan are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium and other principals of equity affecting the rights of creditors generally whether considered in law or at equity. All parties to the Mortgage Loan Documents had legal capacity to enter into the Mortgage Loan and to execute and deliver the Loan Documents, the Loan Documents have been duly and properly executed by such parties, and there is no verbal understanding or written modification of the Loan Documents which would affect the terms of the Mortgage Loan except by written instrument delivered and expressly made known to the Purchaser. To the Seller's knowledge, the documents, instruments and agreements submitted for loan underwriting (i) were not falsified, (ii) contain no untrue statement of material fact, and (iii) do not omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading;

(2) Sole Owner. Other than the security interest or rights which shall be released simultaneously with the payment of the Purchase Price by Purchaser in respect to such Mortgage Loan, Seller is the sole

owner of the Mortgage Loan, has good marketable title thereto and has authority to sell, transfer and assign the same on the terms set forth herein free and clear, except for the first lien, of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest. There has been no assignment, sale or hypothecation thereof by Seller, except the usual hypothecation of the documents in connection with Seller's normal transactions in the ordinary course of its business, and, following the sale of the Mortgage Loan to the Purchaser hereunder, the Purchaser will own such Mortgage Loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest;

(3) Fees and Expenses Paid; No Modifications. The unpaid principal balance as of the Cut-off Date of the Mortgage Loan is materially as represented by Seller on the Mortgage Loan Schedule. All costs, fees and expenses incurred in making, closing and recording the Mortgage Loan have been paid. No Mortgaged Property has been released from the lien of the Mortgage Loan, the terms of the Mortgage Loan have in no way been changed or modified by Seller and, as of the Cut-off Date, except with respect to Monthly Payments which are not more than thirty (30) days delinquent, the Mortgage Loan is current and not in default;

(4) Valid Liens. Each Mortgage Loan is a valid First Lien or Second Lien on the Mortgaged Property as indicated on the Mortgage Loan Schedule, and the Mortgaged Property is free and clear of (1) all encumbrances and liens having priority over the lien of such Mortgage Loan, and (2) liens for real estate taxes and special assessments not yet due and payable;

(5) Free of Liens. To the best of Seller's knowledge, the Mortgaged Property is free and clear of all mechanics' liens, materialmen's liens and all other liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien, nor is Seller aware of any facts which could give rise to any such lien;

(6) Compliance with Applicable Law. All federal and state laws, rules and regulations applicable to the Mortgage Loans have been complied with in all material respects, including but not limited to: applicable usury law, the Real Estate Settlement Procedures Act, the Flood Disaster Protection Act, the Federal Consumer Credit Protection Act including the Truth-in-Lending and Equal Credit Opportunity Acts;

(7) Title Insurance; Hazard Insurance. There is in force for each Mortgage Loan a paid-up title insurance policy on the Mortgage Loan issued by an insurer acceptable to Freddie Mac in an amount at least equal to the outstanding principal balance of the Mortgage Loan;

(8) Hazard Insurance. There is in force for each Mortgage Loan valid hazard insurance policy coverage and, where applicable, valid flood insurance policy coverage;

(9) Assignment of Mortgage. Seller will deliver, whenever necessary, an Assignment of Mortgage in the name of the Purchaser in form and substance acceptable for recording as part of the Loan Documents delivered as of the Closing Date, and on payment of the Purchase Price; such assignment of the Mortgage Loan from Seller to the Purchaser shall be valid and enforceable;

(10) No Defenses. The Mortgagor has no rights of rescission, set-offs, counter-claims or defenses to the note or deed of trust/mortgage securing the note arising from the acts and/or omissions of Seller;

(11) Originals. To the best of Seller's knowledge, all documents submitted in connection with the Mortgage Loan are genuine and contain genuine signatures. Each document that the Purchaser requires to be an original document is an original document. All other representations as to each such Mortgage Loan are true and correct;

(12) OFAC and Patriot Act. The Seller has complied with all applicable anti-money laundering laws and regulations, including without limitation the USA PATRIOT Act of 2003 and the laws and

regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), which prohibit dealings with certain countries, territories, entities and individuals named in OFAC's Sanction Programs and on Specially Designated Nationals and Blocked Persons List, (collectively, the "Anti-Money Laundering Laws"). The Seller has established an anti-money laundering compliance program to the extent required by the Anti-Money Laundering Laws, has conducted the requisite due diligence in connection with the origination of each Mortgage Loan for purposes of the Anti-Money Laundering Laws, including with respect to the legitimacy of the applicable Mortgagor, and maintains, and will maintain sufficient information to identify the applicable Mortgagor for purposes of the Anti-Money Laundering Laws;

(13) Servicemembers' Relief Act. The Mortgagor has not notified the Seller, and the Seller has no knowledge of any relief requested or allowed to a Mortgagor under the Servicemembers' Relief Act or any other federal or state law that would have the effect of suspending or reducing the Mortgagor's payment obligation under a Mortgage Loan or that would prevent or restrict the ability of the Purchaser to commence or continue with foreclosure of the Mortgaged Property securing a Mortgage Loan or any other remedies available under the Loan Documents; and

(14) Home Ownership and Equity Protection Act. No Mortgage Loan is subject to the requirements of the Home Ownership and Equity Protection Act of 1994. No Mortgage Loan is classified as a "high cost," "threshold," "covered," "abusive" or "predatory" loan or a similar loan under any applicable state, federal or local law.

7.02. Representations and Warranties Regarding the Seller. Seller represents and warrants to the Purchaser that as of the date first set forth above and as of the Closing Date:

(1) Duly Organized. Seller is duly organized, validly existing and in good standing under the laws of its state of incorporation and is qualified and/or licensed as necessary to transact business, including the originating and selling of mortgage loans, and is in good standing in each state where the Mortgaged Property securing a Mortgage Loan is located to the extent Seller is required to be qualified under the laws of such state;

(2) Full Authority. Seller has the full power and authority to hold and sell each Mortgage Loan. Neither the execution and delivery of this Agreement, nor the acquisition or origination of the Mortgage Loans, nor the sale of the Mortgage Loans, nor the consummation of the transactions contemplated herein, nor the fulfillment of or compliance with the terms and conditions of this Agreement will conflict with, or result in a breach of any term, condition or provision of Seller's applicable articles of incorporation, by-laws, or any license held by Seller or governing Seller's activities or any agreement to which Seller is a party or by which Seller is bound, or constitute a material default or result in an acceleration under any of the foregoing;

(3) No Broker. The Seller has not dealt with any broker, agent or other person that may be entitled to any commission or compensation from the Purchaser in connection with the sale of any Loan to the Purchaser pursuant to the terms of this Agreement, other than agents engage by the Purchaser;

(4) No Untrue Statements of Fact; Ordinary Course. Neither this Agreement nor any statement, report or other document furnished or to be furnished by Seller pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading. The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Seller;

(5) No Conflict. Neither the acquisition or origination of the Mortgage Loans by Seller, the sale of the Mortgage Loans or the Servicing Rights to Purchaser, 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 Seller's

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certificate of incorporation or bylaws or result in a material breach of any legal restriction or any agreement or instrument to which Seller 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 Seller or its property is subject;

(6) No Pending Litigation. There is no action, suit, proceeding, investigation or litigation pending or, to the best of Seller's knowledge, threatened, which either in any one instance or in the aggregate, if determined adversely to Seller, would adversely affect the sale of the Mortgage Loans or the related Servicing Rights to Purchaser or Seller's ability to perform its obligations under this Agreement.

7.03. Remedies for Breach of Representations and Warranties.

(a) It is understood and agreed that the representations and warranties set forth in Subsections 7.01 and 7.02 shall survive the sale of the Mortgage Loans to the Purchaser and shall inure to the benefit of the Purchaser for two (2) years from the Closing Date, notwithstanding any restrictive or qualified endorsement on any Mortgage Note or assignment of Mortgage or the examination or lack of examination of any Mortgage File. Upon discovery by the Purchaser of a breach of any of the foregoing representations and warranties within two (2) years from the Closing Date which materially and adversely affects the value of the Mortgage Loans or the interest of the Purchaser (or which materially and adversely affects the value of a Mortgage Loan or the interests of the Purchaser in the related Mortgage Loan in the case of a representation and warranty relating to a particular Mortgage Loan), Purchaser shall give notice to the Seller within thirty (30) days of such discovery by Purchaser. Seller shall have no obligation to cure, indemnify or repurchase after two (2) years from the Closing Date.

(b) Within sixty (60) days of notice to the Seller of any breach of a representation or warranty which materially and adversely affects the value of a Mortgage Loan or the Mortgage Loans or the Purchaser's interest in a Mortgage Loan or the Mortgage Loans, the Seller shall use its best efforts promptly to cure such breach in all material respects and, if such breach cannot be cured and is discovered by either Party within two (2) years of the Closing Date, the Seller shall, at the Purchaser's option, repurchase such Mortgage Loan at the Repurchase Price. Such notice to Seller shall be made within thirty (30) days of discovery. Any repurchase of a Mortgage Loan(s) pursuant to the foregoing provisions of this Subsection 7.03 shall occur within sixty (60) days of demand for repurchase by the Purchaser and shall be accomplished by wire transfer of immediately available funds on the repurchase date to an account designated by the Purchaser.

(c) At the time of repurchase of any deficient Mortgage Loan, the Purchaser and the Seller shall arrange for the reassignment of the repurchased Mortgage Loan to the Seller and the delivery to the Seller of any documents relating to the repurchased Mortgage Loan. Upon such repurchase, the related Mortgage Loan Schedule shall be amended to reflect the withdrawal of the repurchased Mortgage Loan from this Agreement.

(d) In addition to such cure and repurchase obligation, the Seller shall, for eighteen (18) months from the Closing Date, indemnify the Purchaser hold Purchaser harmless against any material losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from, a material breach of the Seller's representations and warranties, respectively, contained in this Section 7. It is understood and agreed that the obligations of the Seller set forth in this Subsection 7.03 to cure or repurchase a defective Mortgage Loan and to indemnify the Purchaser as provided in this Subsection 7.03 constitute the sole remedies of the Purchaser. Notwithstanding the foregoing, Seller shall not have any liability in respect of the representations or warranties made by Seller herein, or any covenant or agreement in this Agreement to be performed by Seller, to the extent such liability would not have arisen but for Purchaser's own willful misconduct or negligence. The Purchaser agrees to indemnify the Seller and hold it harmless against any and all material claims, losses, damages, penalties, fines, forfeitures, reasonable and actual legal fees and related costs, judgments, and any other

reasonable and actual costs, fees and expenses that the Seller may sustain directly related to negligent or improper servicing of the Mortgage Loans after the Servicing Transfer Date or any other act or omission of the Purchaser, its assigns or its subsequent servicer, after the Servicing Transfer Date. Seller shall not be obligated to repurchase such a Mortgage Loan and Purchaser shall be entitled to no other remedies related to such Mortgage Loan.

7.04. Early Payment Default. In the event a Monthly Payment on any Mortgage Loan due following the Cut-off Date and before thirty (30) days following the Servicing Transfer Date is not made by the related Mortgagor within thirty (30) days of the related Due Date, then, in each such case, the Seller shall repurchase the affected Mortgage Loans, at the Repurchase Price, which shall be paid as provided for in Subsection 7.03 upon the request of the Purchaser; provided that, the Purchaser makes such request of Seller within forty-five (45) days of the related Due Date.

8. Closing. The Closing shall take place on the Closing Date. At the Purchaser's option, the closing shall be either by 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:

- (a) all of the representations and warranties of the Seller under this Agreement shall be true and correct as of the Closing Date and no event shall have occurred which, with reasonable notice to the Seller or the passage of time, would constitute a default under this Agreement;
- (b) the Purchaser shall have received, or the Purchaser's attorneys shall have received in escrow, all Closing Documents as specified in Section 9, in such forms as are agreed upon and acceptable to the Purchaser, duly executed by all signatories other than the Purchaser as required pursuant to the terms hereof;
- (c) the Seller shall have delivered and released to the Purchaser all documents required pursuant to this Agreement; and
- (d) all other terms and conditions of this Agreement shall have been complied with.

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

9. Closing Documents. On or before the Closing Date, the Seller shall submit to the Purchaser fully executed originals of the following documents:

- (1) this Agreement, in two counterparts;
- (2) the Mortgage Loan Schedule; and
- (3) the Assignment and Conveyance attached hereto as Exhibit D.

10. Costs. The Purchaser shall pay any commissions due its sales representatives and the legal fees and expenses of its attorneys. All other costs and expenses incurred in connection with the transfer and delivery of the Mortgage Loans, including without limitation recording fees, fees for title policy endorsements and continuations, and any fees for recording Assignments of Mortgage shall be paid by the Seller.

11. Seller's Interim Servicing Obligations. During the Interim Servicing Period, the Seller, as independent contract servicer, shall service and administer the Mortgage Loans directly or through one or more subservicers, in accordance with the terms and provisions set forth in the Servicing Addendum attached as Exhibit E, which Servicing Addendum is incorporated herein by reference. The Seller shall transfer the servicing of the Mortgage Loans to the successor servicer designated by the Purchaser in

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accordance with the terms of the servicing transfer procedures provided by the Purchaser or such designated successor servicer. The Seller covenants and agrees that, on the Servicing Transfer Date with respect to each Mortgage Loan, it shall transfer to the Purchaser all funds held in the Custodial Account with respect to such Mortgage Loan and shall transfer to the successor servicer all funds held in the Escrow Account with respect to such Mortgage Loan. Such funds shall be transferred by wire transfer in immediately available funds to the accounts designated by the Purchaser.

11.01. Transfer of Servicing. The Seller agrees to act reasonably, in good faith and in accordance with all applicable laws and regulations and to do all things necessary to effect the transfer of the Servicing Rights to Purchaser, or Purchaser's designated agent, on the Servicing Transfer Date. Seller shall comply with all reasonable instructions provided by Purchaser relating to the transfer of the Servicing Rights. On or prior to the Servicing Transfer Date, Seller shall have taken or caused to be taken any action that is required to be completed within twenty (20) days of the Servicing Transfer Date in connection with the servicing of a Mortgage Loan.

11.02. Obligations of Seller after the Servicing Transfer Date. Seller shall take, or cause to be taken, the following actions with respect to the Mortgage Loans within five (5) Business Days following the Servicing Transfer Date:

(a) Loan Data. Seller shall furnish to Purchaser all available records requested by Purchaser reflecting the status of payments, balances and other pertinent information with respect to the Mortgage Loans as of the Servicing Transfer Date. Such records shall include printed reports and screen prints reflecting all computer files maintained on the Mortgage Loans and shall include hard copy trial balance reports as specifically requested by Purchaser;

(b) Mortgage File. Seller shall deliver a complete Mortgage File with respect to each Mortgage Loan including, without limiting the foregoing, all documents relating to the origination of the Mortgage Loan, all documents relating to the servicing of the Mortgage Loan, and all documents relating to the handling of any foreclosure, bankruptcy, loss mitigation, forbearance, workout, modification, or other such activities relating to the Mortgage Loan including complete documentation as to any and all Servicing Advances made in connection with the Mortgage Loan, and any other documents relating to the Mortgage Loan in the Seller's possession;

(c) Accounting Reports. Seller shall furnish to Purchaser copies of all accounting reports relating to the Mortgage Loans as of the Servicing Transfer Date including, without limitation, a trial balance and reports of collections, delinquencies, prepaids, curtailments, escrow payments, escrow balances, partial payments, partial payment balances and other like information with respect to the Mortgage Loans;

(d) Other Documentation. Seller shall provide Purchaser any and all further documents reasonably required by Purchaser in order to fully transfer to Purchaser possession of all tangible evidence of the Servicing Rights and escrow, impound and trust funds transferred hereunder;

(e) Transfer of Escrow Funds and Other Proceeds. Seller shall transfer to Purchaser, by wire transfer to the account designated by Purchaser, an amount equal to the sum of (i) all Collections received after the Cut-off Date not previously remitted, plus (ii) either (a) the aggregate net amount of the Escrow Balances for Mortgage Loans less than thirty (30) days past due as of the Closing Date or (b) the positive Escrow Balances only for Mortgage Loans that are thirty (30) or more days past due as of the Closing Date (both as determined on a loan level basis for each Mortgage Loan), plus (iii) all unapplied interest on Escrow Balances accrued through the Servicing Transfer Date, and (iv) any other amounts held by Seller with respect to the Mortgage Loans, including without limitation, any loss draft funds, suspense balances, or unapplied funds. Purchaser and Seller agree to reconcile expeditiously any discrepancies in amounts transferred hereby or funded at closing and to transfer funds promptly as appropriate, as a result of the reconciliation of any such discrepancies; and

(f) Mortgage Payments Received After Servicing Transfer Date. Seller shall forward to Purchaser within forty-eight (48) hours of its receipt, any payment received by it after the Servicing Transfer Date with respect to any of the Mortgage Loans, whether such payment is in the form of principal, interest, taxes, insurance, loss drafts, insurance refunds, as applicable, in the original form received, unless such payment has been received in cash or by Seller's lock box facility, in which case Seller shall forward such payment in a form acceptable to Purchaser. Seller shall notify Purchaser of the particulars of the payment, which notification shall set forth sufficient information to permit timely and appropriate processing of the payment by Purchaser.

11.03. Obligations of Purchaser after the Servicing Transfer Date. Within thirty (30) days following the Servicing Transfer Date, Purchaser shall review each Mortgage File for each Mortgage Loan for the purpose of determining whether the Servicing Advances (if any) outstanding as of the Servicing Transfer Date, with respect to each Mortgage Loan, are sufficiently documented and to determine whether such properly documented Servicing Advances are reimbursable and to what extent they will be reimbursed or to what extent Seller properly reimbursed itself. Based on its review, Purchaser shall remit the amount of such properly documented and reimbursable Servicing Advances, to the extent they will be reimbursed and to the extent Seller did not reimburse itself, to the Seller no later than thirty days (30) following the Servicing Transfer Date.

12. The Seller.

12.01. Merger or Consolidation of the Seller. The Seller shall keep in full force and effect its existence, rights and franchises as a corporation under the laws of the state of its incorporation except as permitted herein and shall obtain and preserve its qualification to do business as a foreign entity in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement or any of the Mortgage Loans and to enable the Seller to perform its duties under this Agreement.

Any Person into which the Seller may be merged or consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Seller shall be a party, or any Person succeeding to the business of the Seller, shall be the successor of the Seller hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

12.03. Limitation on Liability of the Seller and Others. Neither the Seller nor any of the officers, employees or agents of the Seller shall be under any liability to the Purchaser for any action taken, or for refraining from the taking of any action, in good faith in connection with the servicing of the Mortgage Loans during the Interim Servicing Period, or for errors in judgment committed during the Interim Servicing Period. The Seller and any officer, employee or agent of the Seller may rely in good faith on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its obligation to sell or duty to service the Mortgage Loans during the Interim Servicing Period in accordance with this Agreement and which in its opinion may result in its incurring any expenses or liability; provided, however, that the Seller may, with the consent of the Purchaser, undertake any such action which they may deem necessary or desirable in respect to this Agreement and the rights and duties of the parties hereto. In such event, the legal expenses and costs of such action and any liability resulting therefrom shall be expenses, costs and liabilities for which the Purchaser shall be liable, and the Seller shall be entitled to reimbursement therefor from the Purchaser upon written demand except when such expenses, costs and liabilities are subject to the Seller's indemnification under Subsections 7.03.

13. 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:

if to the Purchaser:

MountainView Capital Mortgage Trust
999 18th Street, Suite 1001
Denver, CO 80202
Attn: General Counsel

if to the Seller:

Taylor, Bean & Whitaker Mortgage Corp.
315 NE 14th Street
Ocala, Florida 34470
Attn: President

With a copy to:

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

or to 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).

14. Severability Clause. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. 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.

15. Counterparts; Facsimile Signatures. 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. The parties agree that this Agreement, any documents to be delivered pursuant to this Agreement and any notices hereunder may be transmitted between them by email and/or by facsimile. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly delivered, if requested.

16. Governing Law. This Agreement shall be deemed to have been made in, and shall be interpreted, construed, and governed by the laws of the State of Florida.

17. Intention of the Parties. It is the intention of the parties that the Purchaser is 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 Purchaser, of the Mortgage Loans. The Purchaser shall have the right to review the Mortgage Loans and the related Mortgage Loan 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 Purchaser in the course of such review.

18. 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.

19. Nonsolicitation. The Seller covenants and agrees that it will not take any action or permit or cause any action to be taken by any of its agents or affiliates, to personally, by telephone, mail, e-mail or otherwise, solicit the Mortgagor under any Mortgage Loan to refinance the Mortgage Loan, in whole or in part or provide information to any other entity to solicit the refinancing of any Mortgage Loan in whole or in part; provided that, the foregoing shall not preclude the Seller or the Seller from engaging in solicitations to the general public by newspaper, radio, television or other media which are not directed toward the Mortgagors or from refinancing the Mortgage Loan of any Mortgagor who, without solicitation, contacts the Seller to request the refinancing of the related Mortgage Loan.

20. 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 term "include" or "including" shall mean without limitation by reason of enumeration.

21. 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 the 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

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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.

22. Further Agreements. The Seller and the Purchaser 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.

23. Confidentiality. The Parties will keep confidential, and will cause its employees, contractors, affiliates and agents to keep confidential, any and all information obtained from the other Party which is designated as confidential, and will not use such information for any purpose other than those intended by this Agreement. However, the Parties will not be subject to this obligation for any information provided by the other Party which either (a) was in such Party's possession at the time of disclosure and was not subject to any confidentiality obligations; (b) was in the public domain at the time of disclosure, or subsequently enters the public domain through no act or failure to act on the part of such Party; (c) is lawfully obtained by such Party from a third party; (d) the Parties agrees in writing may be provided to a third party; or (e) is required to be disclosed by applicable law, regulation, rule or court order.

24. Exhibits. The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

25. Costs. Each Party shall pay any commissions due its sales team or sales representatives, the legal fees and expenses of its attorneys, and expenses of its custodian.

26. Privacy.

(a) All customer information in the possession of the either Party ("Customer Information") is and shall remain confidential and propriety information of each Party except (i) as otherwise set forth in this Agreement; and (ii) information independently obtained by the Parties and not derived in any manner from information obtained under or in connection with this Agreement.

(b) The Parties agree to comply with all applicable consumer privacy laws (any and all federal, state and local statutes, regulations and rules applicable to the protection and privacy of consumer information, including but not limited to the privacy provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq.) (the "Privacy Requirements") and implementation of appropriate measures designed to safeguard Customer Information (an "Information Security Program").

(c) The Parties shall not disclose any Customer Information to any person or entity, other than the employees, agents, contractors and affiliates of the Parties who have a need to know such information.

(d) The Parties shall maintain at all times an Information Security Program.

(e) The Parties shall assess, manage, and control risks relating to the security and confidentiality of Customer Information, and shall implement the standards relating to such risks in the manner set forth in the Interagency Guidelines Establishing Information Security Standards, Section 216 of the Fair and Accurate Transaction Act (including its implementing regulations) as well as any amendments thereto or other applicable regulations regarding safeguarding information enacted or released by any regulatory agency having jurisdiction over Seller.

(f) Without limiting the scope of the above, the Parties shall use at least the same physical and other security measures to protect all Customer Information in such Parties' possession or control, as the Parties use for their own confidential and propriety information.

(g) If a Party provides an account number to another to enable the Parties to carry out the purposes of the Agreement, the receiving Party shall (i) use such account number only for such specific purpose and for no other purpose; and (ii) destroy all records relating to such account number upon providing Party's request.

(h) In no event shall either of the Parties use any account number to (i) market any product or service of such Party or any other person or entity; or (ii) initiate charges to any customer's Loan account.

(i) From time to time upon the request of the other Party, each Party shall allow the other during normal business hours to inspect such Party's books and records relating to (i) compliance with the Privacy Requirements; and (ii) Information Security Program.

(j) The Parties shall comply with all Privacy Requirements and shall immediately notify the other Party if there is a breach of its security related to the customers of the other Party so that they may be notified in accordance with any applicable Privacy Requirements.

26. Entire Agreement. This Agreement and the exhibits and schedules hereto constitute the entire agreement and understanding of the parties with respect to the matters and transactions contemplated by this Agreement and, except to the extent otherwise set forth in writing and duly executed by the parties, supersedes any prior agreement and understandings with respect to those matters and transactions.

[Signature Page Follows]

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

**TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.
(Seller)**

By: 

Name: Jeremy Collett
Title: EVP Capital Markets

**MOUNTAINVIEW CAPITAL MORTGAGE
TRUST, BY MOUNTAINVIEW CAPITAL
GROUP, LLC AS ADMINISTRATOR
(PURCHASER)**

By: 

Name: Terry Stanford
Title: Vice President

EXHIBIT A

GLOSSARY

As used in this Agreement, the following terms have the meanings indicated below.

Adjustable Rate Mortgage Loan: A Mortgage Loan purchased pursuant to this Agreement which provides for the adjustment of the Mortgage Interest Rate payable in respect thereto.

Agreement: This Mortgage Loan Purchase and Sale Agreement including all exhibits hereto, amendments hereof and supplements hereto.

Appraised Value: With respect to any Mortgaged Property, the lesser of (i) the value thereof as determined by an appraisal made for the originator of the Mortgage Loan at the time of origination of the Mortgage Loan by an appraiser who met the minimum requirements of the Underwriting Guidelines, Freddie Mac and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, and (ii) the purchase price paid for the related Mortgaged Property by the Mortgagor with the proceeds of the Mortgage Loan.

Assignment or Assignment of Mortgage: An individual assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect the transfer of the Mortgage.

Business Day: Any day other than a Saturday or Sunday, or a day on which banking and savings and loan institutions in the State of Florida or the state where Purchaser's principal executive officer are located are authorized or obligated by law or executive order to be closed.

Closing Date: June 30, 2009, or such other date mutually agreed upon by the Parties.

Code: The Internal Revenue Code of 1986, or any successor statute thereto.

Combined Loan-to-Value Ratio or CLTV: With respect to any Mortgage Loan as of any date of determination, the ratio on such date of the outstanding principal amount of the Mortgage Loan and any other mortgage loan which is secured by a lien on the related Mortgaged Property to the Appraised Value of the Mortgaged Property.

Condemnation Proceeds: All awards, compensation and settlements in respect of a taking of all or part of a Mortgaged Property by exercise of the power of condemnation or the right of eminent domain.

Credit Score: The credit score of the Mortgagor provided by Fair, Isaac & Company, Inc. or such other organization providing credit scores at the time of the origination of a Mortgage Loan. If two credit scores are obtained, the Credit Score shall be the lower of the two credit scores. If three credit scores are obtained, the Credit Score shall be the middle of the three credit scores.

Custodial Account: Each separate demand account or accounts created and maintained for the benefit of each Purchaser which shall be entitled "Taylor, Bean & Whitaker Mortgage Corp. in trust for MountainView Capital Mortgage Trust and Various Mortgagors, Fixed and Adjustable Rate Mortgage Loans".

Customer Information: As defined in Section 29.

Cut-off Date: June 26, 2009, or as otherwise agreed upon in writing by the parties.

Determination Date: With respect to each Distribution Date, the last day of the calendar month

immediately preceding such Distribution Date.

Distribution Date: The fifth (5th) day of each month, commencing, for the Mortgage Loans on the fifth (5th) day of the month next following the month in which the Cut-off Date occurs, or if such fifth (5th) day is not a Business Day, the first Business Day immediately following such fifth (5th) day.

Due Date: With respect to each Mortgage Loan, the day of the calendar month on which each Monthly Payment is due on such Mortgage Loan, exclusive of any days of grace.

Escrow Account: The separate trust accounts created and maintained pursuant to this Agreement which shall be entitled "Taylor, Bean & Whitaker Mortgage Corp. in trust for MountainView Capital Mortgage Trust and Various Mortgagors, Fixed and Adjustable Rate Mortgage Loans".

Final Recovery Determination: With respect to any defaulted Mortgage Loan or any REO Property (other than a Mortgage Loan or REO Property repurchased by the Seller pursuant to this Agreement), a determination made by the Seller that all Insurance Proceeds, Liquidation Proceeds and other payments or recoveries which the Seller, in its reasonable good faith judgment, expects to be finally recoverable in respect thereof have been so recovered. The Seller shall maintain records, prepared by a servicing officer of the Seller, of each Final Recovery Determination.

First Lien: With respect to each Mortgaged Property, the lien of the mortgage, deed of trust or other instrument securing a Mortgage Note which creates a first lien on the Mortgaged Property.

Freddie Mac: The entity formerly known as the Federal Home Loan Mortgage Corporation, or any successor thereto.

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

Interim Servicing Period: With respect to any Mortgage Loan, the period commencing on the Closing Date for thirty (30) days (or if such day is not a Business Day, the first Business Day immediately following such day) and ending on the Servicing Transfer Date.

Lender Paid Mortgage Insurance Policy or LPMI Policy: A policy of mortgage guaranty insurance, issued by an insurer acceptable to Freddie Mac, in which the owner or servicer of the Mortgage Loan is responsible for the premiums associated with such mortgage insurance policy.

Liquidation Proceeds: Amounts, other than Insurance Proceeds and Condemnation Proceeds, received in connection with the liquidation of a defaulted Mortgage Loan through trustee's sale, foreclosure sale or otherwise, other than amounts received following the acquisition of REO Property and prior to an REO Disposition.

Loan-to-Value Ratio or LTV: With respect to any Mortgage Loan as of any date of determination, the ratio on such date of the outstanding principal amount of the Mortgage Loan, to the Appraised Value of the Mortgaged Property.

MERS: Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

MERS® System: The system of recording transfers of Mortgages electronically maintained by MERS.

MIN: The Mortgage Identification Number of Mortgage Loans registered with MERS on the MERS®

System.

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

Mortgage File: The items pertaining to a particular Mortgage Loan referred to in Exhibit C annexed 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 fixed annual rate of interest provided for in the related Mortgage Note.

Mortgage Loan: Each residential mortgage loan, sold, assigned, or transferred to the Purchaser pursuant to this Agreement and identified on the Mortgage Loan Schedule on the Closing Date.

Mortgage Loan Documents: The documents listed in Exhibit B hereto pertaining to any Mortgage Loan.

Mortgage Loan Schedule: The schedule of Mortgage Loans to be annexed to the Assignment and Conveyance on the Closing Date and delivered on the Closing Date in electronic form, such schedule setting forth the following information with respect to each Mortgage Loan: (1) the Seller's Mortgage Loan identifying number; (2) the Mortgagor's first and last name; (3) the street address of the Mortgaged Property including the state and zip code; (4) a code indicating whether the Mortgaged Property is owner-occupied; (5) the type of Residential Dwelling constituting the Mortgaged Property; (6) the original months to maturity; (7) the original date of the Mortgage Loan and the remaining months to maturity from the Closing Date, based on the original amortization schedule; (8) the Combined Loan-to-Value Ratio at origination; (9) the Mortgage Interest Rate in effect immediately following the Closing Date; (10) the date on which the first Monthly Payment was due on the Mortgage Loan; (11) the stated maturity date; (12) the amount of the Monthly Payment at origination; (13) the amount of the Monthly Payment as of the Closing Date; (14) the last Due Date on which a Monthly Payment was actually applied to the unpaid Stated Principal Balance; (15) the original principal amount of the Mortgage Loan and with respect to second liens the related first lien on the Mortgaged Property; (16) the Stated Principal Balance of the Mortgage Loan and with respect to second liens the principal balance of the related first lien on the Mortgaged Property as of the close of business on the Closing Date; (17) a code indicating the purpose of the loan (i.e., purchase financing, Rate/Term Refinancing, Cash-Out Refinancing); (18) the Mortgage Interest Rate at origination; (19) 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, such Due Date; (20) a code indicating the documentation style (i.e., full (providing two years employment verification - 2 years W-2's and current pay stub or 2 years 1040's for self employed borrowers), alternative or reduced); (21) the Appraised Value of the Mortgaged Property; (22) the sale price of the Mortgaged Property, if applicable; (23) with respect to each MERS Mortgage Loan, the related MIN; (24) a code indicating whether a borrower is a non-resident alien; (25) a code indicating whether a borrower is in bankruptcy; (26) the points and fees charged in connection with the origination of such Mortgage Loan; and (27) the Purchase Price Percentage applicable to each such Mortgage Loan. With respect to the Mortgage Loans, in the aggregate, the Mortgage Loan Schedule shall set forth the following information, as of the Closing Date: (1) the number of Mortgage Loans; (2) the current principal balance of the Mortgage Loans; (3) the weighted average Mortgage Interest Rate of the Mortgage Loans; and (4) the weighted average maturity of the Mortgage Loans,

Mortgage Note: The original executed note or other evidence of the Mortgage Loan indebtedness of a Mortgagor.

Mortgaged Property: The Mortgagor's real property securing repayment of a related Mortgage

Note, consisting of a fee simple interest in a single parcel of real property improved by a Residential Dwelling.

Mortgagor: The obligor on a Mortgage Note, the owner of the Mortgaged Property and the grantor or mortgagor named in the related Mortgage and such grantor's or mortgagor's successor's in title to the Mortgaged Property.

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

Primary Insurance Policy: A policy of primary mortgage guaranty insurance issued by an insurer that meets the requirements of Freddie Mac.

Purchase Price: The price paid on the Closing Date by the Purchaser to the Seller in exchange for the Mortgage Loans as provided in Section 4.

Purchase Price Percentage: The purchase price percentage applicable to each Mortgage Loan, as set forth on the Mortgage Loan Schedule.

Record Date: With respect to each Distribution Date, the last Business Day of the month immediately preceding the month in which such Distribution Date occurs.

REO Account: The separate trust account or accounts maintained for the management of REO Property pursuant to this Agreement.

REO Disposition: The final sale by the Seller of any REO Property.

REO Property: A Mortgaged Property acquired as a result of the liquidation of a Mortgage Loan.

Repurchase Price: The Repurchase Price for any Mortgage Loan that is required to be repurchased pursuant to this Agreement shall be equal to the sum of (i) the product of the Stated Principal Balance of such Mortgage Loan times the Purchase Price Percentage, plus (ii) interest on such Stated Principal Balance at the Mortgage Interest Rate from and including the last Due Date through which interest has been paid by or on behalf of the Mortgagor to the day immediately prior to the date of repurchase, less amounts received in respect of such repurchased Mortgage Loan which are being held in Seller's custodial account for distribution in connection with such Mortgage Loan, plus (iii) any unreimbursed Servicing Advances and monthly advances (including nonrecoverable monthly advances) and any unpaid servicing fees allocable to such Mortgage Loan paid by any party other than the Seller, plus (iv) any reasonable out-of-pocket costs and expenses incurred by the Purchaser in respect of the breach or defect giving rise to the repurchase obligation including, without limitation, any costs and damages incurred by any such Party in connection with any violation by any such Mortgage Loan of any predatory or abusive lending law.

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 generally acceptable to prudent investors in the secondary mortgage market, or (iv) a detached one-family dwelling in a planned unit development.

Second Lien Mortgage Loan: A Mortgage Loan secured by the lien on the Mortgaged Property, subject to one prior lien on such Mortgaged Property securing financing obtained by the related Mortgagor.

Servicing Advances: With respect to each Mortgage Loan, the customary, reasonable and

necessary "out of pocket" costs and expenses incurred by Seller in the performance of its servicing obligations (including, but not limited to, the cost of (i) the preservation, restoration and protection of the Mortgaged Property, (ii) any enforcement or judicial proceedings, including foreclosures) for which Seller has not been reimbursed.

Servicing File: With respect to each Mortgage Loan, the file retained by the Seller consisting of originals of all documents in the Mortgage File which are not delivered to the Purchaser and copies of all of the Mortgage Loan Documents for such Mortgage Loan.

Servicing Transfer Date: Thirty (30) days after the Closing Date, or as otherwise agreed upon in writing by the parties.

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

EXHIBIT B
MORTGAGE LOAN DOCUMENTS

With respect to each Mortgage Loan set forth on a related Mortgage Loan Schedule, the Seller shall deliver and release to the Purchaser the following documents:

1. the original Mortgage Note bearing all intervening endorsements necessary to show a complete chain of endorsements from the original payee to the Seller, endorsed in blank, "Pay to the order of [the Purchaser], without recourse", and, if previously endorsed, signed in the name of the last endorsee by a duly qualified officer of the last endorsee. If the Mortgage Loan was acquired by the last endorsee in a merger, the endorsement must be by "[name of last endorsee], successor by merger to [name of predecessor]". If the Mortgage Loan was acquired or originated by the last endorsee while doing business under another name, the endorsement must be by "[name of last endorsee], formerly known as [previous name]";
2. in the case of a Mortgage Loan that is not a MERS Mortgage Loan, the original Assignment of Mortgage for each Mortgage Loan, in form and substance acceptable for recording. The Mortgage shall be assigned, with assignee's name left blank. If the Mortgage Loan was acquired by the last assignee in a merger, the Assignment of Mortgage must be made by "[name of last assignee], successor by merger to [name of predecessor]". If the Mortgage Loan was acquired or originated by the last assignee while doing business under another name, the Assignment of Mortgage must be by "[name of last assignee], formerly known as [previous name]";
3. the original of any guarantee executed in connection with the Mortgage Note, if any;
4. for each Mortgage Loan that is not a MERS Mortgage Loan, the original Mortgage with evidence of recording thereon or, if the original Mortgage with evidence of recording thereon has not been returned by the public recording office where such Mortgage has been delivered for recordation or such Mortgage has been lost or such public recording office retains the original recorded Mortgage, a photocopy of such Mortgage, together with (i) in the case of a delay caused by the public recording office, an Officer's Certificate of the title insurer insuring the Mortgage stating that such Mortgage has been delivered to the appropriate public recording office for recordation and that the original recorded Mortgage or a copy of such Mortgage certified by such public recording office to be a true and complete copy of the original recorded Mortgage will be promptly delivered to the Purchaser upon receipt thereof by the party delivering the Officer's Certificate or by the Seller; or (ii) in the case of a Mortgage where a public recording office retains the original recorded Mortgage or in the case where a Mortgage is lost after recordation in a public recording office, a copy of such Mortgage with the recording information thereon certified by such public recording office to be a true and complete copy of the original recorded Mortgage;
5. for each Mortgage Loan that is a MERS Mortgage Loan, the original Mortgage, noting the presence of the MIN of the Mortgage Loan and either language indicating that the Mortgage Loan is a MOM Loan or if the Mortgage Loan was not a MOM Loan at origination, the original Mortgage and the assignment thereof to MERS, with evidence of recording indicated thereon, or a copy of the Mortgage certified by the public recording office in which such Mortgage has been recorded;
6. the originals of all assumption, modification, consolidation or extension agreements, with evidence of recording thereon, if any;

7. except in the event that the original Mortgage is made to MERS, the originals of all intervening assignments of mortgage with evidence of recording thereon evidencing a complete chain of ownership from the originator of the Mortgage Loan to the last assignee (or to MERS, if the Mortgage Loan is registered on the MERS System), or if any such intervening assignment of mortgage has not been returned from the applicable public recording office or has been lost or if such public recording office retains the original recorded intervening assignments of mortgage, a photocopy of such intervening assignment of mortgage, together with (i) in the case of a delay caused by the public recording office, an Officer's Certificate of the title insurer insuring the Mortgage stating that such intervening assignment of mortgage has been delivered to the appropriate public recording office for recordation and that such original recorded intervening assignment of mortgage or a copy of such intervening assignment of mortgage certified by the appropriate public recording office to be a true and complete copy of the original recorded intervening assignment of mortgage will be promptly delivered to the Purchaser upon receipt thereof by the party delivering the Officer's Certificate or by the Seller; or (ii) in the case of an intervening assignment of mortgage where a public recording office retains the original recorded intervening assignment of mortgage or in the case where an intervening assignment of mortgage is lost after recordation in a public recording office, a copy of such intervening assignment of mortgage with recording information thereon certified by such public recording office to be a true and complete copy of the original recorded intervening assignment of mortgage;

8. if the Mortgage Note, the Mortgage, any Assignment of Mortgage, or any other related document has been signed by a Person on behalf of the Mortgagor, the original power of attorney or other instrument that authorized and empowered such Person to sign;

9. the original lender's title insurance policy in the form of an ALTA mortgage title insurance policy, containing each of the endorsements required by Freddie Mac and insuring the Purchaser and its successors and assigns as to the lien position of the Mortgage in the original principal amount of the Mortgage Loan or, if the original lender's title insurance policy has not been issued, the irrevocable commitment to issue the same; and

10. the original of any security agreement, chattel mortgage or equivalent document executed in connection with the Mortgage, if any.

EXHIBIT C
MORTGAGE LOAN FILE

With respect to each Mortgage Loan, the Mortgage File shall include each of the following items, which shall be available for inspection by the Purchaser and which shall be delivered to the Purchaser:

1. Mortgage Loan Documents.
2. Residential loan application.
3. Mortgage Loan closing statement.
4. Verification of employment and income.
5. Verification of acceptable evidence of source and amount of downpayment.
6. Credit report on Mortgagor.
7. Residential appraisal report.
8. Photograph of the Mortgaged Property.
9. Survey of the Mortgaged Property, if applicable.
10. 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, sewer agreements, home association declarations, etc.
11. All required disclosure statements and statement of Mortgagor confirming receipt thereof.
12. If available, termite report, structural engineer's report, water potability and septic certification.
13. Sales Contract, if applicable.
14. Hazard insurance policy.
15. To the extent retained by Seller, tax receipts, insurance premium receipts, ledger sheets, payment history from date of origination, insurance claim files, correspondence, current and historical computerized data files, and all other processing, underwriting and closing papers and records which are customarily contained in a mortgage loan file and which are required to document the Mortgage Loan or to service the Mortgage Loan.
16. Amortization schedule, if available.

EXHIBIT D

ASSIGNMENT & CONVEYANCE

On this 30th day of June, 2009 (the "Closing Date"), Taylor, Bean & Whitaker Mortgage Corp. (the "Seller"), as Seller under that certain Mortgage Loan Purchase and Sale Agreement, dated as of the 29th day of June, 2009 (the "Agreement"), does hereby sell, transfer, assign, set over and convey to MountainView Capital Mortgage Trust, as Purchaser under the Agreement, without recourse, but subject to the terms of the Agreement, all rights, title and interest of the Seller in and to the Mortgage Loans listed on the Mortgage Loan Schedule attached hereto as Exhibit A, together with the related Mortgage Files and all rights and obligations arising under the documents contained therein. The ownership of each Mortgage Note, Mortgage, and the contents of the Mortgage File and Servicing File is vested in the Purchaser and the ownership of all records and documents with respect to the related 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 such custodial capacity only.

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

**TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.**

(Seller)

By: _____

Name: _____

Title: _____

Exhibit A

Mortgage Loan Schedule

EXHIBIT E

SERVICING ADDENDUM

11.01 Seller to Act as Interim Servicer. The Seller, as independent contract servicer, shall service and administer the Mortgage Loans that the Seller sells to the Purchaser hereunder in accordance with all applicable laws, rules and regulations, the terms of the Mortgage Note and Mortgage, the Freddie Mac servicing guide and this Agreement and shall have full power and authority, acting alone or through the utilization of a subservicer or a subcontractor, to do or cause to be done any and all things in connection with such servicing and administration which the Seller may deem necessary or desirable and consistent with the terms of this Agreement until such time as the servicing for such Mortgage Loans is fully transferred. The Seller shall be responsible for any and all acts of a subservicer and a subcontractor, and the Seller's utilization of a subservicer or a subcontractor shall in no way relieve the liability of the Seller under this Agreement.

Consistent with the terms of this Agreement, the Seller may 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, if in the Seller's determination, such waiver, modification, postponement or indulgence is not materially adverse to the Purchaser; provided, however, that the Seller shall not permit any modification with respect to any Mortgage Loan that would change the Mortgage Interest Rate, defer or forgive the payment thereof or of any principal or interest payments, reduce the outstanding principal amount (except for actual payments of principal), make additional advances of additional principal or extend the final maturity date on such Mortgage Loan. Without limiting the generality of the foregoing, the Seller shall continue, and is hereby authorized and empowered, to execute and deliver on behalf of itself, and the Purchaser, all instruments of satisfaction or cancellation, or of partial or full release, discharge and all other comparable instruments, with respect to the Mortgage Loans and with respect to the Mortgaged Property. If requested by the Seller, the Purchaser shall furnish the Seller with any powers of attorney and other documents necessary or appropriate to enable the Seller to carry out its servicing and administrative duties under this Agreement.

In servicing and administering the Mortgage Loans, the Seller shall employ procedures including collection procedures and exercise the same care that it customarily employs and exercises in servicing and administering mortgage loans for its own account, giving due consideration to accepted mortgage servicing practices of prudent lending institutions and the Purchaser's reliance on the Seller.

11.02 Sub-Servicing Agreements Between the Seller and subservicers. The Seller, as servicer, may arrange for the subservicing of any Mortgage Loan by a subservicer pursuant to a sub-servicing agreement. Each subservicer shall be authorized to transact business in the state or states where the related Mortgaged Properties it is to service are situated, if and to the extent required by applicable law to enable the subservicer to perform its obligations hereunder and under the sub-servicing agreement. All actions of each subservicer performed pursuant to the related sub-servicing agreement shall be performed as an agent of the Seller with the same force and effect as if performed directly by the Seller.

For purposes of this Agreement, the Seller shall be deemed to have received any collections, recoveries or payments with respect to the Mortgage Loans that are received by a subservicer regardless of whether such payments are remitted by the subservicer to the Seller.

Any sub-servicing agreement shall provide that the Seller shall be entitled to terminate any sub-servicing agreement and to either itself directly service the related Mortgage Loans or enter into a sub-servicing agreement with a successor subservicer which qualifies under Subsection 11.02. Any sub-servicing agreement shall include the provision that such agreement may be immediately terminated by any successor to the Seller without fee, in accordance with the terms of this Agreement.

11.03 No Contractual Relationship Between Subservicer and Purchaser. Any sub-servicing agreement and any other transactions or services relating to the Mortgage Loans involving a subservicer shall be deemed to be between the subservicer and the Seller alone and the Purchaser shall not be deemed a party thereto and shall have no claims, rights, obligations, duties or liabilities with respect to any subservicer except as set forth in Subsection 11.04.

11.04 Assumption or Termination of Sub-Servicing Agreement by Successor Servicer. In connection with the assumption of the responsibilities, duties and liabilities and of the authority, power and rights of the Seller hereunder by a successor servicer pursuant to Section 14 of this Agreement, it is understood and agreed that the Seller's rights and obligations under any sub-servicing agreement then in force between the Seller and a subservicer shall be assumed simultaneously by such successor servicer without act or deed on the part of such successor servicer; provided, however, that any successor servicer may terminate the subservicer.

The Seller shall, upon the reasonable request of the Purchaser, but at its own expense, deliver to the assuming party documents and records relating to each sub-servicing Agreement and an accounting of amounts collected and held by it and shall otherwise use its best efforts to effect the orderly and efficient transfer of the sub-servicing Agreements to the assuming party.

11.05 Collection of Mortgage Loan Payments. For so long as the Seller shall service the Mortgage Loans pursuant to this Agreement, the Seller shall proceed diligently to collect all payments due under each Mortgage Loan when the same shall become due and payable and shall, follow such collection procedures as it follows with respect to mortgage loans comparable to the Mortgage Loans and held for its own account.

11.06 Realization Upon Defaulted Mortgage Loans.

(a) The Seller shall use its best efforts, consistent with the procedures that the Seller would use in servicing loans for its own account, to foreclose upon or otherwise comparably convert the ownership of such Mortgaged Properties as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments pursuant to Subsection 11.01. The Seller shall use its best efforts to realize upon defaulted Mortgage Loans in such a manner as will maximize the receipt of principal and interest by the Purchaser, taking into account, among other things, the timing of foreclosure proceedings. The foregoing is subject to the provisions that, in any case in which Mortgaged Property shall have suffered damage, the Seller shall not be required to expend its own funds toward the restoration of such property in excess of \$2,000 unless it shall determine in its discretion (i) that such restoration will increase the proceeds of liquidation of the related Mortgage Loan to Purchaser after reimbursement to itself for such expenses, and (ii) that such expenses will be recoverable by the Seller through Insurance Proceeds or Liquidation Proceeds from the related Mortgaged Property. In the event that any payment due under any Mortgage Loan is not paid when the same becomes due and payable, or in the event the Mortgagor fails to perform any other covenant or obligation under the Mortgage Loan and such failure continues beyond any applicable grace period, the Seller shall take such action as it shall deem to be in the best interest of the Purchaser. In the event that any payment due under any Mortgage Loan remains delinquent for a period of 120 days or more, the Seller shall commence foreclosure proceedings. The Seller shall notify the Purchaser in writing of the commencement of foreclosure proceedings. The Seller shall be responsible for all costs and expenses incurred by it in any such proceedings; provided, however, that it shall be entitled to reimbursement thereof from the related Mortgaged Property.

(b) Proceeds received in connection with any Final Recovery Determination, as well as any recovery resulting from a partial collection of Insurance Proceeds or Liquidation Proceeds in respect of any Mortgage Loan, will be applied in the following order of priority: first, to accrued and unpaid interest on the Mortgage Loan, to the date of the Final Recovery Determination, or to the Due Date prior to the Distribution Date on which such amounts are to be distributed if not in connection with a Final Recovery

Determination; and second, as a recovery of principal of the Mortgage Loan. If the amount of the recovery so allocated to interest is less than the full amount of accrued and unpaid interest due on such Mortgage Loan, the amount of such recovery will be allocated by the Seller to the balance of the interest then due and owing.

11.07 Deposits in Custodial Account. The Seller shall segregate and hold all funds collected and received pursuant to each Mortgage Loan separate and apart from any of its own funds and general assets and shall maintain one or more Custodial Accounts, in the form of time deposit or demand accounts.

The Seller shall deposit in the Custodial Account on a daily basis, and retain therein the following payments and collections received by it subsequent to the Cut-off Date, or received by it prior to the Cut-off Date but allocable to a period subsequent thereto, other than in respect of principal and interest on the Mortgage Loans due on or before the Cut-off Date:

- (i) all payments on account of principal on the Mortgage Loans;
- (ii) all payments on account of interest on the Mortgage Loans, including all Prepayment Charges;
- (iii) all Liquidation Proceeds;
- (iv) all Insurance Proceeds including amounts required to be deposited pursuant to Subsections 11.13 and 11.14, other than proceeds to be held in the Escrow Account and applied to the restoration or repair of the Mortgaged Property or released to the Mortgagor in accordance with the Seller's normal servicing procedures, the loan documents or applicable law;
- (v) all Condemnation Proceeds affecting any Mortgaged Property which are not released to the Mortgagor in accordance with the Seller's normal servicing procedures, the loan documents or applicable law;
- (vi) any amounts required to be deposited by the Seller pursuant to Subsection 11.14 in connection with the deductible clause in any blanket hazard insurance policy; such deposit shall be made from the Seller's own funds, without reimbursement therefor;
- (vii) any amounts required to be deposited by the Seller in connection with any REO Property pursuant to Subsection 11.16; and
- (vii) payments in the nature of late payment charges non-sufficient fund fees, modification and assumption fees and any other amounts received by Seller in respect of the Mortgage Loans.

Any interest or earnings on funds deposited in the Custodial Account by the depository institution shall accrue to the benefit of the Seller and the Seller shall be entitled to retain and withdraw such interest from the related Custodial Account. The Seller shall give notice to the Purchaser of the location of the Custodial Account upon request and prior to any change thereof.

11.08 Reserved

11.09 Establishment of Escrow Accounts; Deposits in Escrow Accounts. The Seller shall segregate and hold all funds collected and received pursuant to each Mortgage Loan which constitute Escrow Payments separate and apart from any of its own funds and general assets and shall establish and maintain one or more Escrow Accounts, in the form of time deposit or demand accounts. The Seller shall deposit in the Escrow Account or Accounts on a daily basis, and retain therein, (i) all Escrow Payments collected on account of the Mortgage Loans, for the purpose of effecting timely payment of any such items as required under the terms of this Agreement, and (ii) all Insurance Proceeds which are to be applied to the restoration or repair of any Mortgaged Property. The Seller shall make withdrawals therefrom only to

effect such payments as are required under this Agreement, and for such other purposes as shall be as set forth or in accordance with Subsection 11.11. To the extent required by law, the Seller shall pay interest on escrowed funds to the Mortgagor.

11.10 Permitted Withdrawals From Escrow Account. Withdrawals from the related Escrow Account may be made by the Seller (i) to effect timely payments of ground rents, taxes, assessments, water rates, hazard insurance premiums, Primary Insurance Policy premiums, if applicable, and comparable items, (ii) to refund to the Mortgagor any funds as may be determined to be overages, (iii) for transfer to the related Custodial Account in accordance with the terms of this Agreement, (iv) for application to restoration or repair of the Mortgaged Property, or (v) to pay to the Mortgagor to the extent required by law, any interest paid on the funds deposited in the Escrow Account.

11.11 Payment of Taxes, Insurance and Other Charges; Maintenance of Primary Insurance Policies and LPMI Policies; Collections Thereunder for First Lien Mortgage Loans. With respect to each First Lien Mortgage Loan, the Seller shall maintain accurate records reflecting the status of ground rents, taxes, assessments, water rates and other charges which are or may become a lien upon the Mortgaged Property and the status of Primary Insurance Policy and LPMI Policy premiums and fire and hazard insurance coverage and shall obtain, from time to time, all bills for the payment of such charges, including insurance renewal premiums and shall effect payment thereof prior to the applicable penalty or termination date, employing for such purpose deposits of the Mortgagor in the related Escrow Account which shall have been estimated and accumulated by the Seller in amounts sufficient for such purposes, as allowed under the terms of the Mortgage and applicable law.

The Seller shall maintain in full force and effect, a Primary Insurance Policy, with respect to each First Lien Mortgage Loan for which such coverage is required. Such coverage shall be maintained until the Loan-to-Value Ratio of the related Mortgage Loan is reduced to that amount for which Freddie Mac no longer requires such insurance to be maintained. The Seller will not cancel or refuse to renew any Primary Insurance Policy in effect on the related Closing Date that is required to be kept in force under this Agreement unless a replacement Primary Insurance Policy or LPMI Policy for such cancelled or non-renewed policy is obtained. The Seller shall not take any action which would result in non-coverage under any applicable Primary Insurance Policy or LPMI Policy of any loss which, but for the actions of the Seller, would have been covered thereunder. If such Primary Insurance Policy is terminated as a result of such assumption or substitution of liability, the Seller shall obtain a replacement Primary Insurance Policy as provided above.

In connection with its activities as servicer, the Seller agrees to prepare and present, on behalf of itself, and the Purchaser, claims to the insurer under any Primary Insurance Policy or LPMI Policy in a timely fashion in accordance with the terms of such policies and, in this regard, to take such action as shall be necessary to permit recovery under any Primary Insurance Policy or LPMI Policy respecting a defaulted First Lien Mortgage Loan. Pursuant to Subsection 11.07, any amounts collected by the Seller under any Primary Insurance Policy or LPMI Policy shall be deposited in the related Custodial Account.

11.12 Reserved

11.13 Maintenance of Hazard Insurance for First Lien Mortgage Loans. The Seller shall cause to be maintained for each Mortgage Loan fire and hazard insurance with extended coverage as is customary in the area where the Mortgaged Property is located in an amount which is at least equal to the lesser of (i) the amount necessary to fully compensate for any damage or loss to the improvements which are a part of such property on a replacement cost basis or (ii) the outstanding principal balance of such Mortgage Loan, in each case in an amount not less than such amount as is necessary to prevent the Mortgagor and/or the Mortgagee from becoming a co-insurer. If the Mortgaged Property is in an area identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency as having special flood hazards and such flood insurance has been made available, the Seller will cause to be maintained a flood insurance policy meeting the requirements of the current

guidelines of the Federal Insurance Administration with a generally acceptable insurance carrier, in an amount representing coverage not less than the greater of (i) the lesser of (a) the outstanding principal balance of such Mortgage Loan (plus any additional amount required to prevent the Mortgagor from being deemed a co-insurer) or (b) the amount necessary to fully compensate for any damage or loss to the improvements which are a part of such property on a replacement cost basis, or (ii) the maximum amount of insurance which is available under the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended. The Seller also shall maintain on any REO Property, fire and hazard insurance with extended coverage in an amount which is at least equal to the lesser of (i) the maximum insurable value of the improvements which are a part of such property and (ii) the outstanding principal balance of the related Mortgage Loan at the time it became an REO Property plus accrued interest at the Mortgage Interest Rate and related Servicing Advances, liability insurance and flood insurance in an amount which is at least equal to the greater of (i) the lesser of (a) the outstanding principal balance of the First Lien Mortgage Loan (plus any additional amount required to prevent the Mortgagor from being deemed a co-insurer), or (b) the amount necessary to fully compensate for any damage or loss to the improvements which are a part of such property on a replacement cost basis, or (ii) the maximum amount of insurance which is available under the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended. Pursuant to Subsection 11.07, any amounts collected by the Seller under any such policies other than amounts to be deposited in the Escrow Account and applied to the restoration or repair of the Mortgaged Property or REO Property, or released to the Mortgagor in accordance with the Seller's normal servicing procedures, shall be deposited in the related Custodial Account. Any cost incurred by the Seller in maintaining any such insurance shall not, for the purpose of calculating distributions to the Purchaser, be added to the unpaid principal balance of the related Mortgage Loan, notwithstanding that the terms of such Mortgage Loan so permit. It is understood and agreed that no earthquake or other additional insurance need be required by the Seller of the Mortgagor or maintained on property acquired in respect of the Mortgage Loan, other than pursuant to such applicable laws and regulations as shall at any time be in force and as shall require such additional insurance. All such policies shall be endorsed with standard mortgagee clauses with loss payable to the Seller, and shall provide for at least thirty days prior written notice of any cancellation, reduction in the amount of, or material change in, coverage to the Seller.

11.14 Maintenance of Mortgage Impairment Insurance Policy. In the event that the Seller shall obtain and maintain a mortgage impairment or blanket policy issued by an issuer that has a Best rating of A:VI insuring against hazard losses on all Mortgaged Properties securing the Mortgage Loans, then, to the extent such policy provides coverage in an amount equal to the amount required pursuant to Subsection 11.13 and otherwise complies with all other requirements of Subsection 11.13, the Seller shall conclusively be deemed to have satisfied its obligations as set forth in Subsection 11.13, it being understood and agreed that such policy may contain a deductible clause, in which case the Seller shall, in the event that there shall not have been maintained on the related Mortgaged Property or REO Property a policy complying with Subsection 11.13, and there shall have been one or more losses which would have been covered by such policy, deposit in the related Custodial Account the amount not otherwise payable under the blanket policy because of such deductible clause. In connection with its activities as servicer of the Mortgage Loans, the Seller agrees to prepare and present, on behalf of the Purchaser, claims under any such blanket policy in a timely fashion in accordance with the terms of such policy. Upon request of the Purchaser, the Seller shall cause to be delivered to the Purchaser a certified true copy of such policy and a statement from the insurer thereunder that such policy shall in no event be terminated or materially modified without thirty days prior written notice to the Purchaser.

11.15 Fidelity Bond, Errors and Omissions Insurance. The Seller shall maintain, at its own expense, a blanket fidelity bond and an errors and omissions insurance policy, with broad coverage with responsible companies that would meet the requirements prescribed by Freddie Mac on all officers, employees or other persons acting in any capacity with regard to the Mortgage Loans to handle funds, money, documents and papers relating to the Mortgage Loans. The fidelity bond and errors and omissions insurance shall be in the form of the Mortgage Banker's Blanket Bond and shall protect and insure the Seller against losses, including forgery, theft, embezzlement, fraud, errors and omissions and negligent

acts of such persons. Such fidelity bond shall also protect and insure the Seller against losses in connection with the failure to maintain any insurance policies required pursuant to this Agreement and the release or satisfaction of a Mortgage Loan without having obtained payment in full of the indebtedness secured thereby. No provision of this Subsection 11.16 requiring the fidelity bond and errors and omissions insurance shall diminish or relieve the Seller from its duties and obligations as set forth in this Agreement. The minimum coverage under any such bond and insurance policy shall be at least equal to the corresponding amounts required by Freddie Mac. The Seller shall deliver to the Purchaser a certified true copy of the fidelity bond and insurance policy and a statement from the surety and the insurer that such fidelity bond or insurance policy shall in no event be terminated or materially modified without thirty days' prior written notice to the Purchaser.

11.16 Title, Management and Disposition of REO Property. In the event that title to the Mortgaged Property is acquired in foreclosure or by deed in lieu of foreclosure, the deed or certificate of sale shall be taken in the name of the person designated by the Purchaser, or in the event such person is not authorized or permitted to hold title to real property in the state where the REO Property is located, or would be adversely affected under the "doing business" or tax laws of such state by so holding title, the deed or certificate of sale shall be taken in the name of such Person or Persons as shall be consistent with the advice of counsel obtained by the Seller from an attorney duly licensed to practice law in the state where the REO Property is located. Any Person or Persons holding such title other than the Purchaser shall acknowledge in writing that such title is being held as nominee for the benefit of the Purchaser.

The Seller shall either itself or through an agent selected by the Seller, manage, conserve, protect and operate each REO Property (and may temporarily rent the same) in the same manner that it manages, conserves, protects and operates other foreclosed property for its own account, and in the same manner that similar property in the same locality as the REO Property is managed. Seller may charge reasonable fees for the foreclosure or deed in lieu of foreclosure of any Mortgaged Property and shall be entitled to payment thereof from proceeds, revenue, sale and REO Disposition of the related REO Property. The Seller shall cause each REO Property to be inspected promptly upon the acquisition of title thereto and shall cause each REO Property to be inspected at least annually thereafter. The Seller shall make or cause to be made a written report of each such inspection. Such reports shall be retained in the Mortgage File and copies thereof shall be forwarded by the Seller to the Purchaser. The Seller shall use its best efforts to dispose of the REO Property as soon as possible.

With respect to each REO Property, the Seller shall segregate and hold all funds collected and received in connection with the operation of the REO Property separate and apart from its own funds or general assets and shall establish and maintain a separate REO Account for each REO Property.

The Seller shall deposit or cause to be deposited, on a daily basis in each REO Account all revenues received with respect to the related REO Property and shall withdraw therefrom funds necessary for the proper operation, management and maintenance of the REO Property, including the cost of maintaining any hazard insurance pursuant to Subsection 11.13 hereof and the fees of any managing agent acting on behalf of the Seller. The Seller shall not be entitled to retain interest paid or other earnings, if any, on funds deposited in such REO Account. On or before each Determination Date, the Seller shall withdraw from each REO Account and deposit into the Custodial Account the net income from the REO Property on deposit in the REO Account.

The Seller shall furnish to the Purchaser on each Distribution Date, an operating statement for each REO Property covering the operation of each REO Property for the previous month. Such operating statement shall be accompanied by such other information as the Purchaser shall reasonably request.

Each REO Disposition shall be carried out by the Seller at such price and upon such terms and conditions as the Seller deems to be in the best interest of the Purchaser only with the prior written consent of the Purchaser. If as of the date title to any REO Property was acquired by the Seller there were outstanding unreimbursed Servicing Advances with respect to the REO Property, the Seller, upon an REO Disposition

of such REO Property, shall be entitled to reimbursement for any related unreimbursed Servicing Advances from proceeds received in connection with such REO Disposition. The proceeds from the REO Disposition, net of any payment to the Seller as provided above, shall be deposited in the REO Account and shall be transferred to the Custodial Account on the Determination Date in the month following receipt thereof for distribution on the succeeding Distribution Date in accordance with Subsection 11.17.

11.17 Distributions. On each Distribution Date that occurs during the Interim Servicing Period, if any, the Seller shall distribute to the Purchaser all amounts credited to the related Custodial Account as of the close of business on the preceding Determination Date. All distributions made to the Purchaser on each Distribution Date will be made to the Purchaser of record on the preceding Record Date, and shall be based on the Mortgage Loans owned and held by the Purchaser, and shall be made by wire transfer of immediately available funds to such account as designated by the Purchaser in writing.

11.18 Remittance Reports. No later than the fifth Business Day of each month, the Seller shall, during the Interim Servicing Period, furnish to the Purchaser or its designee an electronic (which shall be provided in Excel format) a copy of the monthly data in the form of report customarily used by the Seller in reporting servicing data. No later than three Business Days following each Determination Date, the Seller shall deliver to the Purchaser or its designee by telecopy (or by such other means as the Seller and the Purchaser may agree from time to time) an electronic copy of the determination data with respect to the related Distribution Date, together with such other information with respect to the Mortgage Loans as the Purchaser may reasonably require to allocate distributions made pursuant to this Agreement and provide appropriate statements with respect to such distributions.

11.19 Statements to the Purchaser. Not later than fifteen days after each Distribution Date, during the Interim Servicing Period, the Seller shall forward to the Purchaser or its designee a statement prepared by the Seller setting forth the status of the Custodial Account as of the close of business on such Distribution Date and showing, for the period covered by such statement, the aggregate amount of deposits into and withdrawals from the Custodial Account of each category of deposit specified in Subsection 11.07.

11.20 Satisfaction of Mortgages and Release of Mortgage Files. Upon the payment in full of any Mortgage Loan, or the receipt by the Seller of a notification that payment in full will be escrowed in a manner customary for such purposes, the Seller will immediately notify the Purchaser by a certification of a servicing officer of the Seller (a "Servicing Officer"), which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment which are required to be deposited in the Custodial Account pursuant to Subsection 11.07 have been or will be so deposited, and shall request execution of any document necessary to satisfy the Mortgage Loan and delivery to it of the portion of the Mortgage File held by the Purchaser or the Purchaser's designee. Upon receipt of such certification and request, the Purchaser, shall promptly release the related mortgage documents to the Seller and the Seller shall prepare and process any satisfaction or release. No expense incurred in connection with any instrument of satisfaction or deed of reconveyance shall be chargeable to the Custodial Account or the Purchaser.

From time to time and as appropriate for the servicing of the Mortgage Loan, including for this purpose collection under any Primary Insurance Policy or LPMI Policy, the Purchaser shall, upon request of the Seller and delivery to the Purchaser of a servicing receipt signed by a Servicing Officer, release the requested portion of the Mortgage File held by the Purchaser to the Seller. Such servicing receipt shall obligate the Seller to return the related Mortgage documents to the Purchaser when the need therefor by the Seller no longer exists, unless the Mortgage Loan has been liquidated and the Liquidation Proceeds relating to the Mortgage Loan have been deposited in the Custodial Account or the Mortgage File or such document has been delivered to an attorney, or to a public trustee or other public official as required by law, for purposes of initiating or pursuing legal action or other proceedings for the foreclosure of the Mortgaged Property either judicially or non-judicially, and the Seller has delivered to the Purchaser a certificate of a Servicing Officer certifying as to the name and address of the Person to which such Mortgage File or such document was delivered and the purpose or purposes of such delivery. Upon

receipt of a certificate of a Servicing Officer stating that such Mortgage Loan was liquidated, the servicing receipt shall be released by the Purchaser to the Seller.

11.21 Reserved.

11.22 Notification of Adjustments. On each Adjustment Date, the Seller shall make interest rate adjustments for each Adjustable Rate Mortgage Loan in compliance with the requirements of the related Mortgage and Mortgage Note. The Seller shall execute and deliver the notices required by each Mortgage and Mortgage Note regarding interest rate adjustments. The Seller also shall provide timely notification to the Purchaser of all applicable data and information regarding such interest rate adjustments and the Seller's methods of implementing such interest rate adjustments. Upon the discovery by the Seller or the Purchaser that the Seller has failed to adjust a Mortgage Interest Rate or a Monthly Payment pursuant to the terms of the related Mortgage Note and Mortgage, the Seller shall immediately deposit in the Custodial Account from its own funds the amount of any interest loss caused thereby without reimbursement therefor.

11.23 Access to Certain Documentation. The Seller shall provide to the Office of Thrift Supervision, the FDIC and any other federal or state banking or insurance regulatory authority that may exercise authority over the Purchaser access to the documentation regarding the Mortgage Loans serviced by the Seller required by applicable laws and regulations. Such access shall be afforded without charge, but only upon reasonable request and during normal business hours at the offices of the Seller. In addition, access to the documentation will be provided to the Purchaser and any Person identified to the Seller by the Purchaser without charge, upon reasonable request during normal business hours at the offices of the Seller.

11.24 Reports and Returns to be Filed by the Seller. During the Interim Servicing Period, the Seller shall file information reports with respect to the receipt of mortgage interest received in a trade or business, reports of foreclosures and abandonments of any Mortgaged Property and information returns relating to cancellation of indebtedness income with respect to any Mortgaged Property as required by Sections 6050H, 6050J and 6050P of the Code. Such reports shall be in form and substance sufficient to meet the reporting requirements imposed by such Sections 6050H, 6050J and 6050P of the Code.

11.25 Document Fee. If, after twelve (12) months from the Servicing Transfer Date, Purchaser requests Mortgage Loan documents or files from the Seller that Seller has previously delivered to Purchaser, the Purchaser shall remit to Seller a fee of \$50 per Mortgage Loan for which Purchaser requests documents plus actual costs of courier and delivery fees..

11.26 Superior Liens. If the Seller is notified that any superior lienholder has accelerated or intends to accelerate the obligations secured by the superior lien, or has declared or intends to declare a default under the superior mortgage or the promissory note secured thereby, or has filed or intends to file an election to have the Mortgaged Property sold or foreclosed, the Seller shall take whatever actions are necessary to protect the interests of the Purchaser, and/or to preserve the security of the related Mortgage Loan. The Seller shall make a Servicing Advance of the funds necessary to cure the default or reinstate the superior lien upon the written approval of the Purchaser.

The Seller, in its capacity as servicer, may consent to the refinancing of the prior senior lien, provided that it obtains the written approval of the Purchaser.

11.27 Servicing Transfer. At the end of the Interim Servicing Period, the Purchaser, or its designee, shall assume all servicing responsibilities related to the Mortgage Loans and the Seller shall cease all servicing responsibilities related to the Mortgage Loans. During the Interim Servicing Period, the Seller shall, at its cost and expense, take such steps as may be necessary or appropriate to effectuate and evidence the transfer of the servicing of the related Mortgage Loans to the Purchaser, or its designee, including, but not limited to, distributing "goodbye letters" no later than fifteen (15) calendar days prior to

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the related servicing transfer date. The Seller agrees to execute and deliver such instruments and take such actions as the Purchaser, or its designee, may reasonably request from time to time to carry out the servicing transfer.

Exhibit B – Assignment and Conveyance dated June 30, 2009

EXHIBIT D

ASSIGNMENT & CONVEYANCE

On this 30th day of June, 2009 (the "Closing Date"), Taylor, Bean & Whitaker Mortgage Corp. (the "Seller"), as Seller under that certain Mortgage Loan Purchase and Sale Agreement, dated as of the 29th day of June, 2009 (the "Agreement"), does hereby sell, transfer, assign, set over and convey to MountainView Capital Mortgage Trust, as Purchaser under the Agreement, without recourse, but subject to the terms of the Agreement, all rights, title and interest of the Seller in and to the Mortgage Loans listed on the Mortgage Loan Schedule attached hereto as Exhibit A, together with the related Mortgage Files and all rights and obligations arising under the documents contained therein. The ownership of each Mortgage Note, Mortgage, and the contents of the Mortgage File and Servicing File is vested in the Purchaser and the ownership of all records and documents with respect to the related 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 such custodial capacity only.

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

**TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.**

(Seller)

By: 

Name: Jeremy Collett

Title: EVP Capital Markets

SELLER: Taylor Bean & Whitaker
PURCHASER: MountainView Capital Mortgage Trust
CLOSING DATE: 30-Jun-09
CUTOFF DATE: 26-Jun-09
MV DEAL # 5017L

FUNDING SCHEDULE (30/360 ASSUMPTION, GROSS RATE)

LOAN#	NAME	LOAN TYPE	GROSS RATE	SERV FEE	NET RATE	ACTUAL BALANCE	CURRENT BALANCE	PRCNT SOLD	TRANSACTION BALANCE	PURCHASE PRICE	PURCHASE PRINCIPAL	PURCHASE PREM/(DISC)	NEXT DUE DATE (act)	CUT-OFF DATE
335501	██████████	Conv	8.375	0.000	8.375	\$ 50,613.04	\$ 50,613.04	100%	\$ 50,613.04	57.000%	\$ 28,849.43	\$ (21,763.61)	7/1/2009	6/26/09
7093915	██████████	Conv	6.5	0.000	6.500	\$ 378,294.77	\$ 378,294.77	100%	\$ 378,294.77	51.000%	\$ 192,930.33	\$ (185,364.44)	7/1/2009	6/26/09
1632624	██████████	Conv	1	0.000	1.000	\$ 157,218.83	\$ 157,218.83	100%	\$ 157,218.83	40.000%	\$ 62,887.53	\$ (94,331.30)	7/1/2009	6/26/09
1818507	██████████	Conv	7.375	0.000	7.375	\$ 212,118.24	\$ 212,118.24	100%	\$ 212,118.24	41.000%	\$ 86,968.48	\$ (125,149.76)	7/1/2009	6/26/09
7003737	██████████	Conv	6.75	0.000	6.750	\$ 328,002.91	\$ 328,002.91	100%	\$ 328,002.91	50.000%	\$ 164,001.46	\$ (164,001.45)	7/1/2009	6/26/09
1785130	██████████	Conv	7.5	0.000	7.500	\$ 206,942.71	\$ 206,942.71	100%	\$ 206,942.71	36.000%	\$ 74,499.38	\$ (132,443.33)	7/1/2009	6/26/09
327336	██████████	Conv	9.625	0.000	9.625	\$ 112,389.40	\$ 112,389.40	100%	\$ 112,389.40	38.000%	\$ 42,707.97	\$ (69,681.43)	7/1/2009	6/26/09
1967557	██████████	Conv	7.5	0.000	7.500	\$ 124,014.50	\$ 124,014.50	100%	\$ 124,014.50	38.000%	\$ 47,125.51	\$ (76,888.99)	6/1/2009	6/26/09
7006162	██████████	Conv	7	0.000	7.000	\$ 679,646.45	\$ 679,646.45	100%	\$ 679,646.45	36.000%	\$ 244,672.72	\$ (434,973.73)	7/1/2009	6/26/09
1750821	██████████	Conv	6.75	0.000	6.750	\$ 390,000.00	\$ 390,000.00	100%	\$ 390,000.00	34.000%	\$ 132,600.00	\$ (257,400.00)	6/1/2009	6/26/09
1125586	██████████	Conv	6	0.000	6.000	\$ 95,739.12	\$ 95,739.12	100%	\$ 95,739.12	34.000%	\$ 32,551.30	\$ (63,187.82)	7/1/2009	6/26/09
2506155	██████████	Conv	7.625	0.000	7.625	\$ 65,302.96	\$ 65,302.96	100%	\$ 65,302.96	31.000%	\$ 20,243.92	\$ (45,059.04)	7/1/2009	6/26/09
12			6.7296	-	6.7296	\$ 2,800,282.93	\$ 2,800,282.93	100%	\$ 2,800,282.93	40.354%	\$ 1,130,038.03	\$ (1,670,244.90)		

Wire Instructions: ABA # 0620-0131-9

Attn: Mortgage Warehouse Lending Division
Orlando, FL (407)-835-6700
For Credit to: Taylor, Bean & Whitaker
Investor Funding Account # 8026069354

Exhibit C – Final Remittance Report

Final Remittance Due 5017L

[illegible]



VIA OVERNIGHT MAIL

June 4, 2010

BMC Group, Inc.
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing
18750 Lake Drive East
Chanhassen, Minnesota 55317

Re: Proofs of Claim (3)
Filed by MountainView Capital Mortgage Trust

Dear Sir/Madam:

Enclosed on behalf of MountainView Capital Mortgage Trust ("MountainView") please find three (3) Proofs of Claim seeking the distribution to MountainView on behalf of numerous borrowers principal and interest payments made by these borrowers to Taylor, Bean & Whitaker Mortgage Corp. ("TBW") related to mortgage loans that were purchased by MountainView Capital Mortgage Trust in three separate mortgages loan purchase transactions. As further detailed in the Proofs of Claim, MountainView is seeking the distribution of these funds so that they can be properly credited to the borrowers' mortgage loan accounts.

It is our understanding that on or before June 15, 2010, TBW representatives will be filing with the US Bankruptcy Court for the Middle District of Florida, a Reconciliation Report that is expected to include a detailed accounting of these funds and a plan for distribution.

Please date stamp the enclosed copies of the Proof of Claim forms and return them in the enclosed, pre-addressed and prepaid UPS package.

Very truly yours,

A handwritten signature in black ink, appearing to read "Susan E. Bow".

Susan E. Bow, Esq.
SVP & General Counsel

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