
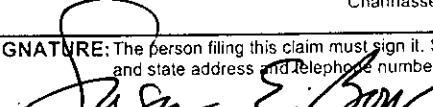


UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION		PROOF OF CLAIM	
In re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property If necessary, please cross out pre-printed address and write in change of address. 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 \$ 27,323.71 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
2. BASIS FOR CLAIM: Borrower funds held in trust		(See instructions #2 and #3a on reverse side.) 3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 3a. Debtor may have scheduled account as: N/A	
4. SECURED CLAIM (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Property: \$ Annual Interest Rate: % if any: \$ JUN 07 2010 Basis for Perfection:		Secured Claim Amount: \$ Unsecured Claim Amount: \$ Amount of arrearage and other charges as of time case filed Included in secured claim, DO NOT include the priority portion of your claim here. JACKSONVILLE, FLORIDA Include <u>ONLY</u> the priority portion of your unsecured claim here.	
5. PRIORITY CLAIM <input type="checkbox"/> Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (). * 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.		CLERK, U. S. BANKRUPTCY COURT \$ MIDDLE DISTRICT OF FLORIDA Unsecured Priority Claim Amount: \$ Include <u>ONLY</u> the priority portion of your unsecured claim here.	
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. SUPPORTING DOCUMENTS: <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). By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020		THIS SPACE FOR COURT USE ONLY T, B & W Mortgage Corp.  01702	
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 6/8/10 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.  Scanned: 6/7/2010 1:23:39 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 #4984 D****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 23, 2009. A copy of the Flow Sale and Servicing Agreement (the "Purchase Agreement") dated April 28, 2009 between MountainView and Taylor, Bean & Whitaker Mortgage Corp. ("TBW") is attached as Exhibit A and a copy of the Memorandum of Sale dated June 23, 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
1459500	\$858.23	\$219.28	\$0.00
1459500	0.00	0.00	200.00
1732718	5,240.53	629.59	0.00
1784993	2,538.81	470.65	0.00
2177502	1,132.78	0.00	0.00
2177502	1,132.78	0.00	0.00
7022204	2,608.95	464.11	0.00
7046932	3,021.04	2,464.03	0.00
7078318	1,055.81	236.11	0.00
7079315	1,419.46	347.81	0.00
7079315	0.00	0.00	30.83
7110160	765.97	138.64	0.00
7111279	2,078.25	270.05	0.00
Total	\$21,852.61	\$5,240.27	\$230.83

Interest	\$21,852.61
Principle	5,240.27
Curtailment	<u>230.83</u>
Total Remittance	\$27,323.71

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

Continuation Sheet – Page 2

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 Agreement dated April 28, 2009

Exhibit B – Memorandum of Sale and Funding Schedule dated June 23, 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 Agreement dated April 28, 2009

FLOW SALE AND SERVICING AGREEMENT

This FLOW SALE AND SERVICING AGREEMENT dated as of the 28th day of April, 2009 (the "Agreement") is made by and between MountainView Mortgage Fund Trust III ("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."

WITNESSETH:

WHEREAS, the Purchaser has agreed to purchase from time to time from the Seller and the Seller has agreed to sell from time to time to the Purchaser first lien adjustable and fixed rate mortgage loans;

WHEREAS, the Mortgage Loans will be sold by the Seller and purchased by the Purchaser as pools or groups of whole loans, servicing released (each, a "Mortgage Loan Package") on each Closing Date as provided herein or in the related Purchase Price and Terms Letter;

WHEREAS, each of the Mortgage Loans as of the related Closing Date will be secured by a mortgage, deed of trust or other security instrument creating a first lien on a residential dwelling located in the jurisdiction indicated on the related Mortgage Loan Schedule for the related Mortgage Loan Package, which will be annexed to a Memorandum of Sale (as defined herein) on the related Closing Date; and

WHEREAS, the Purchaser and the Seller wish to prescribe the manner of purchase of the Mortgage Loans and the conveyance, servicing and control of the Mortgage Loans; and

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Purchaser and the Seller 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.

2.1. Agreement to Purchase. In exchange for the payment of the Purchase Price on the related Closing Date, the Seller agrees to sell and the Purchaser agrees to purchase, without recourse, but subject to the terms of this Agreement, on a servicing released basis, all of the right, title and interest of the Seller in and to the Mortgage Loans in a Mortgage Loan Package having an aggregate Stated Principal Balance on the related Cut-off Date in an amount as set forth in the related Purchase Price and Terms Letter, or in such other amount as agreed by the Purchaser and the Seller. The Seller shall deliver the Mortgage Loan Schedule for the related Mortgage Loan Package to be purchased on the related Closing Date to the Purchaser at least two (2) Business Days prior to such Closing Date.

2.2. Purchase Price. The "Purchase Price" for each Mortgage Loan Package shall be equal to (i) the product of (A) the percentage of par as stated in or as otherwise calculated pursuant to the related Purchase Price and Terms Letter (subject to adjustment as provided therein) times (B) the aggregate Stated Principal Balance of such Mortgage Loan Package as of the related Cut-off Date, (ii) plus accrued interest on the aggregate Stated Principal Balance of the related Mortgage Loan Package at the weighted

average Mortgage Loan Remittance Rate from the related Cut-off Date through the day prior to the related Closing Date, inclusive. Such payments shall be made to the account designated by the Seller by wire transfer of immediately available funds on the related Closing Date.

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, (2) all payments of interest on the Mortgage Loans, and (3) all prepayment premiums. All payments of principal and interest due on a Due Date following the Closing Date shall belong to the Purchaser and shall be deposited into the Custodial Account.

3. Mortgage Files; Books and Records.

3.1. Examination of Mortgage Files. The Seller shall (a) deliver to the Purchaser in escrow, for examination with respect to each Mortgage Loan to be purchased, 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 in the Purchase Price and Terms Letter. If the Purchaser makes such examination prior to the Closing Date and identifies any Mortgage Loans that do not conform to the terms of the Purchase Price and Terms Letter, such Mortgage Loans may, at the Purchaser's option, be rejected for purchase by the Purchaser. The Purchaser may reject any or all Mortgage Loans that, in its reasonable discretion, it deems as unsatisfactory. The Purchaser may purchase all or part of any Mortgage Loan Package without conducting any partial or complete examination.

3.2. Conveyance of Mortgage Loans; Servicing Files. The Seller, simultaneously with the payment of the related Purchase Price, shall execute and deliver to the Purchaser an Assignment and Conveyance with respect to the related Mortgage Loan Package B. The Servicing File retained by the Seller with respect to each Mortgage Loan pursuant to this Agreement shall be appropriately identified in the Seller's computer system to reflect clearly the sale of such related Mortgage Loan to the Purchaser. The Seller shall release from its custody the contents of any Servicing File retained by it only in accordance with this Agreement.

3.3. MERS. 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.

3.4. Books and Records. Record title to each Mortgage and the related Mortgage Note as of the related Closing Date shall be in the name of the Purchaser or one or more designees of the Purchaser, as the Purchaser shall designate. Notwithstanding the foregoing, beneficial ownership of each Mortgage and the related Mortgage Note shall be vested solely in the Purchaser or the appropriate designee of the Purchaser, as the case may be. All rights arising out of the Mortgage Loans shall be vested in the Purchaser or one or more designees of the Purchaser; provided, however, that all such payments of principal and interest received on or in connection with a Mortgage Loan as provided in Section 2 shall be received and held by the Seller in trust for the benefit of the Purchaser as the owner of the Mortgage Loans pursuant to the terms of this Agreement.

4. Delivery of Mortgage Loan Documents.

4.1. Delivery and Release. Within two (2) Business Days after such Closing Date and Seller's receipt of the Purchase Price, the Seller shall deliver and release to the Purchaser those Mortgage Loan Documents as required by this Agreement and the related Purchase Price and Terms Letter with respect to each Mortgage Loan to be purchased and sold on the related Closing Date and set forth on the related Mortgage Loan Schedule delivered with such Mortgage Loan Documents. Prior to delivering and releasing the Mortgage Loan Documents to Purchaser, but after Seller receives the Purchase Price, the Mortgage Loan Documents shall be held for the benefit of Purchaser pursuant to the terms of Reverse Bailee Letter as executed between Seller, Purchaser and Seller's custodian.

4.2. Assumption and Assignment. The Seller shall forward to the Purchaser original documents evidencing an assumption, modification, consolidation or extension of any Mortgage Loan entered into in accordance with this Agreement within two weeks of their execution, provided, however, that the Seller shall provide the Purchaser with a certified true copy of any such document submitted for recordation within two weeks of its execution, and shall provide the original of any document submitted for recordation or a copy of such document certified by the appropriate public recording office to be a true and complete copy of the original within one hundred twenty (120) days of its submission for recordation; provided further, that if the original or copy of any document submitted for recordation to the appropriate recording office is not delivered to the Purchaser or its designee within such one hundred twenty (120) days of submission due to a delay at the applicable recording office, the Seller shall deliver to the Purchaser a written certification certifying that the delay in delivering the original recorded document to the Purchaser is due solely to delays at the applicable recording office and that the Seller shall deliver the original recorded documents no later than twelve (12) months after the Closing Date.

5. Closing. The closing for the purchase and sale of each Mortgage Loan Package shall take place on the respective Closing Date. The closing shall be either: by telephone, confirmed by letter or telefax (which may be delivered by electronic transmission) as the parties shall agree, or conducted in person, at such place as the parties may agree.

5.1. Closing Conditions. The closing for each Mortgage Loan Package shall be subject to the satisfaction of each of the following conditions:

- a. the Seller shall have delivered to the Purchaser the related Mortgage Loan Schedule and an electronic data file containing information on a loan-level basis as of the related Cut-off Date;
- b. all of the representations and warranties of the Seller under this Agreement shall be true and correct as of the related Closing Date in all material respects;
- c. the Seller, Purchaser and Seller's custodian shall have executed a Reverse Bailee Letter that shall set forth the delivery requirements as to the Mortgage Loan Documents for the related Mortgage Loans;
- d. the Purchaser shall have received, or the Purchaser's attorneys shall have received in escrow, all Closing Documents as specified in this Section 5, duly executed by all signatories other than the Purchaser as required pursuant to the terms hereof; and

- e. all other terms and conditions of this Agreement and the related Purchase Price and Terms Letter to be satisfied by the Seller shall have been complied with in all material respects.

Upon satisfaction of the foregoing conditions, the Purchaser shall pay to the Seller on such Closing Date the Purchase Price for the related Mortgage Loan Package, including accrued interest pursuant to this Agreement.

5.2. 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 and shall be on the Closing Date or such other date as the parties shall agree.

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

- a. the related Memorandum of Sale;
- b. the related Purchase Price and Terms Letter; and
- c. funding memorandum setting forth the Purchase Price.

6. Seller's Representations and Warranties.

6.1. Seller's Representations and Warranties Regarding the Mortgage Loans. Seller represents and warrants to Purchaser as to each Mortgage Loan, as of the date Purchaser purchases such Mortgage Loans:

- a. 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.
- b. Mortgage Loan Schedule. The information set forth in the related Mortgage Loan Schedule is complete, true and correct in all material respects.
- c. Impairment; Waiver. The terms of the Mortgage Note and the Mortgage have not been impaired, waived, altered or modified in any respect, except by written instruments which have been recorded to the extent any such recordation is required by law, or, necessary to protect the interest of the Purchaser. No instrument of waiver, alteration or modification has

been executed, and no Mortgagor has been released, in whole or in part, from the terms thereof except in connection with an assumption agreement and which assumption agreement is part of the Mortgage File and the terms of which are reflected in the related Mortgage Loan Schedule; the substance of any such waiver, alteration or modification has been approved by the issuer of any related Primary Mortgage Insurance Policy and title insurance policy, to the extent required by the related policies.

- d. 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.
- e. Fees and Expenses Paid; No Modifications. The unpaid principal balance as of the Cut-off Date of the Mortgage Loan is 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, as set forth in the Mortgage Loan Schedule, the Mortgage Loan is current and not in default. With respect to each Mortgage Loan, except as otherwise disclosed on the Mortgage Loan Schedule, there has been no more than one delinquency during the preceding twelve month period and such delinquency did not last more than 30 days.
- f. Valid Liens. Each Mortgage Loan is a valid First Lien on the Mortgaged Property, 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.
- g. Free of Liens. There are no mechanics' or similar liens or claims which have been filed for work, labor or material (and no rights outstanding that under law could give rise to such liens) affecting the related Mortgaged Property which are or may be liens prior to, or equal or coordinate with, to the lien of the related Mortgage, respectively.
- h. 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.

- i. Title 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.
- j. Hazard Insurance. There is in force for each Mortgage Loan valid hazard insurance policy coverage and, where applicable, valid flood insurance policy coverage.
- k. 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.
- l. No Defenses. The Mortgagor has no rights of rescission, set-offs, counter-claims or defenses to the Note or Mortgage securing the Note arising from the acts or omissions of Seller.
- m. Originals. 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.
- n. 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.
- o. 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.
- p. 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.
- q. Insolvency. The Mortgagor is not the subject of any bankruptcy proceeding and to the Seller's knowledge, the Mortgagor is not insolvent.

- r. Environmental Law. To Seller's knowledge, there is no violation of any environmental law, rule or regulation with respect to the Mortgaged Property.
- s. Ground Lease. Except as otherwise disclosed on the Mortgage Loan Schedule, none of the Mortgaged Properties is subject to a ground lease. With respect to any ground lease to which a Mortgaged Property may be subject such ground lease satisfies the requirements of the Freddie Mac Guides.
- t. Acceleration. The Mortgage contains an enforceable provision for the acceleration of the payment of the unpaid principal balance of the Mortgage Loan in the event that the Mortgaged Property is sold or transferred without the prior written consent of the mortgagee thereunder;
- u. Customary and Enforceable Provisions. The Mortgage contains customary and enforceable provisions to render the rights and remedies of the holder thereof adequate for the realization against the Mortgaged Property of the benefits of the security intended to be provided thereby, including, (i) in the case of a Mortgage designated as a deed of trust, by trustee's sale, and (ii) otherwise by judicial foreclosure. There is no other exemption available to the Mortgagor that would interfere with the right to sell the Mortgaged Property at a trustee's sale or the right to foreclose the Mortgage. The Mortgagor has not notified Seller and Seller has no knowledge of any relief requested or allowed to the Mortgagor under the Servicemember's Relief Act of 1940 or similar state statutes;
- v. Tax Service Contract/Flood Service Contract. Each Mortgage Loan is covered by a valid and transferable tax and flood service contract with either First American or LandAmerica;
- w. No Pending Litigation. To the best of Seller's knowledge there is no action, suit, proceeding, investigation or litigation pending or threatened with respect to the Mortgage Loan or the Mortgaged Property. No Mortgaged Property or borrower has been the subject of a bankruptcy since the origination of the Mortgage Loan;
- x. Primary Mortgage Insurance. Unless previously disclosed to the Purchaser, each Mortgage Loan with an LTV at origination in excess of 80% will be subject to a primary mortgage insurance policy, issued by an insurer acceptable to the Purchaser, in at least such amount as is required by the Purchaser. All provisions of such primary mortgage insurance policy have been and are being complied with, such policy is in full force and effect, and all premiums due thereunder have been paid. Any Mortgage Loan subject to any such primary mortgage insurance policy obligates the Mortgagor thereunder to maintain such insurance and to pay all premiums and charges in connection therewith unless terminable in accordance with the Purchaser's standards or applicable law.
- y. Origination and Servicing Practices. The origination, servicing and collection practices with respect to each Mortgage Loan, including, without limitation, the establishment, maintenance and servicing of the escrow accounts and escrow payments, if any, since origination, have been conducted in all respects in accordance with the terms of Mortgage Note and in compliance with all applicable laws and regulations and, unless otherwise required by law, in accordance with the proper, prudent and customary practices in the mortgage origination and servicing business. With respect to the escrow accounts and escrow payments, if any, all

such payments are in the possession or under the control of Seller and there exists no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made. No escrow deposits or escrow payments or other charges or payments due Seller have been capitalized under any Mortgage or the related Mortgage Note. All Mortgage Loan interest rate adjustments have been made in strict compliance with state and federal law and the terms of the related Mortgage Note. Any interest required to be paid pursuant to state and local law has been properly paid and credited;

- z. Taxes and Charges. There are no delinquent taxes, water charges, sewer rents, homeowner association dues or fees, assessments, insurance premiums, leasehold payments, including assessments payable in future installments, or other outstanding charges affecting the related Mortgaged Property;
- aa. No Damage. To the best of Seller's knowledge the Mortgaged Property is free of damage and waste. Seller has no actual knowledge that there is a proceeding pending for the total or partial condemnation thereof;

6.2. 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 each related Closing Date:

- a. 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.
- b. Full Authority. Seller has the full power and authority to hold and sell each Mortgage Loan; and 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.
- c. Performance of Obligations. There is no action, suit, proceeding, investigation or litigation pending or threatened in writing or any order or decree outstanding, with respect to Seller which is reasonably likely in Seller's opinion to have a material adverse effect on the sale of the Mortgage Loans to the Purchaser or the Seller's ability to perform its obligations under this Agreement.
- d. Approval and Authorization. No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by the Seller, or of compliance by the Seller with, this Agreement or the consummation of the transactions contemplated by this Agreement, or if required, such consent, approval, authorization or order has been obtained prior to the related Closing Date.

- e. 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 material fact or omits to state a material 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.
- f. Gramm Leach Bliley Act. With regard to each Mortgagor, Seller has complied with all laws and regulations regarding use, disclosure and safeguarding of any and all customer information, including without limitation the Gramm Leach Bliley Act, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (12 CFR Part 30, Appendix B), the Fair Credit Reporting Act and Regulation P.

7. Remedies for Breach of Representations and Warranties.

7.1. Survival; Notice of Breach. It is understood and agreed that the representations and warranties set forth in Section 6 shall survive the sale of the Mortgage Loans to the Purchaser and the delivery of the Mortgage Loan Documents to the Purchaser and shall inure to the benefit of the Purchaser for twenty-four (24) months from the related Closing Date, notwithstanding any restrictive or qualified endorsement on any Mortgage Note or Assignment of Mortgage or the examination or failure to examine any Mortgage File or Servicing File. Upon discovery by the Purchaser of a breach of any of the foregoing representations and warranties within twenty-four (24) months of the related 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 prompt notice to the Seller. Seller shall have no obligation to cure or repurchase after twenty-four (24) months from the related Closing Date.

7.2. Repurchase. Within 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 cure such breach in all material respects and, if such breach cannot be cured, the Seller shall, at the Purchaser's option, repurchase such Mortgage Loan at the Repurchase Price. Any repurchase of a Mortgage Loan(s) pursuant to the foregoing provisions of this Section 7.2 shall occur within 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.

7.3. Delivery of Repurchased Loans. 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 held by the Purchaser 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.

7.4. Indemnification. In addition to such cure and repurchase obligation, the Seller shall, for twenty-four (24) months from the related Closing Date, indemnify the Purchaser hold Purchaser harmless against any 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 Agreement. It is understood and agreed that the obligations of the Seller to cure or repurchase a defective Mortgage Loan and to indemnify the Purchaser as provided in this Subsection 7.6 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 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 in any way related to the negligent or improper servicing of the Mortgage Loans after the related Servicing Transfer Date or any other act or omission of the Purchaser, its assigns or its subsequent servicer, after the related 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.

7.5. Early Payment Default. In the event that the first Monthly Payment on any Mortgage Loan due following the Closing Date is delinquent or the Seller does not correctly credit the first such Monthly Payment to the related Mortgagor, the Seller shall repurchase such Mortgage Loan from the Purchaser in accordance with this Agreement. The Seller shall notify the Purchaser of any such delinquency under this section within sixty (60) days of any such Mortgage Loan becoming thirty (30) days delinquent. Such obligation to the Purchaser shall survive any sale or assignment of the related Mortgage Loan by the Purchaser to any third party and shall be independently enforceable by the Purchaser.

8. Costs. The Purchaser shall pay any commissions due its salesmen 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, fees for recording Assignments of Mortgage and the Seller's attorney's fees, shall be paid by the Seller.

9. Seller's Interim Servicing Obligations. During the Interim Servicing Period, the Seller, as independent contract servicer, shall service and administer the Mortgage Loans the Seller sold to the Purchaser on the Closing Date, directly or through one or more subservicers, in accordance with the terms and provisions set forth herein. The Seller shall transfer the servicing of the Mortgage Loans to the successor servicer designated by the Purchaser in 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 related 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.

9.1. Full Power and Authority. In connection with such servicing and administration, the Seller shall have full power and authority during the Interim Servicing Period, acting alone or through Subserving, 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. 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 written consent of Purchaser. 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 Servicing Practices and the Purchaser's reliance on the Seller.

9.2. Sub-Servicing Agreements. The Seller, as servicer, may arrange for the subservicing of any Mortgage Loan by a Subservicer pursuant to a sub-servicing agreement only after receiving written consent from Purchaser, such consent not to be unreasonably withheld. 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. 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, in the event that the Seller (or any successor to the Seller) shall, for any reason, no longer be the servicer of the related Mortgage Loans (including termination due to an Event of Default).

9.3. 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 this Agreement.

9.4. 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 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, at Purchaser's 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.

9.5. 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.

9.6. Realization Upon Defaulted Mortgage Loans. 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 this Section 9. 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, as contemplated in this Section 9. 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, as contemplated in this Section 9. 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 reimburse the Seller for any related unreimbursed Servicing Advances; second, 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 third, 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 as follows: first, to unpaid Servicing Fees; and second, to the balance of the interest then due and owing. The portion of the recovery so allocated to unpaid Servicing Fees shall be reimbursed to the Seller.

9.7. 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 this Section 9, 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) all proceeds of any Mortgage Loan repurchased in accordance with this Agreement;
- (vii) any amounts required to be deposited by the Seller 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; and
- (viii) any amounts required to be deposited by the Seller in connection with any REO Property pursuant to this Section 9.

The foregoing requirements for deposit in the Custodial Account shall be exclusive, it being understood and agreed that, without limiting the generality of the foregoing, payments in the nature of late payment charges non-sufficient fund fees, modification and assumption fees, to the extent permitted by this Section 9, need not be deposited by the Seller in the Custodial Account. 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.

9.8. Permitted Withdrawals From the Custodial Account. The Seller may, from time to time, withdraw funds from the related Custodial Account for the following purposes:

- (i) to make distributions to the Purchaser in the amounts and in the manner provided for in this Section 9;
- (ii) to reimburse itself for unreimbursed Servicing Advances, the Seller's right to reimburse itself pursuant to this subclause (ii) with respect to any Mortgage Loan being limited to related Liquidation Proceeds, Condemnation Proceeds, Insurance Proceeds and such other amounts as may be collected by the Seller from the Mortgagor or otherwise relating to the Mortgage Loan, it being understood that, in the case of such reimbursement, the Seller's right thereto shall be prior to the rights of the Purchaser;

- (iii) to pay to itself as servicing compensation (a) any interest earned on funds in the Custodial Account (all such interest to be withdrawn monthly not later than each Distribution Date), and (b) the Servicing Fee from that portion of any payment or recovery as to interest on a particular Mortgage Loan;
- (iv) to pay to itself with respect to each Mortgage Loan that has been repurchased all amounts received thereon and not distributed as of the date on which the related Repurchase Price is determined;
- (v) to pay, or to reimburse the Seller for advances in respect of, expenses incurred in connection with any Mortgage Loan, but only to the extent of amounts received in respect of the Mortgage Loans to which such expense is attributable.
- (vi) to correct erroneous deposits into the Custodial Account; and
- (vii) to pay itself any other amounts due to Seller under this Agreement.

9.9. 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 this Agreement. The Seller shall be entitled to retain any interest paid on funds deposited in the related Escrow Account by the depository institution other than interest on escrowed funds required by law to be paid to the Mortgagor and, to the extent required by law, the Seller shall pay interest on escrowed funds to the Mortgagor. Seller shall be entitled to reimbursement from the Escrow Account for any interest it pays on escrowed funds as required by law to the extent the interest generated by the Escrow Account is insufficient to cover such mandated interest.

9.10. 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 reimburse the Seller for any Servicing Advance made by the Seller with respect to a related Mortgage Loan but only from amounts received on the related Mortgage Loan which represent late payments or collections of Escrow Payments thereunder, (iii) to refund to the Mortgagor any funds as may be determined to be overages, (iv) for transfer to the related Custodial Account in accordance with the terms of this Agreement, (v) for application to restoration or repair of the Mortgaged Property, or (vi) to pay to the Seller, or to the Mortgagor to the extent required by law, any interest paid on the funds deposited in the Escrow Account.

9.11. 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. Any amounts collected by the Seller under any Primary Insurance Policy or LPMI Policy shall be deposited in the related Custodial Account, subject to withdrawal pursuant to Section 9.

9.12. Transfer of Accounts. The Seller may transfer the Custodial Account or the Escrow Account to a different depository institution from time to time.

9.13. 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. 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, subject to withdrawal. 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.

9.14. 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 rating acceptable to under Freddie Mac requirements for 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 this Subsection 9.14 and otherwise complies with all other requirements of Subsection 9.13, the Seller shall conclusively be deemed to have satisfied its obligations as set forth in Subsection 9.13, 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 9.13, 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.

9.15. 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 9.15 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.

9.16. 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. In addition to any and all Seller's Servicing Fee, the 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. 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. In addition to any and all Seller's Servicing Fee, the Seller may charge reasonable fees for the management and operation of REO 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 semi-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 9.13 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 9.17.

9.17. Distributions. On each Distribution Date, 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, net of charges against or withdrawals from the related Custodial Account. 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.

9.18. 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.

9.19. 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 9.7 and each category of withdrawal specified in Subsection 9.8.

9.20. 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 9.7 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.

9.21. Servicing Compensation. As compensation for its services hereunder, the Seller shall be entitled to withdraw from the Custodial Account or to retain from interest payments on the Mortgage Loans the amounts provided for as the Seller's Servicing Fee. Additional servicing compensation in the form of late payment charges non-sufficient fund fees, modification fees or otherwise shall be retained by the Seller to the extent not required to be deposited in the Custodial Account. The Seller shall be required to pay all expenses incurred by it in connection with its servicing activities hereunder and shall not be entitled to reimbursement therefor except as specifically provided for.

9.22. 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.

9.23. 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.

9.24. Reports and Returns to be Filed by the Seller. 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.

9.25. 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 if the Seller determines that such Servicing Advance is in the best interests of

the Purchaser. The Seller shall not make such a Servicing Advance except to the extent that it determines in its reasonable good faith judgment that such advance will be recoverable from Liquidation Proceeds on the related Mortgage Loan. The Seller shall thereafter take such action as is necessary to recover the amount so advanced.

If the Mortgage relating to a Mortgage Loan had a lien senior to the Mortgage Loan on the related Mortgaged Property as of the related Cut-off Date, then the Seller, in its capacity as servicer, may consent to the refinancing of the prior senior lien, provided that the following requirements are met:

1. the resulting Combined Loan-to-Value Ratio of such Mortgage Loan is no higher than the Combined Loan-to-Value Ratio prior to such refinancing; and
2. the interest rate, or, in the case of an adjustable rate existing senior lien, the maximum interest rate, for the loan evidencing the refinanced senior lien is no more than 2.0% higher than the interest rate or the maximum interest rate, as the case may be, on the loan evidencing the existing senior lien immediately prior to the date of such refinancing; and
3. the loan evidencing the refinanced senior lien is not subject to negative amortization.

9.26. Servicing Transfer. At the end of each 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 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. Seller shall release to Purchaser, or its designee, the Servicing File within five (5) Business Days following the related Servicing Transfer Date.

10. Default.

10.1. Events of Default. In case one or more of the following events shall occur and be continuing, such an event shall be considered an "Event of Default":

- a) failure on the part of the Seller duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Seller set forth in this Agreement which continues unremedied for a period of thirty days (except that such number of days shall be fifteen in the case of a failure to pay any premium for any insurance policy required to be maintained under this Agreement) after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Seller by the Purchaser; or
- b) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Seller and such decree or order shall have remained in force undischarged or unstayed for a period of sixty days; or
- c) the Seller shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar

proceedings of or relating to the Seller or of or relating to all or substantially all of its property; or

- d) the Seller shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations;

then, and in each and every such case, so long as an Event of Default shall not have been remedied, the Purchaser, by notice in writing to the Seller, may, in addition to whatever rights the Purchaser may have at law or in equity to damages, including injunctive relief and specific performance, terminate all the rights and obligations of the Seller as servicer under this Agreement. On or after the receipt by the Seller of such written notice, all authority and power of the Seller to service the Mortgage Loans under this Agreement shall on the date set forth in such notice pass to and be vested in the successor appointed pursuant to Section 11.

If any of the Mortgage Loans are registered with MERS, in connection with the termination or resignation of the Seller hereunder, either (i) the successor company shall represent and warrant that it is a member of MERS in good standing and shall agree to comply in all material respects with the rules and procedures of MERS in connection with the servicing of the Mortgage Loans that are registered with MERS, or (ii) the Seller shall cooperate with the successor company either (x) in causing MERS to execute and deliver an Assignment of Mortgage in recordable form to transfer the Mortgage from MERS to the Purchaser and to execute and deliver such other notices, documents and other instruments as may be necessary or desirable to effect a transfer of such Mortgage Loan or servicing of such Mortgage Loan on the MERS System to the successor company or (y) in causing MERS to designate on the MERS System the successor company as the servicer of such Mortgage Loan.

10.2. Waiver of Defaults. The Purchaser may waive any default by the Seller in the performance of its obligations hereunder and its consequences. Upon any such waiver of a past default, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been remedied for every purpose of this Agreement. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon except to the extent expressly so waived.

11. Termination. The respective obligations and responsibilities of the Seller, as servicer, shall terminate upon the respective Servicing Transfer Date. The Seller and Purchaser agree to cooperate with each other and such successor in effecting the termination of the Seller's responsibilities and rights hereunder as servicer, including, without limitation, the transfer to such successor for administration by it of all cash amounts which shall at the time be credited by the Seller to the Custodial Account or Escrow Account or thereafter received with respect to the Mortgage Loans.

11.1. Default Termination. Simultaneous with termination of the Seller's responsibilities and duties as servicer under this Agreement pursuant to Section 10, the Purchaser shall (i) succeed to and assume all of the Seller's responsibilities, rights, duties and obligations under this Agreement, or (ii) appoint a successor which shall succeed to all rights and assume all of the responsibilities, duties and liabilities of the Seller as servicer under this Agreement. In connection with such appointment and assumption, the Purchaser may make such arrangements for the reasonable compensation of such successor out of payments on Mortgage Loans as it and such successor shall agree. In the event that the Seller's duties, responsibilities and liabilities as servicer under this Agreement should be terminated pursuant to the aforementioned Sections, the Seller shall discharge such duties and responsibilities

during the period from the date it acquires knowledge of such termination until the effective date thereof with the same degree of diligence and prudence which it is obligated to exercise under this Agreement and shall take no action whatsoever that might impair or prejudice the rights or financial condition of the Purchaser or such successor. The termination of the Seller as servicer pursuant to the aforementioned Sections shall not become effective until a successor shall be appointed pursuant to this Section 11 and shall in no event relieve the Seller of the representations and warranties made pursuant to Section 6.

11.2. Successor. Any successor appointed as provided herein shall execute, acknowledge and deliver to the Seller and to the Purchaser an instrument accepting such appointment, whereupon such successor shall become fully vested with all the rights, powers, duties, responsibilities, obligations and liabilities of the Seller, with like effect as if originally named as a party to this Agreement provided, however, that such successor shall not assume, and the Seller shall indemnify such successor for, any and all liabilities arising out of the Seller's acts as servicer. Any termination of the Seller as servicer pursuant to Section 10 shall not affect any claims that the Purchaser may have against the Seller arising prior to any such termination or resignation or remedies with respect to such claims.

11.3. Delivery. The Seller shall timely deliver to the successor the funds in the Custodial Account, REO Account and the Escrow Account and the related Mortgage Files and related documents and statements held by it hereunder and the Seller shall account for all funds. The Seller shall execute and deliver such instruments and do such other things all as may reasonably be required to more fully and definitely vest and confirm in the successor all such rights, powers, duties, responsibilities, obligations and liabilities of the Seller as servicer. The successor shall make arrangements as it may deem appropriate to reimburse the Seller for amounts the Seller actually expended as servicer pursuant to this Agreement which the successor is entitled to retain hereunder and which would otherwise have been recovered by the Seller pursuant to this Agreement but for the appointment of the successor servicer.

12. The Seller.

12.1. Additional Indemnification by the Seller. In addition to the indemnification provided in Subsection 7.6, the Seller shall indemnify and hold the Purchaser harmless against any and all claims, losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and any other costs, fees and expenses that the Purchaser may sustain in any way related to the failure of the Seller to perform its obligations under this Agreement to service and administer the Mortgage Loans in material compliance with the terms of this Agreement during the Interim Servicing Period. The indemnification obligation of the Seller set forth herein shall survive the termination of this Agreement notwithstanding any applicable statute of limitations, which the Seller hereby expressly waives.

12.2. 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.

12.3. 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 pursuant to this Agreement, or for errors in judgment. 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 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 7.6 or 12.1.

13. Miscellaneous Provisions.

13.1. 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 Mortgage Fund Trust III
999 18th Street, Suite 1001
Denver, Colorado 80202
Attention: Michael Morgan, CEO

With a copy to:

MountainView Mortgage Fund Trust III
C/O MountainView Capital Group, LLC
999 18th Street, Suite 1001
Denver, Colorado 80202
Attention: Michelle Ambroze, Senior Vice President

if to the Seller:

Taylor, Bean & Whitaker Mortgage Corp.
101 NE 2 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).

13.2. 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.

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

13.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to choice of law provisions thereof. Any action arising out of this Agreement or the transactions contemplated hereby may be instituted in any state or federal court located in the State of Florida, without regard to choice of law provisions thereof. Further, each Party expressly waives any objection which such Party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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", "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.

13.9. 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 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.

13.10. 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.

13.11. Duration of Agreement. This Agreement shall continue in existence and effect until terminated as herein provided. This Agreement shall continue notwithstanding transfers of the Mortgage Loans by the Purchaser.

13.12. 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.

13.13. Purchase Price and Terms Letter. The terms and conditions set forth in the Purchase Price and Terms Letter between the Purchaser and the Seller with respect to each Closing Date shall be incorporated herein. In the event of any conflict between the terms of this Agreement and the related Purchase Price and Terms Letter, this Agreement shall control.

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

13.15. Privacy. 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. 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"). 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. The Parties shall maintain at all times an Information Security Program. 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.

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. 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. This Subsection 13.15 does not supersede or limit the Nondisclosure Agreement between the parties.

13.16. 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

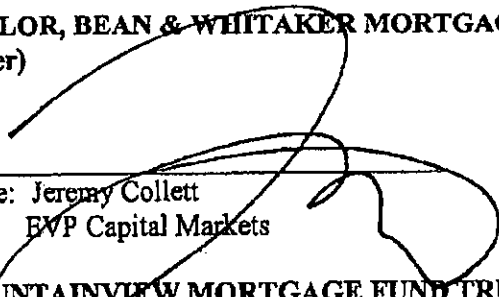
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executed by the parties, supersedes any prior agreement and understandings with respect to those matters and transactions.

[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 MORTGAGE FUND TRUST III
(Purchaser)

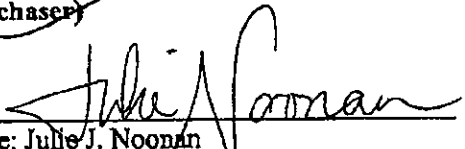
By: 
Name: Julie J. Noonan
Title: Administrator on behalf of the Trust

EXHIBIT A GLOSSARY

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

Accepted Servicing Practices: With respect to any Mortgage Loan, procedures (including collection procedures) that (w) comply with applicable federal, state and local law, (x) that the Seller customarily employs and exercises in underwriting, originating, servicing and administering mortgage loans for its own account, (y) that are in accordance with the accepted mortgage originating and servicing practices of prudent mortgage lending institutions which service mortgage loans of the same type as the Mortgage Loans in the jurisdiction where the related Mortgaged Property is located and (z) are substantially in accordance with Fannie Mae or Freddie Mac servicing practices and procedures.

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.

Adjustment Date: As to each Adjustable Rate Mortgage Loan, the date on which the Mortgage Interest Rate is adjusted in accordance with the terms of the related Mortgage Note and Mortgage.

Agreement: This Flow Sale and Servicing 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 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: With respect to a Mortgage Loan Package, the date or dates, set forth in the related Memorandum of Sale, on which the Purchaser will purchase and the Seller will sell the Mortgage Loans identified therein.

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.

Consumer Information: Any personally identifiable information in any form (written electronic or otherwise) relating to a Mortgagor, including, but not limited to: a Mortgagor's name, address, telephone number, Mortgage Loan number, Mortgage Loan payment history, delinquency status, insurance carrier or payment information, tax amount or payment information; the fact that the Mortgagor has a relationship with the Seller or the Originator of the related Mortgage Loan; and any other non-public personally identifiable information.

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 "TBW MTG. CORP. in trust for the Purchaser and Various Mortgagors, Fixed and Adjustable Rate Mortgage Loans".

Customer Information: As defined in Subsection 13.12.

Cut-off Date: With respect to each Mortgage Loan, either the first day of the month of the related Closing Date or such other date specified in the related Purchase Price and Terms Letter.

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 any Mortgage Loan Package commencing in the month next following the date in which the Closing 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: The day of the month on which the Monthly Payment is due on a Mortgage Loan, exclusive of any days of grace as specified in the related Mortgage Note.

Due Period: With respect to each Remittance Date, the period commencing on the second (2nd) day of the month preceding the month of the Remittance Date and ending on the first day of the month of the Remittance Date.

Escrow Account: The separate trust accounts created and maintained pursuant to this Agreement which shall be entitled "TBW MTG. CORP. in trust for the Purchaser [or Purchaser's designee] and Various Mortgagors, Fixed and Adjustable Rate Mortgage Loans".

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

Event of Default: Any one of the conditions or circumstances enumerated in Section 10.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Fannie Mae: The entity formally known as the Federal National Mortgage Association (FNMA), or any successor thereto.

FDIC: The Federal Deposit Insurance Corporation, or any successor thereto.

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.

Index: With respect to any Adjustable Rate Mortgage Loan, the index identified on the related Mortgage Loan Schedule and set forth in the related Mortgage Note for the purpose of calculating the interest therein.

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 and ending on the forty-fifth day after such Closing Date (or if such day is not a Business Day, the first Business Day immediately following such day), or such other date as agreed between the parties. The Interim Servicing Period shall continue for additional thirty (30) day periods following the expiration of the prior period, unless the Purchaser notifies the Seller prior to the expiration of such period that the Seller shall be terminated as interim servicer at the expiration of the Interim Servicing Period.

Investor: With respect to each MERS Designated Mortgage Loan, the Person named on the MERS System as the investor pursuant to the MERS Procedures Manual.

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.

Memorandum of Sale: With respect to each Mortgage Loan and the related Mortgage Loan Package, the memorandum of sale, substantially in the form of Exhibit D attached hereto, confirming the sale by Seller and the purchase by Purchaser of the related Mortgage Loan Package on the related Closing Date.

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: The mortgage, deed of trust or other such instrument securing a Mortgage Note, which creates a first lien on an unsubordinated estate in fee simple in real property securing the Mortgage Note.

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 First Lien or Second Lien, residential mortgage loan, sold, assigned, or transferred as collateral, to the Purchaser pursuant to this Agreement and identified on the Mortgage Loan Schedule on the Closing Date.

Mortgage Loan Documents: The documents referred to in Exhibit B and listed as part of the Mortgage Loan Schedule.

Mortgage Loan Package: The pool or group of whole loans purchased on a Closing Date, as described in the Mortgage Loan Schedule annexed to the related Memorandum of Sale and such Mortgage Loans, including the Mortgage Note and Mortgage shall be delivered to the Purchaser within two (2) Business Days after the Closing Date.

Mortgage Loan Schedule: With respect to each Mortgage Loan Package, the schedule of Mortgage Loans to be annexed to the Memorandum of Sale on the Closing Date for the Mortgage Loan Package delivered on such Closing Date in electronic form, such schedule setting forth the following information with respect to each Mortgage Loan in the Mortgage Loan Package: (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; and (26) the points and fees charged in connection with the origination of such Mortgage Loan. With respect to the Mortgage Loan Package 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 secured by a Mortgage, including all endorsements, riders, amendments and/or modifications.

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.

Officer's Certificate: A certificate signed by the Chairman of the Board, the Vice Chairman of the Board, the President, a Senior Vice President, a First Vice President, a Vice President or an Assistant Vice President and by the Treasurer or the Secretary or one of the Assistant Treasurers or Assistant Secretaries of the Seller, and delivered to the Purchaser as required by this Agreement.

Originator: With respect to any Mortgage Loan, the entity that (i) took the Mortgagor's loan application (ii) processed the Mortgagor's loan application, or (iii) closed and/or funded such Mortgage Loan.

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 for the Mortgage Loans included in one or more Mortgage Loan Packages, as calculated pursuant to Section 2.1 and adjusted as set forth in the related Purchase Price and Terms Letter.

Purchase Price and Terms Letter: The letter agreement between the Seller and the Purchaser, substantially in the form of Exhibit E attached hereto, entered into prior to the related Closing Date relating to the sale of one or more Mortgage Loan Packages.

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 used to calculate the Purchase Price, 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.

Servicing Fee: With respect to each Mortgage Loan the amount of the annual fee the Purchaser shall pay to the Servicer, which shall, for a period of one full month, be equal to one twelfth of the product of (a) one half of one percent (.5%) (the servicing fee rate per annum) and (b) the outstanding principal balance of such Mortgage Loan. If the Interim Servicing Period includes any partial month, the Interim Servicing Fee for such month shall be pro rated at a per diem rate based upon a 30-day month. Purchaser shall not be required to pay the Servicing Fee for that period during the Interim Servicing Period starting on the Closing Date and ending forty-five (45) days after the applicable Closing Date.

Servicing File: With respect to each Mortgage Loan, the file retained by the Seller during the Interim Servicing Period consisting of originals of all documents in the Mortgage File and copies of all of the Mortgage Loan Documents for such Mortgage Loan.

Servicing Transfer Date: The date upon which the responsibility for servicing the Mortgage Loans transfers from the Seller to the Purchaser or its designee.

Subservicer: Any Person with which the Seller has entered into a Subservicing Agreement and which is responsible for the performance (whether directly or through Subservicers or subcontractors) of a substantial portion of the material servicing functions required to be performed by the Seller under this Agreement or any Reconstitution Agreement that are identified in Item 1122(d) of Regulation AB, provided that such Person is a Freddie Mac approved seller/servicer in good standing and no event has occurred, including but not limited to a change in insurance coverage, that would make it unable to comply with the eligibility for seller/servicers imposed by Freddie Mac .

Stated Principal Balance: As to each Mortgage Loan, (i) the principal balance of the Mortgage Loan as of the first day of the month for which such calculation is being made after giving effect to payments of principal due on or before such date, whether or not received, minus (ii) all amounts previously distributed to the Purchaser with respect to the related Mortgage Loan representing payments or recoveries of principal or advances in lieu thereof.

Uniform Commercial Code or UCC: The Uniform Commercial Code as in effect on the date hereof in the State of New York; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

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 _____, 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 or copy of the 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 first or second priority lien 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 during the Interim Servicing Period, 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
FORM OF MEMORANDUM OF SALE

CLOSING DATE: _____

This Memorandum of Sale (this "Memorandum"), dated as of _____ (the "Closing Date"), confirms the sale by Taylor, Bean & Whitaker Mortgage Corp. (the "Seller"), to MountainView Mortgage Fund Trust III (the "Purchaser"), and the purchase by the Purchaser from the Seller, of the first lien [fixed rate] [adjustable rate] residential mortgage loans on a servicing released basis described on the Mortgage Loan Schedule attached hereto as Schedule I (the "Mortgage Loans"), pursuant to the terms of the Flow Sale and Servicing Agreement (the "Flow Sale and Servicing Agreement"), dated as of April 28, 2009 , and is by and between the Purchaser and the Seller.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby bargain, sell, convey, assign and transfer to Purchaser without recourse, except as provided in the Flow Sale and Servicing Agreement, and on a servicing released basis, all right, title and interest of the Seller in and to each of the Mortgage Loans, together with all documents maintained as part of the related Mortgage Files, all Mortgaged Properties which secure any Mortgage Loan but are acquired by foreclosure, deed in lieu of foreclosure after the Cut-off Date or otherwise, all payments of principal and interest received on the Mortgage Loans after the Cut-off Date, all other unscheduled collections collected in respect of the Mortgage Loans after the Cut-off Date, and all proceeds of the foregoing, subject, however, to the rights of the Seller under the Flow Sale and Servicing Agreement.

The Seller has delivered to the Purchaser prior to the date hereof the documents with respect to each Mortgage Loan required to be delivered under the Flow Sale and Servicing Agreement.

[Include any agreed upon alterations or amendments to the Flow Sale and Servicing Agreement.]

Capitalized terms that are used herein but are not defined herein shall have the respective meanings set forth in the Flow Sale and Servicing Agreement.

IN WITNESS WHEREOF, the parties hereto, by the hands of their duly authorized officers, execute this Memorandum as of the Closing Date referred to above.

**MOUNTAINVIE CAPITAL
MORTGAGE TRUST**
as Purchaser

**TAYLOR BEAN & WHITAKER
MORTGAGE CORP.**
as Seller

By: [DO NOT EXECUTE THIS COPY]
Name: _____
Its: _____

By: [DO NOT EXECUTE THIS COPY]
Name: _____
Its: _____

SCHEDULE I
MORTGAGE LOAN SCHEDULE

EXHIBIT E
FORM OF PURCHASE PRICE AND TERMS LETTER

[DATE]

MountainView Capital Mortgage Trust
999 18th Street, Suite 1001
Denver, Colorado 80202
Attention: Michael Morgan, CEO

Re: Purchase Price and Terms Letter

Ladies and Gentlemen:

This purchase price and terms letter (the "Purchase Price and Terms Letter") between Taylor, Bean & Whitaker Mortgage Corp. ("Seller") and MountainView Capital Mortgage Trust (the "Purchaser") sets forth our agreement pursuant to which the Purchaser is purchasing, and Seller is selling, on a servicing-released basis, those certain mortgage loans identified in Exhibit A hereto and more particularly described herein (the "Mortgage Loans").

The purchase, sale and servicing of the Mortgage Loans as contemplated herein shall be governed by that certain Mortgage Loan Purchase and Servicing Agreement dated as of October __, 2008, between Seller and the Purchaser (as amended herein and otherwise, the "Agreement"). By executing this Purchase Price and Terms Letter, each of Seller and the Purchaser again makes, with respect to itself and each Mortgage Loan, as applicable, all of the covenants, representations and warranties made by each such party in the Agreement, except as the same may be amended by this Purchase Price and Terms Letter.

All exhibits hereto are incorporated herein in their entirety. In the event there inconsistency exists as between the Agreement and this Purchase Price and Terms Letter, the Agreement shall be controlling. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

1. Assignment and Conveyance of Mortgage Loans. Upon the Purchaser's payment of the Purchase Price in accordance with Section 2.2 of the Agreement, Seller shall sell, transfer, assign and convey to the Purchaser, without recourse, but subject to the terms of the Purchase Price and Terms Letter and the Agreement, all of the right, title and interest of Seller in and to the Mortgage Loans, excluding the servicing rights relating thereto. Each Mortgage Loan shall be serviced by Seller pursuant to the terms of the Agreement.

2. Defined Terms. As used in the Agreement, the following defined terms shall have meanings set forth below.

a. Closing Date. **[DATE]**.

d. Purchase Proceeds. With respect to the Mortgage Loans, and as set forth in Exhibits A and B hereto, the sum of (a) the product of (i) the Cut-off Date Balance of such Mortgage Loans, and (ii) the purchase price percentage set forth in Exhibit B hereto for such

Mortgage Loans, and (b) accrued interest from the Cut-off Date through the day prior to the Closing Date, inclusive.

e. **Servicing Fee Rate.** With respect to each Mortgage Loan the amount of the annual fee the Purchaser shall pay to the Servicer, which shall, for a period of one full month, be equal to one twelfth of the product of (a) one quarter of one percent (.25%) (the servicing fee rate per annum) and (b) the outstanding principal balance of such Mortgage Loan. If any partial months exist, the Servicing Fee for such month shall be pro rated at a per diem rate based upon a 30-day month.

3. **Description of Mortgage Loans.** Each Mortgage Loan complies with the specifications set forth below in all material respects.

a. **Loan Type.** Each Mortgage Loan is a [Conventional] [Government] Mortgage Loan and a [Adjustable Rate] [Balloon] [Convertible] [Fixed Rate] Mortgage Loan.

[b. **Index:** On each Interest Adjustment Date, the applicable index rate shall be a rate per annum equal to [the weekly average yield on U.S. Treasury securities adjusted to a constant maturity of one year, as published by the Board of Governors of the Federal Reserve System in Statistical Release No. H.15] [the average of interbank offered rates for six-month U.S. dollar denominated deposits in the London market (LIBOR), as published [in the Wall Street Journal] [the 11th District Cost of Funds as made available by the Federal Home Loan Bank] [the weekly average yield on certificates of deposit adjusted to a constant maturity of six months as published by the Board of Governors of the Federal Reserve System in Statistical Release No. H.15 or a similar publication].]

c. **Lien Position.** Each Mortgage Loan is secured by a perfected [first] [second] lien Mortgage.

d. **Underwriting Criteria.** Each Mortgage Loan [was underwritten generally in accordance with Seller's credit underwriting guidelines in effect at the time such Mortgage Loan was originated] [conforms to the Freddie Mac mortgage eligibility criteria (as such criteria applies to Seller) and is eligible for sale to, and securitization by, Freddie Mac] [conforms in all material respects to the GNMA mortgage eligibility criteria and is eligible for sale and securitization into a GNMA mortgage-backed security] [at the time of origination was underwritten to guidelines which are consistent with an institutional investor-quality mortgage loan].

4. **Remittance.** Seller, as Servicer, shall provide remittance to the following account by wire transfer of immediately available funds.

a. **Bank Name.** [NAME OF BANK]

b. **Account Name.** [NAME OF ACCOUNT]

d. **Account Number.** [ACCOUNT NUMBER]

e. **ABA Number.** [ABA NUMBER]

f. Reference. **[REFERENCE LINE INFORMATION]**

Kindly acknowledge your agreement to the terms of this Purchase Price and Terms Letter by signing in the appropriate space below and returning this Purchase Price and Terms Letter to the undersigned. Telecopy signatures shall be deemed valid and binding to the same extent as the original.

**MOUNTAINVIEW CAPITAL
MORTGAGE TRUST**
as Purchaser

**TAYLOR BEAN & WHITAKER
MORTGAGE CORP.**
as Seller

By: **[DO NOT EXECUTE THIS COPY]**

Name: _____

Its: _____

By: **[DO NOT EXECUTE THIS COPY]**

Name: _____

Its: _____

Exhibit A
To Purchase Price and Terms Letter

Mortgage Loan Schedule

(attached)

Exhibit B
to Purchase Price and Terms Letter

Calculation of Purchase Price

(attached)

Exhibit B – Memorandum of Sale and Funding Schedule dated June 23, 2009

MEMORANDUM OF SALE

CLOSING DATE: June 23, 2009
MV DEAL #: 4984D

This Memorandum of Sale (this "Memorandum"), dated as of June 23, 2009 (the "Closing Date"), confirms the sale by Taylor, Bean & Whitaker Mortgage Corp. (the "Seller"), to MountainView Mortgage Fund Trust III (the "Purchaser"), and the purchase by the Purchaser from the Seller, of the first lien fixed rate and adjustable rate residential mortgage loans on a servicing released basis described on the Mortgage Loan Schedule attached hereto as Schedule I (the "Mortgage Loans"), pursuant to the terms of the Flow Sale and Servicing Agreement (the "Flow Sale and Servicing Agreement"), dated as of May 18, 2009, and is by and between the Purchaser and the Seller.

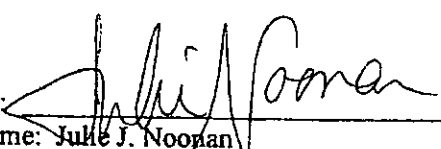
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller does hereby bargain, sell, convey, assign and transfer to Purchaser without recourse, except as provided in the Flow Sale and Servicing Agreement, and on a servicing released basis, all right, title and interest of the Seller in and to each of the Mortgage Loans, together with all documents maintained as part of the related Mortgage Files, all Mortgaged Properties which secure any Mortgage Loan but are acquired by foreclosure, deed in lieu of foreclosure after the Cut-off Date or otherwise, all payments of principal and interest received on the Mortgage Loans after the Cut-off Date, all other unscheduled collections collected in respect of the Mortgage Loans after the Cut-off Date, and all proceeds of the foregoing, subject, however, to the rights of the Seller under the Flow Sale and Servicing Agreement.

The Seller has delivered to the Purchaser prior to the date hereof the documents with respect to each Mortgage Loan required to be delivered under the Flow Sale and Servicing Agreement.

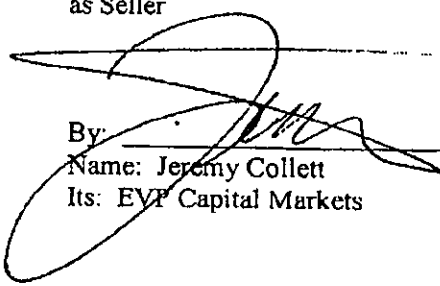
Capitalized terms that are used herein but are not defined herein shall have the respective meanings set forth in the Flow Sale and Servicing Agreement.

IN WITNESS WHEREOF, the parties hereto, by the hands of their duly authorized officers, execute this Memorandum as of the Closing Date referred to above.

**MOUNTAINVIEW MORTGAGE
FUND TRUST III**
as Purchaser

By: 
Name: Julie J. Noonan
Its: Administrator on behalf of the Trust

**TAYLOR BEAN & WHITAKER
MORTGAGE CORP.**
as Seller

By: 
Name: Jeremy Collett
Its: EVP Capital Markets

SCHEDULE I
MORTGAGE LOAN SCHEDULE

SCHEDULE I TO MEMORANDUM OF SALE

SELLER: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

PURCHASER: MOUNTAINVIEW MORTGAGE FUND TRUST III

CLOSING DATE: 6/23/2009

CUT-OFF DATE: 6/18/2009

TRANSACTION: 4984D

LOAN NO	Borrower last name	Borrower First	Co-Borrower last name	co-borrower first name	LOAN	PRODUCTTYPE	TYPE	BLN	Purchase Price Percentage	Cutoff balance	ORIG_BAL	SR LIENBAL	JR LIENBAL	APPR_VALE	PRPRICE
1459500	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 30 YR	FXD	ARM	43.965%	164,780.53	175,000.00	-	-	\$ 175,000.00	-
1732718	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	ARM - 5/6 LIBOR	FXD	ARM	55.806%	786,079.40	800,000.00	-	-	\$ 1,000,000.00	-
1784993	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 30 YR	FXD	ARM	46.920%	459,880.42	470,000.00	-	-	\$ 590,000.00	-
2177502	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	ARM - 5/6 LIBOR	FXD	ARM	50.223%	187,495.00	187,500.00	-	-	\$ 250,000.00	-
7022204	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 30 YR	FXD	ARM	49.745%	463,813.45	473,800.00	-	-	\$ 592,200.00	-
7046932	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 15 YR	FXD	ARM	50.945%	604,207.51	650,000.00	-	-	\$ 876,900.00	-
7078318	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 30 YR	FXD	ARM	54.147%	216,654.83	218,400.00	-	-	\$ 273,000.00	-
7079315	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 30 YR	FXD	ARM	55.445%	302,818.77	307,000.00	-	-	\$ 408,300.00	-
7110160	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 30 YR	FXD	ARM	38.945%	144,183.44	145,000.00	-	-	\$ 340,000.00	-
711279	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CONV	FIX - 30 YR	FXD	ARM	38.945%	338,155.24	340,000.00	-	-	\$ 564,900.00	-

SCHEDULE I TO MEMORANDUM OF SALE

SELLER: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

PURCHASER: MOUNTAINVIEW MORTGAGE FUND TRUST III

CLOSING DATE: 6/23/2009

CUT-OFF DATE: 6/18/2009

TRANSACTION: 4984D

LOAN_NO	Borrower last name	Borrower First	ORIG CLTV	ORIG 2ndLTV	Curr Rate	FICO	HTI	DTI	ORIG_RATE	INDEX	MARGIN	MAX_RATE	LCAP	MIN_RATE	1PERCAP	PRATE	CAP	IR_FREQ	PI_FREQ	NXT_JRD	NXT_PRD	NEG_AM	CONVRTL	ASSMBL	LIBR5	PROP	TYPE
1459500	Borrower	Borrower	100.0	0.0	6.250	675	39.9		6.250		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		
1732718	Borrower	Borrower	95.0	0.0	8.000	731	35.7		8.000	LIBOR_6MO	2.750	14.000	6.000	0.000	6.000	2.000	0.000	6	6	6/1/2012		NO			1 SF		
1784993	Borrower	Borrower	79.7	0.0	6.625	686	36.0		6.625		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		
2177502	Borrower	Borrower	75.0	0.0	7.250	645	0.0		7.250	LIBOR_6MO	3.500	13.250	6.000	0.000	6.000	2.000	0.000	6	6	4/1/2012		NO			1 SF		
7022204	Borrower	Borrower	86.3	0.0	6.750	684	43.2		6.750		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		
7046932	Borrower	Borrower	74.1	0.0	6.000	791	42.3		6.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		
7078318	Borrower	Borrower	80.0	0.0	5.875	776	38.6		5.875		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		
7079315	Borrower	Borrower	79.5	0.0	5.625	765	39.8		5.625		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		
7110160	Borrower	Borrower	42.6	0.0	6.375	704	40.1		6.375		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		
711279	Borrower	Borrower	60.2	0.0	7.375	763	42.6		7.375		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0	0			NO			1 SF		

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SCHEDULE I TO MEMORANDUM OF SALE
 SELLER: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
 PURCHASER: MOUNTAINVIEW MORTGAGE FUND TRUST III
 CLOSING DATE: 6/23/2009
 CUT-OFF DATE: 6/18/2009
 TRANSACTION: 4984D

LOAN NO	Borrower last name	Borrower First	IO TERM	PP TERM	LIEN	MI CODE	PMI PCT	PMI CERT NUM	DNOTE FIRST DUE	Cutoff Due	STD MAT	STATE	ZIP	CTTY	STREET
145900	Borrower		0		1	NO CERT FOUND	0		11/7/2006	1/1/2007	7/1/2009	12/1/2036	AL		
1732718	Borrower		0		1		0		7/1/2007	7/1/2009	6/1/2037	CT			
1784993	Borrower		0		1		0		8/1/2007	7/1/2009	7/1/2037	UT			
217502	Borrower		120		1		0		3/8/2007	6/1/2009	4/1/2037	IL			
7022204	Borrower		0		1		0		6/29/2007	7/1/2009	7/1/2037	NI			
7046932	Borrower		0		1		0		11/27/2007	7/1/2009	11/1/2032	CA			
7078318	Borrower		0		1		0		6/26/2008	7/1/2009	6/1/2038	WA			
7079315	Borrower		0		1		0		5/19/2008	7/1/2009	6/1/2038	CA			
7110160	Borrower		0		1		0		11/24/2008	7/1/2009	12/1/2038	CA			
711279	Borrower		0		1		0		10/17/2008	7/1/2009	11/1/2038	UT			

SCHEDULE 170 MEMORANDUM OF SALE

SELLER: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

PURCHASER: MOUNTAINVIEW MORTGAGE FUND TRUST III

CLOSING DATE: 6/23/2009

CUT-OFF DATE: 6/18/2009

TRANSACTION: 4984D

LOAN NO	Borrower last name	Borrower First	CASHOUT	FIXED PERIOD
1459506	[REDACTED]	[REDACTED]	N	0
1732718	[REDACTED]	[REDACTED]	N	60
1784993	[REDACTED]	[REDACTED]	N	0
2177502	[REDACTED]	[REDACTED]	N	60
7022204	[REDACTED]	[REDACTED]	N	0
7046932	[REDACTED]	[REDACTED]	N	0
7078318	[REDACTED]	[REDACTED]	Y	0
7079315	[REDACTED]	[REDACTED]	Y	0
7110160	[REDACTED]	[REDACTED]	Y	0
711279	[REDACTED]	[REDACTED]	Y	0

Exhibit C – Final Remittance Report

Final Remittance Report 4984D - 7-31-09

[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 cursive script, appearing to read "Susan E. Bow".

Susan E. Bow, Esq.
SVP & General Counsel

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