

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.

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.

The amount(s) reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

**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.  
Wells Fargo Bank, N.A.  
Attn: Stephanie Schaffer  
1 Home Campus, MAC X2401-06T  
Des Moines, Iowa 50328

**CLAIM FILED**  
JACKSONVILLE, FLORIDA

**JUN 09 2010**

If the amounts shown above are listed as Contingent, Unliquidated or Disputed "CUD", a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number (515) 213-6522  Check box if address is where you receive mail.

Name and address where payment should be sent (if different from above):  Check this box if you are the debtor or trustee in this case.

Check this box to indicate that this claim amends a previously filed claim.

Claim Number (if known):

Filed on: \_\_\_\_\_

Payment Telephone Number: ( )

**1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$34,679,688.02**

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 of part of your claim is entitled to priority, complete item 5.

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: Indemnification pursuant to Servicing Agreement**

(See instructions #2 and #3 on reverse side.)

**3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:**

3A. Debtor may have scheduled account as: \_\_\_\_\_

**4. SECURED CLAIM (See instruction #4 on reverse side)**

Secured Claim Amount: \$ \_\_\_\_\_

**DO NOT** include the priority position of your claim here.

Unsecured Claim Amount: \$ \_\_\_\_\_

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:**

Amount of arrearage and other charges as of time case filed included in secured claim.

Describe:

Real Estate  Motor Vehicle  Other \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate: \_\_\_\_\_ % if any: \$ \_\_\_\_\_ Basis for Perfection: \_\_\_\_\_

**5. PRIORITY CLAIM**

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.

Unsecured Priority Claim Amount \$ \_\_\_\_\_

Include **ONLY** the priority portion of your unsecured claim here.

You **MUST** specify the priority of the claim:

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

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).

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).

Taxes or penalties owed to governmental units — 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(5)

Other — Specify applicable paragraph of 11 U.S.C. § 507(a)(8)(\_\_\_\_)

\* Amounts are subject to adjustment on 5/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**6. CREDITS:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

**7. SUPPORTING DOCUMENTS:** Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side)

If the documents are not available, please explain  
**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING**

**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.

The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, teletype or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice).

**THIS SPACE FOR COURT USE ONLY**

T, B & W Mortgage Corp.



01724

**By Regular Mail to:**

BMC Group, Inc.  
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

**By Hand, Courier, or Overnight Delivery to:**

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

**DATE**

**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 one on the front of this form. If signed by a lawyer, state name and address of law firm, if any.

Todd M. Boothroyd, Senior Counsel, Wells Fargo Bank, N.A.

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**IN RE TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**  
**Case No. 3:09-BK-07047-JAF**

***DATE OF FILING: August 24, 2009 (the "Petition Date")***

**ATTACHMENT TO PROOF OF CLAIM**

Wells Fargo Bank, N.A. ("Wells Fargo") files this proof of claim ("Proof of Claim") against Taylor, Bean & Whitaker Mortgage Corporation (the "Debtor") based on the Transaction Documents (as that term is defined below).

**The Transaction Documents.**

Prior to the Petition Date, Wells Fargo purchased from TBW the servicing rights and responsibilities (the "Servicing Rights")<sup>1</sup> to certain fixed and ARM Freddie Mac eligible mortgage loans (the "Mortgage Loans") having an unpaid principal balance of approximately \$5 billion.

On October 16, 2007, Wells Fargo entered into a commitment letter, which was later amended and restated on November 16, 2007 (collectively the "Commitment Letter"), to purchase the Servicing Rights related to a package of Mortgage Loans.

Pursuant to the terms of the Commitment Letter, the Flow Servicing Rights Purchase and Sale Agreement (the "Purchase and Sale Agreement" or the "PSA"),<sup>2</sup> which governs the final terms of the transaction, became effective on November 30, 2007.

On November 30, 2007, Wells Fargo and the Debtor also entered into an Escrow Agreement, which was subsequently amended as of January 16, 2008 (as amended, the "Escrow Agreement") and an Interim Servicing Agreement ("Interim Servicing Agreement"), pursuant to which the Debtor agreed to continue to service the Mortgage Loans until the agreed upon transfer date.

The Commitment Letter, the Purchase and Sale Agreement, the Escrow Agreement, and the Interim Service Agreement are collectively referred to as the "Transaction Documents".

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<sup>1</sup> As defined in the Commitment Letter, the term "Servicing Rights" includes, but is not limited to, "(a) all rights and obligations to service the Mortgage Loans; (b) any compensation for servicing the Mortgage Loans; (c) any late fees, modification/assumption fees, penalties, or similar payments with respect to the Mortgage Loans...."

<sup>2</sup> This Attachment summarizes those provisions of the PSA and the Transaction Documents that relate to the claims asserted by Wells Fargo. Due to the voluminous and confidential nature of the Transaction Documents, they are not included as an attachment to this Proof of Claim. Wells Fargo is in possession of an executed version of the Transaction Documents (and, on information and belief, so is the Debtor). Upon the execution of an appropriate confidentiality agreement or other appropriate documentation, Wells Fargo may make the Transaction Documents available to parties in interest consistent with the terms of such documents.

The sale of the Servicing Rights to the Mortgage Loans was effectuated at the start of the business day on November 30, 2007. On January 16, 2008, the servicing of the Mortgage Loans was transferred from the Debtor to Wells Fargo.

The PSA contains the general terms and conditions upon which the Debtor agreed to sell and Wells Fargo agreed to purchase the Servicing Rights.

**Warranty claims.**

Pursuant to Article IV of the PSA, the Debtor made numerous representations and warranties regarding the quality and nature of the Mortgage Loans. Among those representations and warranties, the Debtor specifically warranted that the servicing file ("Servicing File")<sup>3</sup> and mortgage file ("Mortgage File")<sup>4</sup> would contain all of the items enumerated in Exhibit D of the PSA.

In the event that (i) either Wells Fargo or the Debtor was required to repurchase a Mortgage Loan or (ii) a particular Mortgage Loan was in material breach of any of the representations or warranties listed in Article IV of the PSA, the Debtor was required to pay to Wells Fargo the repurchase price with respect to the related Servicing Rights. Further, in the event that Wells Fargo was required to repurchase any Mortgage Loan from Freddie Mac, the Debtor agreed to provide to Wells Fargo the amount of funds required to repurchase the particular Mortgage Loan. In no event was Wells Fargo to be required to advance its own funds to repurchase a Mortgage Loan sold to it by the Debtor. Lastly, the Debtor was to indemnify Wells Fargo against any losses arising out of a demand to repurchase a particular Mortgage Loan.

A number of the Servicing Files and Mortgage Files that Wells Fargo purchased from the Debtor are in material breach of Article IV of the PSA. Those Servicing Files and Mortgage Files lack certain items that the Debtor represented and warranted would be contained in such file. Wells Fargo asserts all warranty claims for the Servicing Rights it has purchased from the Debtor under the PSA prior to the Petition Date.

**Indemnification rights.**

Pursuant to Article VI of the PSA, the Debtor agreed "to indemnify and hold [Wells Fargo] harmless from, during the life of the Mortgage Loans, and will reimburse [Wells Fargo] for, any and all Losses incurred by [Wells Fargo] to the extent that such Losses arise out of, relate to, or result from... (a) the inaccuracy of any representation or warranty made by [the Debtor] in the [PSA]; (b) the failure by [the Debtor] to perform or observe any term or provision of [the PSA]...."

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<sup>3</sup> Under the PSA, this term means "with respect to each Mortgage Loan, the file retained by the Servicer consisting of all documents in the Mortgage File which are not delivered to an Investor or custodian and copies of the Mortgage Loan Documents listed in Exhibit D...."

<sup>4</sup> Under the PSA, this term means "the items pertaining to a particular Mortgage Loan referred to in Exhibit D."

Wells Fargo files this Proof of Claim to assert any and all claims it has to indemnification for the Servicing Rights it purchased from the Debtor. As of the filing of this Proof of Claim, Wells Fargo has already determined that forty-eight (48) of the Mortgage Loans have inadequate Servicing Files and/or Mortgage Files and has had to repurchase these 48 loans. The cost to repurchase these Mortgage Loans was \$7,429,747.10. A chart detailing the Mortgage Loans that Wells Fargo has already repurchased is attached hereto as Exhibit A.<sup>5</sup> This amount is known, liquidated, and mature. Accordingly, Wells Fargo asserts a claim for \$7,429,747.10 under Article IV of the PSA. The total dollar value of this known, liquidated and mature indemnification claim is \$7,429,747.10. (the "Total Paid Repurchase Claim").

Further, as of the filing of this Proof of Claim, Wells Fargo has determined that an additional sixty (60) Servicing Files and/or Mortgage Files are inadequate and is currently in the process of actively repurchasing these loans. The cost to repurchase these Mortgage Loans is \$12,461,221.64. A chart detailing the Mortgage Loans that Wells Fargo is in the process of repurchasing is attached hereto as Exhibit B.<sup>6</sup> This amount is known and mature. Accordingly, Wells Fargo asserts a claim for \$12,461,221.64 under Article IV of the PSA. The total dollar value of this known and mature indemnification claim is \$12,461,221.64 (the "Total Active Repurchase Claim").

Additionally, Wells Fargo estimates that based upon the percentage of repurchases to date, it will have to repurchase numerous Mortgage Loans in the future. Based upon the historical rate of repurchase for the Mortgage Loans associated with the PSA, Wells Fargo estimates that it will spend \$17,092,587.00 repurchasing Mortgage Loans in the next eighteen (18) months. A chart detailing the repurchase forecast is attached hereto as Exhibit C. This amount is estimated, contingent, and unmatured. Accordingly, Wells Fargo asserts a claim for \$17,092,587.00 under Article IV of the PSA. The total dollar value of this estimated, contingent, and unmatured indemnification claim is \$17,092,587.00 (the "Total Estimated Future Repurchase Claim").

On March 15, 2010, Wells Fargo sent a letter<sup>7</sup> to the Debtor, Colonial Bank, N.A. and Natixix Real Estate Capital, Inc. notifying them that, pursuant to Section 8f (Payment of Purchase Price) of the Commitment Letter, Wells Fargo was retaining \$2,310,264.00 (the "Withheld Amount") of the Holdback Amounts and Escrow Funds (as those terms are defined in the Commitment Letter) set up for the reimbursement of outstanding repurchase funds.

### **Indemnification Rights for Taxes Paid.**

As of the filing of this Proof of Claim, Wells Fargo has paid \$6,396.44 in the form of penalties and assessments to various taxing agencies and authorities due to inadequate Servicing Files and/or Mortgage Files. A chart detailing the taxes incurred is attached hereto as Exhibit E. This amount is known, liquidated and mature. Accordingly, Wells Fargo asserts a claim for

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<sup>5</sup> For privacy purposes the name of the mortgagor has been redacted.

<sup>6</sup> For privacy purposes the name of the mortgagor has been redacted.

<sup>7</sup> Attached hereto as Exhibit D is a copy of the letter sent by Wells Fargo to the Interested Parties on March 15, 2010.

\$6,396.44 under Article IV of the PSA. The total dollar value of this known, liquidated and mature indemnification claim is \$6,396.44 (the "Total Tax Indemnification Claim").

**Total Indemnification Claim.**

The Total Paid Repurchase Claim, the Total Active Repurchase Claim, the Total Estimated Future Repurchase Claim, the Total Tax Indemnification Claim, minus the Withheld Amount, is \$34,679,688.02 (the "Total Indemnification Claim").

**Reservation of Rights.**

In addition to claims it has under the specific warranty and indemnity claims under the PSA, Wells Fargo has or may have additional rights under applicable law related to its purchase of Servicing Rights from the Debtor.

Wells Fargo files this Proof of Claim to assert all of its claims related to the Servicing Rights it purchased from the Debtor, including without limitation, claims arising under the Transaction Documents. The description of any specific claims in this Proof of Claim does not limit (and is not intended to limit) the generality of the claims asserted herein. Wells Fargo intends, by the filing of this Proof of Claim, to assert any (i) right to payment it may have against the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (ii) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, arising from or related to Wells Fargo's purchase of Servicing Rights from the Debtor or otherwise arising out of or related to the Transaction Documents or Wells Fargo's business relationship with the Debtor related to or arising out of the Transaction Documents.

Wells Fargo reserves its rights to file and assert a warranty claim for any breach of warranty that arise or may arise after the filing of this Proof of Claim. Wells Fargo also reserves its rights to file an amendment to this Proof of Claim to assert a liquidated amount for any such warranty claims that arises after the filing of this Proof of Claim.

Wells Fargo files this Proof of Claim to assert and preserve its rights to indemnification under Article VI of the PSA, whether those claims giving rise to a right to indemnification have been asserted or not. Wells Fargo reserves its rights to file and assert a claim for indemnification rights that arise or may arise after the filing of this Proof of Claim. Wells Fargo also reserves its rights to file an amendment to this Proof of Claim to assert a liquidated amount for any such indemnification rights that may arise after the filing of this Proof of Claim.

Nothing set forth in this Proof of Claim or otherwise, including, without limitation, any later appearance, pleading, claim, or action, is intended or shall be deemed to be a waiver, release, or modification by Wells Fargo of its (a) right to have final orders in noncore matters entered after *de novo* review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to these cases; (c) right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary

withdrawal; or (d) other rights, remedies, claims, actions, defenses, setoffs, or recoupments to which Wells Fargo is or may be entitled, all of which are hereby expressly reserved.

Wells Fargo specifically reserves all rights to supplement, amend, or modify this Proof of Claim with any information, including, without limitation, updated amounts or to list other claims of liability relating to Wells Fargo's purchase of the Servicing Rights from the Debtor. Wells Fargo also reserves its rights to seek the allowance and payment of any administrative expense claim pursuant to 11 U.S.C. § 503 for any post-petition damages, losses, or expenses arising out of any breach of any obligation by the Debtor under the PSA or under other applicable law, including for post-petition liabilities, costs, losses, damages, or expense relating to or arising from Wells Fargo's servicing of the Mortgage Loans.

# EXHIBIT A

Loan Number	Demand Type	Demand Reason	Demand Notice Received From	Amount Wells Fargo Paid	Seller
0257558551	Make Whole	MI Rescinded	MI Insurer	\$241,324.62	Taylor Bean
0257575324	Repurchase	Origination Errors	Investor	\$79,793.27	Taylor Bean
0257683326	Repurchase	MI Rescinded	Servicing	\$168,738.16	Taylor Bean
0257480749	Repurchase	MI Rescinded	Servicing	\$92,827.57	Taylor Bean
0257688838	Repurchase	MI Rescinded	Servicing	\$103,997.71	Taylor Bean
0257412114	Repurchase	Origination Errors	Investor	\$305,117.31	Taylor Bean
0257453431	Repurchase	Origination Errors	Investor	\$125,099.77	Taylor Bean
0257491001	Repurchase	Origination Errors	Investor	\$139,964.84	Taylor Bean
0257481085	Repurchase	Occupancy	Investor	\$200,834.41	Taylor Bean
0257433698	Make Whole	Origination Errors	Investor	\$51,017.65	Taylor Bean
0257687095	Repurchase	Origination Errors	Investor	\$222,021.65	Taylor Bean
0257493924	Repurchase	Origination Errors	Investor	\$286,637.28	Taylor Bean
0257548024	Make Whole	Origination Errors	Investor	\$114.54	Taylor Bean
0257476754	Make Whole	Origination Errors	Investor	\$36,847.40	Taylor Bean
0257476739	Repurchase	Origination Errors	Investor	\$70,041.37	Taylor Bean
0257469601	Repurchase	Origination Errors	Investor	\$317,290.73	Taylor Bean
0257548933	Repurchase	Origination Errors	Investor	\$296,353.72	Taylor Bean
0257470112	Repurchase	Documentation	Investor	\$124,379.48	Taylor Bean
0257500496	Repurchase	Origination Errors	Investor	\$253,237.43	Taylor Bean
0257410985	Repurchase	Origination Errors	Investor	\$235,949.95	Taylor Bean
0257473363	Repurchase	Origination Errors	Investor	\$215,878.26	Taylor Bean
0257458984	Repurchase	Origination Errors	Investor	\$153,404.62	Taylor Bean
0257569897	Repurchase	Documentation	Investor	\$45,041.85	Taylor Bean
0257583666	Repurchase	Occupancy	Investor	\$264,432.87	Taylor Bean
0257450353	Make Whole	Origination Errors	Investor	\$83,877.24	Taylor Bean
0257441923	Repurchase	Origination Errors	Investor	\$329,771.85	Taylor Bean
0257456244	Repurchase	Origination Errors	Investor	\$48,222.53	Taylor Bean
0257521146	Repurchase	Documentation	Investor	\$109,854.14	Taylor Bean
0257509406	Make	Occupancy	Investor	\$48,034.64	Taylor Bean



	Whole				
0257545855	Repurchase	Origination Errors	Investor	\$225,573.58	Taylor Bean
0257541789	Make Whole	Origination Errors	Investor	\$28,271.89	Taylor Bean
0257413112	Repurchase	Documentation	Investor	\$168,913.40	Taylor Bean
0257488007	Repurchase	Origination Errors	Investor	\$335,239.69	Taylor Bean
0257461459	Make Whole	Origination Errors	Investor	\$51,464.40	Taylor Bean
0257528919	Repurchase	Origination Errors	Investor	\$382,474.34	Taylor Bean
0257520841	Make Whole	Origination Errors	Investor	\$79,787.83	Taylor Bean
0257530451	Repurchase	Origination Errors	Investor	\$283,739.85	Taylor Bean
0257547356	Repurchase	Documentation	Investor	\$170,679.16	Taylor Bean
0257560763	Make Whole	Origination Errors	Investor	\$58,275.53	Taylor Bean
0257531673	Make Whole	Origination Errors	Investor	\$88,710.28	Taylor Bean
0257572297	Repurchase	Documentation	Investor	\$143,383.82	Taylor Bean
0257490797	Make Whole	Origination Errors	Investor	\$53,313.13	Taylor Bean
0257517581	Repurchase	Origination Errors	Investor	\$249,827.95	Taylor Bean
0257536045	Make Whole	Origination Errors	Investor	\$35,907.97	Taylor Bean
0257581231	Repurchase	Documentation	Investor	\$142,872.28	Taylor Bean
0257695569	Make Whole	Documentation	Investor	\$90,403.26	Taylor Bean
0257430132	Make Whole	Origination Errors	Investor	\$57,977.38	Taylor Bean
0257549014	Make Whole	Origination Errors	Investor	\$132,824.50	Taylor Bean
<b>Total:</b>	<b>48</b>			<b>\$7,429,747.10</b>	

## EXHIBIT B

Loan Number	Demand Type	Demand Reason	Demand Notice Received From	Unpaid Principal Balance	Seller
0257656462	Repurchase	MI Rescinded	Servicing	\$109,180.32	Taylor Bean
0257676668	Repurchase	MI Rescinded	Servicing	\$205,975.16	Taylor Bean
0257496836	Repurchase	Origination Errors	Investor	\$299,300.47	Taylor Bean
0257477125	Repurchase	Documentation	Investor	\$172,800.00	Taylor Bean
0257524702	Repurchase	Documentation	Investor	\$316,012.33	Taylor Bean
0257581629	Repurchase	Origination Errors	Investor	\$200,690.60	Taylor Bean
0257680843	Repurchase	Documentation	Investor	\$246,517.61	Taylor Bean
0257530733	Repurchase	Documentation	Investor	\$156,165.26	Taylor Bean
0257564526	Repurchase	Documentation	Investor	\$276,000.00	Taylor Bean
0257531855	Repurchase	Origination Errors	Investor	\$255,200.00	Taylor Bean
0257561001	Repurchase	Origination Errors	Investor	\$111,481.80	Taylor Bean
0257526228	Repurchase	Origination Errors	Investor	\$278,315.95	Taylor Bean
0257587295	Repurchase	Origination Errors	Investor	\$333,899.46	Taylor Bean
0257689125	Make Whole	MI Rescinded	Investor	\$254,911.40	Taylor Bean
0257464669	Repurchase	Title Issue	Investor	\$185,455.80	Taylor Bean
0257555227	Repurchase	Other	Investor	\$268,475.13	Taylor Bean
0257554873	Repurchase	Documentation	Investor	\$309,980.00	Taylor Bean
0257566174	Make Whole	Documentation	Investor	\$167,759.17	Taylor Bean
0257528729	Repurchase	Origination Errors	Investor	\$161,596.38	Taylor Bean
0257509075	Repurchase	Origination Errors	Investor	\$178,958.17	Taylor Bean
0257563577	Repurchase	Documentation	Investor	\$302,045.27	Taylor Bean
0257541664	Make Whole	Origination Errors	Investor	\$132,710.13	Taylor Bean
0257415109	Make Whole	Origination Errors	Investor	\$288,000.00	Taylor Bean
0257586412	Repurchase	Origination Errors	Investor	\$345,921.46	Taylor Bean
0257526194	Repurchase	Origination Errors	Investor	\$270,476.15	Taylor Bean
0257647313	Make	MI Rescinded	Investor	\$284,228.75	Taylor

	Whole				Bean
0257571257	Repurchase	Documentation	Investor	\$90,565.70	Taylor Bean
0257415984	Repurchase	Origination Errors	Investor	\$244,735.29	Taylor Bean
0257439562	Repurchase	MI Rescinded	Investor	\$140,647.62	Taylor Bean
0257439539	Repurchase	MI Rescinded	Investor	\$113,973.70	Taylor Bean
0257493957	Make Whole	Origination Errors	Investor	\$265,150.00	Taylor Bean
0257559385	Repurchase	Origination Errors	Investor	\$224,245.33	Taylor Bean
0257519132	Repurchase	Origination Errors	Investor	\$316,250.00	Taylor Bean
0257566612	Make Whole	Documentation	Investor	\$287,641.59	Taylor Bean
0257563171	Repurchase	MI Rescinded	Investor	\$185,669.03	Taylor Bean
0257579078	Make Whole	Origination Errors	Investor	\$85,569.91	Taylor Bean
0257528455	Repurchase	Origination Errors	Investor	\$153,326.76	Taylor Bean
0257546812	Repurchase	Origination Errors	Investor	\$152,130.39	Taylor Bean
0257579219	Repurchase	Origination Errors	Investor	\$185,000.00	Taylor Bean
0257506824	Make Whole	Origination Errors	Investor	\$226,100.00	Taylor Bean
0257684548	Repurchase	Lien Release	Investor	\$176,399.36	Taylor Bean
0257557496	Make Whole	Documentation	Investor	\$194,394.57	Taylor Bean
0257573204	Make Whole	Origination Errors	Investor	\$172,376.12	Taylor Bean
0257544494	Make Whole	Origination Errors	Investor	\$110,010.83	Taylor Bean
0257531657	Repurchase	Documentation	Investor	\$239,326.43	Taylor Bean
0257552042	Repurchase	Origination Errors	Investor	\$236,679.74	Taylor Bean
0257557587	Make Whole	Documentation	Investor	\$80,699.12	Taylor Bean
0257540401	Make Whole	Documentation	Investor	\$218,725.03	Taylor Bean
0257483206	Repurchase	Documentation	Investor	\$118,300.00	Taylor Bean
0257517037	Repurchase	Documentation	Investor	\$340,058.05	Taylor Bean
0257579664	Repurchase	Documentation	Investor	\$320,242.62	Taylor Bean
0257523977	Repurchase	Documentation	Investor	\$98,888.90	Taylor Bean
0257565796	Repurchase	EPD	Investor	\$127,858.71	Taylor Bean

0257465377	Repurchase	Origination Errors	Investor	\$234,919.29	Taylor Bean
0257575191	Repurchase	Documentation	Investor	\$97,229.79	Taylor Bean
0257583864	Repurchase	Origination Errors	Investor	\$102,845.57	Taylor Bean
0257528117	Repurchase	Documentation	Investor	\$112,174.80	Taylor Bean
0257571554	Repurchase	Origination Errors	Investor	\$199,499.00	Taylor Bean
0257537597	Repurchase	Documentation	Investor	\$301,181.52	Taylor Bean
0257585463	Make Whole	Origination Errors	Investor	\$196,350.00	Taylor Bean
<b>Total:</b>	<b>60</b>			<b>\$12,461,221.54</b>	

# EXHIBIT C

<b>Taylor Bean</b>					
<b>As of 4/30/10</b>					
	<b>Number of Loans</b>	<b>Total UPB</b>	<b>Average UPB/Loan</b>	<b>Rescind Rate</b>	<b>Repurchase Rate</b>
<b>Repurchases</b>	17,140	2,991,900,941	174,557	68%	32%
<b>Future</b>					
	<b>Loans/Month</b>	<b>UPB</b>	<b>Repurchases</b>	<b>18 Month Cost Forecast</b>	
<b>Total</b>	17	2,967,463	949,588	\$17,092,587.00	

EXHIBIT D



March 15, 2010

Taylor, Bean and Whitaker Mortgage Corp.  
101 N.E. 2<sup>nd</sup> Street  
Ocala, Florida 34470  
Attn: Sherri G. Neal

Colonial Bank, N.A.  
201 East Pine Street  
Orlando, Florida 32801  
Attn: Rodney C. Lewis, Jr.

Natixis Real Estate Capital, Inc.  
9 W. 57<sup>th</sup> Street, 36<sup>th</sup> floor  
New York, NY 10019  
Attn: Gary DiGiuseppe

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Commitment Letter (the "Commitment Letter") dated November 16, 2007 by and between Wells Fargo Bank, N.A. ("Wells Fargo") and Taylor, Bean and Whitaker ("TBW") represented by MountainView Analytics Group, Inc. Capitalized terms used and not otherwise defined herein shall have the meaning assigned thereto in the Commitment Letter.

Please allow this letter to serve as notice that pursuant to Section 8f (Payment of Purchase Price) of the Commitment Letter, Wells Fargo is retaining the following Holdback Amounts and Escrow Funds set up for reimbursement of outstanding repurchase funds advanced by Wells Fargo.

Holdback Amounts	\$ 9,330
Escrow Fund	\$2,300,000
Interest on Escrow Fund	<u>\$ 934</u>
<b>Total</b>	<b>\$2,310,264</b>

Wells Fargo has previously sent requests to TBW regarding the above mentioned repurchases and has funded \$5,338,064 on behalf of TBW. Enclosed is a password-protected disk with the support for the previous communications to TBW. The password will be sent via email to TBW.\*

Please confirm acknowledgement of the above terms by signing and returning the enclosed copy of this letter to:

Wells Fargo Bank, N.A.  
One Home Campus  
MAC X2302-03N  
Des Moines, IA 50328  
Attn: Jacalyn Priestley

Or email to: [jacalyn.priestley@wellsfargo.com](mailto:jacalyn.priestley@wellsfargo.com)

Sincerely,

Wells Fargo Bank, N.A.

Scanned: 6/9/2010-1:36:22 PM

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

Name: Jacalyn Priestley

Title: Vice President

\* Enclosure to TBW only

Confirmed and agreed to:

Taylor, Bean and Whitaker Mortgage Corp

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

Name:

Title:

Colonial Bank, N.A.

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

Name:

Title

Natixis Real Estate Capital, Inc.

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

Name:

Title

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EXHIBIT E

Loan Number	Acquisition Loan Number	State	Penalty Amount	Comments
0257452615	1166436	IL	\$19.34	Per Snohomish County delinquency for the 04-07 installment due to funds were paid short.
0257517615	1415836	TX	\$1,225.83	Delinquent 12/07 installment parcel 1977500100500 Parker County. Installment due prior to acquisition but was unpaid.
0257561589	1513982	MA	\$287.97	Delinquent 4/07 installment parcel 085415 Quincy City. Installment due prior to acquisition.
0257561589	1513982	MA	\$314.07	Delinquent 1/07 installment parcel 085415 Quincy City. Installment due prior to acquisition.
0257480251	1279419	IL	\$156.94	Delinquent 2/08 installment Cook County parcel 17091270431147 was missing on the tax line at the time of acquisition.
0257586453	1596067	AZ	\$215.75	Delinquent 11/06 installment Maricopa County parcel 502-84-678 3 due prior to closing/acquisition of the loan.
0257586453	1596067	AZ	\$113.93	Delinquent 11/06 installment Maricopa County parcel 502-84-678 3 due prior to closing/acquisition of the loan. \$113.93 is for penalty.
0257518274	1416779	GA	\$104.29	Delinquent 12/07 installment parcel 64204 Dallas City. Tax line was missing payee for Dallas City at the time of acquisition.
0257485318	1304333	PA	\$17.49	Delinquency for the 03-08 installment for Springfield Township for missing second parcel number 47 000 GI 0136 A0 00000.
0257485318	1304333	PA	\$14.26	Delinquency for the 08-08 installment for Dallastown SD for missing second parcel number 47 000 GI 0136 A0 00000.
0257452615	1170261	WA	\$309.37	Delinquent 4/08 installment Snohomish County, tax line was missing parcel 00544801204200 at time of acquisition.
0257575217	1548714	PA	\$111.48	Delinquent 8/08 installment

				Red Lion Area SD, tax line was missing parcel 820000401820000000 at the time of acquisition.
0257451518	1166436	IL	\$41.52	Delinquent 2/08 installment for Cook County on parcel 25-01-411-023-0000. This parcel was missing at the time Wells Fargo acquired the loan.
0257418152	1040618	IL	\$23.44	Delinquent 2/08 installment for Cook County on parcel 17-04-412-028-1440. This parcel was missing at the time Wells Fargo acquired the loan.
0257596296	302079	IL	\$100.24	Delinquent 2/08 installment for Cook County on parcel 19-06-203-027-0000. This parcel was missing at the time Wells Fargo acquired the loan.
0257538488	1463354	IL	\$76.16	Delinquent 2/08 installment for Cook County on parcel 19-18-429-043-1003. This parcel was missing at the time Wells Fargo acquired the loan.
0257501544	1374750	IL	\$184.64	Delinquent 2/08 installment due to Cook County on parcel 14-30-119-047-1018. Parcel was missing at time Wells Fargo acquired the loan
0257640789	7000783	IL	\$117.28	Delinquent 2/08 installment due to Cook County on parcel 27-13-201-033-1078. Parcel was missing at time Wells Fargo acquired the loan.
0257467555	1228928	MI	\$34.60	Delinquent 8/08 installment on parcel MA0108107000 due to Lenawee County. Payee for Lenawee Co was not set up at the time of acquisition was missing.
0257441121	1125352	IL	\$7.45	Delinquent 6/08 installment due to Madison County on parcel 14-2-15-34-02-202-001. Loan was missing this parcel at the time Wells Fargo acquired the loan.
0257441121	1125352	IL	\$7.45	Delinquent 8/08 installment due to Madison County on parcel 14-2-15-34-02-202-001. Loan was missing this parcel at the time Wells Fargo

				acquired the loan.
0257492454	1334782	VA	\$17.41	Delinquency for the 06-08 installment for Staunton City for missing second parcel number 9464.
0257541045	1467749	GA	\$14.11	Delinquency for 10-08 installment for Floyd County due to missing parcel number K16-181.
0257539627	1465109	WY	\$8.49	Delinquent 10/07 installment due to Lincoln County on parcel 12-3619-15-1-02-008.00. Penalty due to loan had i/c parcel 12-3718-28-3-06-038.00 listed at time of acquisition also installment due prior to acquisition
0257539627	1465109	WY	\$8.49	Delinquent 4/08 installment due to Lincoln County on parcel 12-3619-15-1-02-008.00. Penalty due to loan had i/c parcel 12-3718-28-3-06-038.00 listed at time of acquisition
0257477307	1266130	WA	\$8.16	Delinquent 10/08 installment due to Snohomish County on parcel 01003100330300. Penalty due to loan had i/c parcel 00803300030300 listed at time of acquisition.
0257536524	1459755	AZ	\$12.04	Delinquency for the 10-08 installment for Maricopa County due to incorrect parcel number 505-07-938 7 was provided. Correct parcel number is 505-27-133 4.
0257421974	1053305	AZ	\$109.38	Delinquency for the 04-08 installment for Maricopa County due to incorrect parcel number 313-03-799 8 was provided. Correct parcel number is 313-03-798.
0257421974	1053305	AZ	\$109.38	Delinquency for the 10-08 installment for Maricopa County due to incorrect parcel number 313-03-799 8 was provided. Correct parcel number is 313-03-798.
0257536524	1459755	AZ	\$80.34	Delinquency for the 04-08 installment for Maricopa County due to incorrect parcel number 505-07-938 7 was provided. Correct parcel number is 505-27-133 4.
0257536524	1459755	AZ	\$80.35	Delinquency for the 10-07

				installment for Maricopa County due to incorrect parcel number 505-07-938 7 was provided. Correct parcel number is 505-27-133 4.
0257503516	1383147	TN	\$103.00	Delinquency for the 12-07 installment for missing Lenoir City tax line on parcel 020A E 02900 000407.
0257611186	441080	NC	\$56.79	Delinquency for the 10-07 installment on parcel number 03323107, due prior to acquisition date of 01/16/08.
0257528455	1439919	IL	\$314.31	Delinquency for the 08-08 installment due to incorrect parcel number 08-13-226-017 was provided on the tax line at the time of set up. Correct parcel number is: 08-13-226-017.
0257622431	546656	IL	\$17.43	Delinquency for Cook County on the 02-09 installments due to a missing second parcel number 14-18-203-040-1008 for the parking unit P-2 (Funds wired to Cook County on 03/17/09).
0257622431	546656	IL	\$156.42	Delinquency for Cook County on the 02-08 installments due to a missing second parcel number 14-18-203-040-1008 for the parking unit P-2 (Funds wired to Cook County on 03/17/09).
0257622431	546656	IL	\$156.42	Delinquency for Cook County on the 08-08 installments due to a missing second parcel number 14-18-203-040-1008 for the parking unit P-2 (Funds wired to Cook County on 03/17/09).
0257470765	1240022	WA	\$18.09	Delinquency for the 04-08 installment for Snohomish County due to missing second parcel number 00881000602500.
0257470765	1240022	WA	\$18.10	Delinquency for the 10-08 installment for Snohomish County due to missing second parcel number 00881000602500.
0257470765	1240022	WA	\$29.53	Delinquency for the 10-07 installment for Snohomish County due to missing second parcel number

				00881000602500.
0257470765	1240022	WA	\$29.53	Delinquency for the 04-07 installment for Snohomish County due to missing second parcel number 00881000602500.
0257470765	1240022	WA	\$31.23	Delinquency for the 10-06 installment for Snohomish County due to missing second parcel number 00881000602500.
0257519645	1418670	LA	\$48.89	Delinquency for the 12-08 installment for Tangipahoa Parish due to an incorrect parcel number 04580109 on the tax line at the time of acquisition. Correct parcel for this property: 04634209.
0257546747	1480739	PA	71.61	Delinquency for the 01-08 installment for Pittsburg City on parcel number 1160012R00070031800. Per notification, payment was not received for this installment.
0257527556	1437765	IN	\$4.29	Delinquency for the 10-08 installment for Lagrange County due to missing additional parcel number 44-05-02-100-030.001-014.
0257527556	1437765	IN	\$4.29	Delinquency for the 04-08 installment for Lagrange County due to missing additional parcel number 44-05-02-100-030.001-014.
0257527556	1437765	IN	\$4.30	Delinquency for the 10-07 installment for Lagrange County due to missing additional parcel number 44-05-02-100-030.001-014.
0257643429	7001890	NY	\$217.49	Delinquency for the 07-07 installment for Cato Town on parcel number 052489064000000102000500. Per tax office, payment was not received. Installment due prior to acquisition date of 01/16/08.
0257693192	959806	IL	\$360.10	Delinquency for the 02-09 installment for Cook County due to missing additional parcel number 28-17-206-029-1025.
0257693192	959806	IL	\$137.05	Delinquency for the 08-08 installment for Cook County due to missing additional .



				parcel number 28-17-206-029-1025.
0257693192	959806	IL	\$360.09	Delinquency for the 02-08 installment for Cook County due to missing additional parcel number 28-17-206-029-1025.
0257495606	1349241	IL	\$146.37	Delinquency for the 08-08 installment due to missing parcel number 14-31-319-047-1151.
0257495606	1349241	IL	\$8.62	Delinquency for the 02-08 installment due to missing parcel number 14-31-319-047-1151. Charge for Clerk fee notice
0257495606	1349241	IL	\$146.38	Delinquency for the 02-08 installment due to missing parcel number 14-31-319-047-1151.
0257495606	1349241	IL	\$8.62	Delinquency for the 08-08 installment due to missing parcel number 14-31-319-047-1151. Charge for Clerk fee notice.
0257495606	1349241	IL	\$10.00	Delinquency for the 02-09 installment due to missing parcel number 14-31-319-047-1151.
0257576371	1551393	KY	\$5.84	Delinquency for the 10-09 installment due to missing Green Spring City tax line.
<b>TOTAL:</b>			<b>\$6,396.44</b>	

**WELLS  
FARGO**

Wells Fargo – Law Department  
Consumer Real Estate Division  
MAC X2401-06T  
1 Home Campus  
Des Moines, IA 50328-0001

**Transmittal Memorandum**

**Via Over-night  
Delivery**

**Date:** June 8, 2010

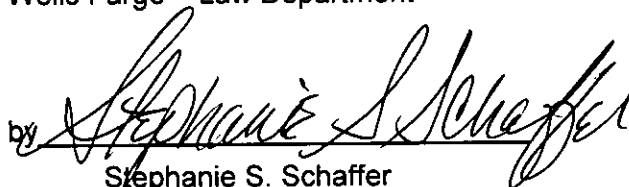
**To:** BMC Group, Inc.  
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

**Re:** **Taylor, Bean & Whitaker Mortgage Corp. Bankruptcy  
US Bankruptcy Court, Middle District of Florida  
Jacksonville Division  
Case No.: 3:09-bk-07047-JAF**

**Enclosures:** Two originally executed Proofs of Claim.

**Comments:** Please file one copy with the Court and return a date stamped copy to my attention in the enclosed pre-paid over-night envelope.

Wells Fargo – Law Department

by 

Stephanie S. Schaffer  
Paralegal, Consumer Real Estate Division  
1 Home Campus, MAC X2401-06T  
Des Moines, IA 50328  
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