Case 3:09-bk-07047-JAF Doc 1067 Filed 02/22/10 Page 12 of 17

IDU TEDIS ATESHANKRUPTGY COURT 277 E A MIEDIE DISTRICT OF ELORIDAT ALLADASON VILLE DIVISION	PRO	OF C	F CLAIM		
nie: Taylor, Bean & Whitaker Mortgage Corp.	3:09		47-JAF		}
NOTE: This form should not be used to make a daim for an administrative expension the cummencement of the case. A "request" for payment of an administrative expense mily be lised pursuant to 11 U.S.C. § 503		Eryorn es cienn retati	bas if you are aware the areas filed a proof of a proof	,]	٠
Tampa, FL 33634 Attn: Tamara Aziz -Legal Dept J	EMI 4 KSONVILL JN 1	E, FLORIC 1 201	LE ED	as acheduled by amounts are for against the Obb ed chaim EXCEP If the amounts Contingent, Un proof of claim I I I I I I I I I I I I I I I I I I I	ady filed a proof of claim with the
Creditor Telephone Number (813 881-2211 N Cheesenskite Name and address where payment should be sent (if different MIGOLE JPMorgan Chase Bank N.A. Attn: Legal Department Same as above Payment Temphone Number () Same as above	idgreganie Obestric	Q CIM	Stippie to be sent RIMA box if you are or trustee in this	Check this bo	or BMC, you do not need to file again. ox to indicate that this a a previously filed claim. er (if known):
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 1,156,95. If all or part of your claim is secured, complete item 4 below; however, if all of it all or 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 post BASIS FOR CLAIM: Mortgage loan defects/losses	of your clai	nount of cir Suctions 13e on	um. Attach tramized 3. LAST FOUR L IDENTIFIES DEE	statement of interest of DIGITS OF ANY NU STOR:	MBER BY WHICH CREDITOR
Check the appropriate box if your claim is secured by a lien on	acured Cla ecured Clai _Loan;	im Amount im Amount Amount	\$ 1 <u>,156,9</u> of excessings and of	27.64 her charges <u>as of time</u>	NOT. Include the priority portion of ur claim here.
PRIORITY CLAIM Amount of Claim Emitted 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.			_		include QNLY 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). Wages, salaries, or commissions (up to \$10,950°), samed within 180 days before filing of the bankruptcy petition or cassation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).	ָ כ כ	Texes Other	e for paragnal, famil or penalties owed to Specify applicable into are subject to a	y, or household use -1 povernmental units - peregraph of 11 U.S.C. diustment on 4/1/10 si	11 U.S.C. § 507(a)(8). § 507(a) (). Id every 3 years thereafter
CREDITS: The amount of all payments on this claim has been credit. SUPPORTING DOCUMENTS: Attach reducted copies of supposite statements of running accounts, contracts, count judgments, mortging evidence of perfection of a security interest. (See definition of "redaining the statement of the parts. STAMPED COPY. To receive an acknowledgment of the	orting doc ages, and acted" on a filing of	ine purpos umants. I security reverse s your clain	e of making this pounds to such as promisso agreements. You ide.)	ry notes, purchase t may also attach a s the documents are to to NOT SEND ORIGIN	arders, invoices, itemized
enclose a stamped, self-addressed envelope and copy of this proof The original of this completed proof of claim form must be sent by telecopy or other electronic means NOT accepted), so that it is act Eastern Time on June 15, 2010, the Bar Date (as defined in the Br	not claim mall, han ually rece tr Date N	d, courier lived on o otice).	or overnight deliv r before 5:00 p.m	ery (lacsimile, prevailing	THIS SPACE FOR COURT USE ONLY B & W Mortgage Corp.
BMC Group, Inc. Attn: Taylor, Been & Whitaker Mortgage Corp. Claim Processing PO 8ox 3020 Chanhasest, MN 55317-3020	BMC Grou Alun: Taylo 18750 Lak Chanhasai	p, Inc r, Bean & \ v Drive Ea m, MN 553		losp, Gleim Pr	02565
DATE SIGNATURE: The person filling this claim me 6/10/2010 and state address and referen	li ngis fati edinun enc	Sign and p r if differen	int name and title, it t from the notice add	any, of the creditor or Irees above, Attach co	other parson authorized to file this claim py of power of attorney, if any,

The sale for a manufactor training is a firm of time to 500 000 pr imprisonment for up to 5 years, or both, 18 U.S.C. 55 152 AND 35.

	TAYLOR BEAL	TAYLOR BEAN & WHITAKER	***************************************	-
	POC Amount:		\$1,756,927.64	
	LOAN	MORTGAGOR	Demand *** Amount :	Loan Status
\				
	60/898/49	60/838/49 EVEREII, BUBBY J	\$69,927.20	X _C C
	0622832000		410E F F F F F F F F F F F F F F F F F F F	B F F F
\				-
	0632856068	FAIR JAMES T	\$216,594.48	REO
	0053954061	KEELS ARTHUR	\$46,288.08	Loan in Forectosure
<	1			
	0607458569	JENKINS JERRY A	\$104,475.87	Normal Servicing
2	0991054099	DOMINICK DALE A	\$92,371.42	Normal Servicing
	,			
ζ				
	0991054172	OUELLETTE JOHN	\$165,415.36	Bankruptcy has been File
	, r.			

-U 0633874243

BOTTOMLEY BEN O

\$276,271.36

REO

Missing Docs(s) - appraisal

provided. Chase did not contact TBW due to BK.

Investor demand

adversary action. (Was originally been Filed thought to be an uninsured loan.)

and void due to the default of the

involved in a lawsuit. WaMu demand

provided.

unsuccessful, and the loan was null

Tale Defects - borrower filed BK and loan closed without BK court authority. Trustee filed adversary action to bar the loan but was

No Investor demand -WaMu legal/internal demand. TBW was

Uninsured FHA Loan

demand letter provided. Also - WaMu TBW provided. Chase demand letters to voluntary repurchase. was an internal

tneligible loan -CondoHotel

investor email to WaMu

due to borrower allegation of fraud to initiate or complete foreclosure

demand letter. No investor demand provided. Also - Risk Mit

fraud docs and WaMu

Fraud - servicing deficiency; inability

Missing Docs - appraisal. Also - unnacceptable appraisal findings.

contact TBW due to BK investor demand

provided. Chase did not

Investor demand

misrepresenation of income. Missing docs - asset docs, final HUD1, and

provided. Chase did not contact TBW due to BK.

Investor demand

ncome docs. Underwriting errors.

Multiple - Mt Rescission due to proper title. Ineligible property.

Fitle Defects-Mobile home without

Investor demand provided. Chase did not contact TBW due to BK.

Total Claim Amount Filed: \$1,156,927.64

Reason /Breach 1962 - 1

Botom Grayandant Missiones

RRA

JAN 28 2010

DATE RECVO

Rhonda Klansky

Washington Mutual Bank

7255 Baymeadows Way, Mailstop: JAXA1090

Jacksonville, FL 32256

Date of Notification:

1/25/2010

Action Requested: Remove this Loan From Our REO Inventory / Non-Compliance

Note: Please remit the current amount due using Special Remittance Code 315 --Repurchase Proceeds. Refer to our Servicing Guide for specific instructions.

Non-Receipt of Requested Documents:

We previously requested the documentation for the loan listed below. To date, we have not received the requested information. This has exceeded our specified timeframe - 45 days from our original notification. Therefore, in accordance with our existing guide, we are requesting immediate removal of this loan from our REO portfolio.

Loan Information:

Fannie Mae Loan No:

1699321878 Servicer Loan Number: 0633874243

Borrower(s):

-BEN'O'BOTTOMLEY-

CoBorrower:

SHARON BOTTOMLEY'L 10401 CALLE CONTENTO NW

Property Address:

ALBUQUERQUE NM 871143836

Seller Name:

WASHINGTON MUTUAL BANK

Seller No:

214300176

Servicer Name:

WASHINGTON MUTUAL BANK

Servicer No:

126690002

Broker/Originator:

REO Status:

Listed

Amount Requested: Contact your investor accounting department.

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Findings: Failure to submit loan file.

Fannie Mae Contacts:

Inventory Management Team: Inventory Management Group@fanniemae.com

877-564-5389

Underwriting Director: Maria Brewster

Maria b brewster@fanniemae.com

972-773-7919

Responses with additional information may be submitted via QAS or by contacting your Underwriting Consultant.

Additional Loan Information

Fannie Mae Loan No:

1699321878

Servicer Loan Number: 0633874243

Borrower(s):

BEN O BOTTOMLEY

CoBorrower:

SHARON BOTTOMLEY L

Property Address:

10401 CALLE CONTENTO NW

ALBUQUERQUE, NM 871143836

Review Type:

Post Foreclosure Review

LTV:

CLTV:

74

HCLTV: **Product:** N/A N/A

74

Occupancy:

Principal

Loan Purpose:

N/A

Property Type:

N/A

AUS:

DU

Recommendation:

Contract Number:

L09757

Closing Date:

07/07/2005

LPI Date:

09/01/2007

Special Feature Code(s): No Flood Insurance - Not a Special Flood Hazard Area Property; Limited Cash-Out/No Cash-Out Refinance; Correspondent Third-Party

Origination (Cash and MBS) Origination Appraiser:

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	O-BOTTOMLE	MSP LOAN MASTER TYPE 13 1ST MTO LAND SALES	R MAINT. & DISPLAY G,CONVEN W/O INS	06/05/10	12:53:36 GROUP
	ACQUISITION PRIN BAL 284500.00	OLD LOAN NUMBER	ACQUISITION ID TAYLOR BEA	OLD SVCR NUMBER	Y/E RPTG FROM ACQ DT N (Y/N)
ACQUISITION TYPE	OLD LN # STOP				
1-ORIGINATED 2-PURCHASED 3-SERV TRANS	(::::22	,	OUST OD-		:
LOAI	N SERV	NEW SERV LOAN NUMBER	CUST CD: CONTRACT LO SERV SOLD D MMDDYY		· DT
DISCHARGED (CH7 BANKRUP	TCY	***************************************		:

LOAN IS IN FORECLOSURE, F/C STOP = 7 741 DAYS PAST PROJECTED LEGAL DATE

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Sominick

W Washington Mutual

June 7, 2010

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

Re:

New Loan #:

0991054099

Old Loan #:

0632352787

Borrower:

Dale Dominick Property address: 2900 Mann Street

Marshfield, WI 54449

INITIAL NOTICE OF FINDINGS OF LOAN ORIGINATION DEFECT

Dear Mr. Wessels:

We are writing to notify you about a defect found with the above-referenced loan. The Washington Mutual Correspondent Seller Guide is incorporated into our Correspondent Purchase and Sale Agreement. The warranties and representations made by your company with each loan sold to Washington Mutual are specified in Section 600 of the Seller Guide. The defect described on the attachment to this letter is a breach of those warranties and representations. For purposes of quick reference, the defect involving this loan can generally be described as:

Uninsured FHA Loan

Washington Mutual is giving you the opportunity to cure the defect. If you are unable to satisfactorily cure this defective loan within 30 days we will require you to repurchase this loan and will begin the process to facilitate this repurchase. Once we have repurchased the loan from the investor, your ability to appeal this demand will cease.

Please note that we will continue normal loan servicing until the repurchase is completed. Servicing may include collection efforts, loss mitigation, foreclosure, REO marketing and sale, and loan liquidation. As a result, the asset may be sold and the repurchase demand may be converted to a demand for ("make-whole") loss reimbursement.

We encourage your prompt response. We look forward to working with you to resolve this matter amicably and in an expedited manner. If you have any questions, please feel free to contact me at 904-886-1507 or via email at sean, waelde@warnu.net.

Respectfully,

Sean D. Waelde Recourse and Recovery Home Loans Credit Risk Management Washington Mutual Bank

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7255 Baymeadows Way Jacksonville, FL 32256

February 11, 2008

Steve Wessels
Taylor, Bean & Whitaker
101 NE 2nd Street
Ocala, FL 34470

RE:

REPURCHASE DEMAND

Dear Mr. Wessels,

Washington Mutual Bank ("Washington Mutual") hereby demands that Taylor, Bean & Whitaker ("Seller") repurchase from Washington Mutual the loans identified on the attached spreadsheet (the "Mortgage Loans"). Washington Mutual purchased the Mortgage Loans from Taylor, Bean & Whitaker pursuant to a loan purchase and sale agreement between Washington Mutual and Seller (the "Agreement"). The said Agreement incorporates by reference the Correspondent Lending Seller Guide (the "Guide").

Under the terms of the Guide, Washington Mutual has determined that the Mortgage Loans should be repurchased based on the following facts:

Uninsured FHA Loan

The above facts constitute breaches of representations, warranties and/or covenants set forth in Chapter 600 of the Guide. Pursuant to Chapter 600 of the Guide and Article V (Remedies; Indemnification) of the Agreement, the Seller is required to cure the above-described breach(es) or repurchase the Mortgage Loan(s).

The total repurchase amount due Washington Mutual is \$231,252.94, good through March 1, 2008. Attached, please find a balancing sheet and supporting documentation, which detail the total repurchase amount. Please remit repurchase funds via wire transfer no later than February 29, 2008. Wiring instructions are as follows:

WIRING INSTRUCTIONS

Bank Name/ Address:

Washington Mutual Bank, 400 E Main Street, Stockton, CA 95290-0001

Bank Short Name:

WASH MUT BKFA STOK

Account #:

292220007633

Bank ABA#:

321180748

REF:

Attn: Sean Waelde and Ioan #/borrower name

Upon receipt of repurchase funds, the loan will be service transferred to Taylor, Bean & Whitaker within 45 days. Until then, Washington Mutual will continue normal loan servicing according to investor and/or insurer guidelines and requirements. "Normal loan servicing" includes, but is not limited to, default servicing, loss mitigation, foreclosure, REO marketing, asset sale and loan liquidation. If the Seller fails to perform its obligation to repurchase in a timely manner, the Seller will become liable for all losses, fees, costs and expenses incurred by Washington Mutual and/or the investor.

Nothing in this letter waives or modifies any rights or remedies Washington Mutual may have under the Agreement, the Guide, or applicable law. If you have any questions, concerns, or need any additional information, please do not hesitate to contact me at 904-866-1507 or sean-waelde@wamu.net. Thank you for your attention to this matter

Sincerely,

Sean. D. Waelde Recovery Specialist III Repurchase and Recourse

Enclosure:

Demand Statement

Document- R1

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W Washington Mutual

Demand Statement

richaica	D	GRAND TOTAL	Taylor, E Taylor, E	
Figure is good through 03-01-08.	Prepared By: Sean Waelde	TOTAL	Taylor, Bean & Whitaker `Taylor, Bean & Whitaker	Lender
	Date Prepared: 02/11/08		Dale Dominick Tony Wittend	Mortgagor
			0991054099 0991054081	Loan Number Old Loan#
			0632352787 0632529806	Old Loan #
			Repurchase Repurchase	Demand Type
			Unisured FHA Loan Unisured FHA Loan	Reason Type
		\$231,252.94	\$102,589.29 \$128,663.65	Amount Due

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. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELO	PHENT	B. TYPI	OF LOAN	
		1. [X]FHA 2. []FMHA 3 4. []VA 5. []CONV. INS.	. {)CONV. UNINS	
		6. FILE MUMBER:	7. LOAN NUM	ER:
Pinel		04202716		15527
NOTE: This form is furnished to give you a statement of	factual seulement e	8. MTG. INS. CASE NO.: 581-259 PRS. Amounts paid to and by the senten-		Items marked
("p.o.c.") were paid outside the closing: they ar				TOTAL PARTET
NAME OF BORROWER: Oale A. Dominick			141401111	11 alis 18 de 180 111 WEST (18 7)
ADDRESS: 2307 S. Pelmetto Ave.	∷arshfield, Wi	54449		
. NAME OF SELLER: Bradley Parks, Kerry			latintin	HOD1
ADDRESS: 2900 Menn Rd. Marshfi	ald. til 54449		SELLER T	rwr.
. NAME OF LENDER: Taylor, Bean & Whitek			DEDUK 1.	
1417 North Magnolia A	venue			
ADDRESS: Ocale, FL 34475 .PROPERTY LOCATION: Lot				
2900 Hann Rd Warshfio	16 WT 54449			
. SETTLEMENT AGENT: YANGHARD TITLE, L.L.O				
ADDRESS: 209 S. Central Avenue			PHONE NUMB	:к;
Marshfield, Wi 54449			BNT AGENT T	
PLACE OF SETTLEMENT: VANGUARD TITLE, L.L.C ADDRESS: 209 S. Central Avenue		PHONE MUMBER:	1	CENT DATE
Marshfield, WI 54449			1	ng date: 06/02/04 on date: 06/02/04
J. SUMMARY OF BORROWER'S TRANS	CTION	K. SUMMARY OF S		
00. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SEL	LER:	
11. Contract sales price 12. Personal property	101,000.00	401. Contract sales price 402. Personal property	-	101,000,00
3. Settlement charges to borrower(line 1400)	2,712.05	403.		
14.		404.		
05		405.		
djustments for items paid by seller in advance:		Adjustments for items paid for seller in	advance:	
06. City/town texes to		406. City/town taxes	10	
07. County taxes to 08. Assessments to		407. County taxes 408. Assessments	to Vo	
09.	·	409.		
10.		410.		
11.		411.		
20. GROSS AMOUNT DUE FROM BORROWER:		420. GROSS AMOUNT DUE TO SE	I CD.	
	103,712.05			101.000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	250.00	500. REDUCTIONS IN AMOUNT D 501. Excess deposit(see instructions)	OE TO SELLER:	<u>. </u>
102. Principal amount of new loan(s)	99,439.00	502. Settlement charges to seller(line	400)	9.454.31
03. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
04. 105.	-	504. Payoff of first mortgage loan 505. Payoff of second mortgage loan	<u> </u>	79.559.91
206.		506.		
207. C-CAP	3.030.00	507. C-CAP 508.		3,030.00
209.		509.	····-	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seile	:	
210. City/town taxes to	854 65	510. City/town taxes	to 04/03/04	
211. County taxes 01/01/04 to 06/02/04 212. Assessments to	879,08	511. County taxes 01/01/04 512. Assessments	to 06/02/04	879.00
213.		513.		
214.		514.		
215.		515. 516.	<u> </u>	#
217.		517.	·····	<u> </u>
218.		518.		
219.		519.		
220. TOTAL PAID BY/FOR BORROWER;	103.598.06	\$20. TOTAL REDUCTION BY AMO	KUNT:	92.923.3
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO		
301. Gross amount due from borrower(line 120) 302. Less amounts paid by/for borrower(line 220)	103,712.05	601. Gross amount due to seller(line 602. Less total reductions in amount		92,923.3
203. CASH IX FROM! TO! BORROWER:	,	603. CASH IX TOLL FROM SEL		
	113.99	<u> </u>		8,078.6
UBSTITUTE FORM 1099 SELLER STATEMENT-The inform important tax information and is being furnished to the interna	Revenue Service.	If you are required to file a return, a neg		
e imposed on you if this item is required to be reported and the ELLER INSTRUCTION-If this real estate was your principal or	IRS determines that midence, file Form	it has not been reported. II 19, Sale or Exchange of Principal Resi		
turn: for other transactions, complete the applicable parts of Fe	A.D 4131, FORD 941	2 mm or senequie is (Form 1040).		1

Madley de Your Grand Scales Scales

is my correct taxtered identification

ij

Losa No: 585527

ADDENIUM TO HUD-1 SETTLEMENT STATEMENT

	}	•
NOTICE TO ALL PARTIES: If information is obtained which indicates other than from the borrower or other than stated by the lender in its closing instructions from the lender before proceeding with settlement.		
CERTIFICATION OF BUYER IN AN FHA-INSURED LOAN	TRANSACTION	
I certify that I have no knowledge of any loans that have been or w assumed by one (us) for purpose of financing this transaction, other than those		been or will be
(including addends). I certify that I (we) have not been paid or reimbursed for and will not receive any payment or reimbursement for any of my (our) closing contract (including addends) and/or my application for mortgage insurance sub-	any of the cash down payment. I certify g costs which have been previously disci-	
Dale: 6/ 2/2004		
al l'imprued		
Dale A Dominick Borrower	Borrower	
Bo tower	Borrower	
WARNING: It is a crime to knowingly make false statements to the United conviction can include a fine and imprison tent. For details, see Title 18 U.S.C.		. Peruhies upon
CERTIFICATION OF SELLER IN AN FHA-INSURED LOAN TO	RANSACTION	
I certify that I have no knowledge of any loans that have been or will be assumed by the borrower(s), for purpose of financing this transaction, othe (including addenda). I certify that I have not and will not pay or reimburse the borrower(s) for any part of the bedisclosed in the sales contract (including any addenda).	r than those described in the sales contr e borrower(s) for any part of the down p	ect dated syment. I certify that
Date: 6/ 2/2004		
Braelles of Jarles		
Vorent Parts		Sciler
Seller	Seller	
WARNING: It is a crime to knowingly make false statements to the Unite conviction can include a fine and imprisonment. For details, see Title 18 U.S.	d States on this or any other similar form Code Sections 1001 and 1010.	i. Penalties upon
CERTIFICATION OF SETTLE MENT AGENT IN AN FHA-IN	SURED LOAN TRANSACTION	
To the best of my knowledge, the HUD-1 Settlement Statement we funds received which were (i) received, or (ii) peid outside closing, and the fu undersigned as part of the settlement of this transaction. I further certify that by the borrower(s) and seller(s) as indicated.	nds received have been or will be disburn	ed by the
NOW.	6/2/04	
Settlement Agent D	ate	
[The certifications contained herein may be obtained from the respective paraddude 1	ties at different times or may be obtaine	d on separate

WARNING: It is a crime to knowingly make false statements to the United States on this or my other similar form Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 9.9. Code Sections 1007-and 1010 3 1 4 5 7 PW



			F	TYPE.	_0	F LOAN
١.	(X)FHA	2. []FMHA	3.	ſ	JCONV. UNINS.
4,	[]VA	5. [CONV.	1NS.		
6.	FILE NUM	BER:		,	Т	7. LOAN NUMBER:
		142022	c	•	1	f D c f d n

Final

C. NOTE:

8. MTG. :NS. CASE NO.: 581-2596953-703 This form is furnished to give you a statement of ac. 121 settlement costs. Amounts poid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing: they are sh. An here for information purposes and are not included in the totals.

PHONE NUMBER:

D. NAME OF BORROWER: Date A. Dominick

ADDRESS: 2307 S. Palmetto Ave. Naighfield, WI 54449

NAME OF SELLER: Bradley Parks, Kerry L. Farks.

ADDRESS: 2900 Mann Rd. Marshfield WI 54449 7. NAME OF LENDER: Taylor, Bean & Whitaker Lortgage Corp.

1417 North Magnolia Aven n

ADDRESS: Ocala, FL 34475

G. PROPERTY LOCATION: LOC

2900 Mann Rd Marshfield "." 54449

H. SETTLEMENT AGENT: VANGUARD TITLE, L.L.C. ADDRESS: 209 S. Central Avenue

PHONE NUMBER:

Marshfield, Wi 54449 PLACE OF SETTLEMENT: VANGUARD TITLE. L.L.C.

SETTLEMENT AGENT TIN: 39-2030694

SELLER TIN:

ADDRESS: 209 S. Central Avenue Marshfield, WI 54449 I.SETTLEMENT DATE Closing date: 06/02/04 Proration date: 06/02/04

J. SUMMARY OF BORROWER'S TRANS 100. GROSS AMOUNT DUE FROM BORROWER:		K. SUMMARY OF SELLER'S TRANSA 400. GROSS AMOUNT DUE TO SELLER:	C110H
10). Contract sales price	*01.C00.00	401. Contract sales price	101.000.00
102. Personal property		402. Personal property	701.000.00
103. Settlement charges to horrower(line 1400)	2.712.05	403.	
104.		404	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407, County taxes to	
LOB. Assessments 10		408. Assessments to	
109.		409.	
110.	·	410.	
11.1.		411.	
112.		412.	
120, GROSS AMOUNT DUE FROM BORROWER:	03,712.05	420. GROSS AMOUNT DUE TO SELLER:	101,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER	;	500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	250.00	501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)	99.439.00	502, Settlement charges to setler(line 1400)	9,454.31
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan Mai	79, 559.97
205.		505. Payoff of second mortgage loan	
206.		506.	
207. C-CAP	3.030.00	507. C-CAP	3,030.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:	-	Adjustments for items unpaid by seller:	
210. City/lown taxes to		510. City/town taxes to	
211. County taxes 01/01/04 to 06/02/04	879.06	511. County taxes 01/01/04 to 06/02/04	879.06
212. Assessments to		512. Assessments to	
213.		513.	• •
214.		514.	
215.		515.	
216.		\$16.	
217.		\$17.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:	103,598.06	520. TOTAL REDUCTION IN AMOUNT:	92,923.34
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	103.712.05	601. Gross amount due to seller(tine 420)	101,000.00
302. Less amounts paid by/for borrower(line 220)	103,598.06	602. Less total reductions in amount due seller(line 520)	92.923.34
303. CASH [X FROM] [TO BORROWER:	113.99	603. CASH IX TOLL FROM SELLER:	8.076.66

SUBSTITUTE FORM 1099 SELLER STATEMENT-The information contained in Blocks E.G./H and I and on fine 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Rev. nue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS duternines that it has not been reported. SELLER INSTRUCTION-if this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4 '97, Form 6252 and/or Schedule D (Form 1040). with your correct taxpayer identification number. You are required by law to provide

Under penalties of perpury. I certify that the number shown on this statement is my correct taxpayer identification number.

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with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

S LDI			OF OMB No. 2502-0265
ile 04202716 L. SETTLEMENT C		PAID FROM BORROWER'S FUNDS	PAID FROM SELLER'S FUNDS
700. TOTAL SALES/BROKER'S COMMISSION Based on \$	101.000.00@ 6.00%- 6.060.00	AT SETTLEMENT	AT SETTLEMENT
Division of Commission (line 700) as follows: 701. \$6.060.00 to SUCCES:	E BEALTY INC		
702. \$ 10	S REALTY. INC.		
703. Commission paid at settlement		·	6 060 00
704,			6,060.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.	 -		
801. Loan Origination fee % Moneyw	Mertgage Company		979.70
802. Loan Discount %			
803. Appraisal fec to Moneyw	e Mortgage Company		150.00
804. Credit Report to Moneyw	i a Mortgage Company		52.00
805. Lender's inspection fee to			
806. Mortgage Insurance application fee to			
807. Assumption Fee to			
	2 Mortgage Company		250.00
	. BEAK & WHITAKER -POCL 73.00		· · · · · · · · · · · · · · · · · · ·
	BEAK & WHITAKER -POCL 515.00		
	1.3 Mortgage Company -POCL 2.937.43		
812. to	· · · · · · · · · · · · · · · · · · ·		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVAN			
901. Interest from 06/01/04 to 06/02/04 @\$		(17.71)	
902. Mortgage insurance premium for mo. to TAYLOR 903. Hazard insurance premium for yrs. to AMERIC.	. BEAN & WHITAKER A'S FALCILY -POCB 425.00	1,469.55	
904. yrs. to	* PQUB 425.00		
905.			
000. RESERVES DEPOSITED WITH LENDER			
001. Hazard Insurance 2 mo.@\$	35,42 per mo.	70.84	
002. Mortgage insurance mo.@\$	per mo.		
003. City property taxes mo.@\$	per mo.		
004. County property taxes 8 150.@\$	175.24 per mo.	1,401.92	
005. Annual assessments (Maint.) mo.@\$	per mo.		
006. mo.@\$	per mo.		
007. mo.@\$	per mo.		
1008. Aggregate Adjustment mo.@\$	per mo.	(212.55)	
009. Aggregate Reserve for Hazard & Flood Ins., City & County F	r.ip. Taxes, Mortgage Ins. & Annual Assessments		
100. TITLE CHARGES:			
1101. Settlement or closing fee to VANGUA	RD TITLE, L.L.C.		200.00
1102, Abstract or title search to	· ····		
1103. Title examination to	<u> </u>	ļ	
1104. Title insurance binder to	<u> </u>		
105. Document preparation to			
1106. Notary fee to			
	Billings & Norby, S.C.		105.00
(includes above items No.;)			
	S) TITLE, L.L.C.		711.00
(includes above items No.:)	40 00 HANGHADD TITLE		l
109. Lender's coverage 99,439,00 \$	CO.OO VANGUARD TITLE	 	
1110. Owner's coverage 101,000,00 \$	EST. OO WYNTA & BILLINGS	<u> </u>	<u> </u>
1112. to			
1113. to		<u> </u>	
III4. to	-	†	··
200. GOVERNMENT RECORDING AND TRANSFER CHARG	Ŀs	*	•
	1.00 Rel. \$ 11.00	ľ	63.00
1202. City/county tax/stamps: Deed \$ Mrtg \$	<u> </u>	1	
1203. State tax/stamps: Deed \$ 303.00 Mrtg \$			303.00
1204. 10			
1205. to			
1206. to			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey 10			
1302. Pest inspection to			
1303. PAYMENT to REIGE	L PLUNSING		155.61
1304. ROOF REPAIRS to MATT I	NI . LES		75.00
1305, C-CAP FEE to C-CAP			350.00
1409. FOTAL SETTLEMENT CHARGES (entered on lines 103,		2,712.05	9,454.31
EFFUFICATION: I have carefully reviewed the HUD-I Settlement common and discursements made on my account or by me in this transfer and the settlement of the	I histement and to the best of my knowledge and be no action. I further certify the I have received a co	elief, it is a true and accurate py AHUD Settlement St	e statement of ail atement.
Borrowers The HUD-1 Settlement Statement which I have prepared is a true an egordance with this statement.	Sellers Sellers I have caus	ed or will cause the funds to	p be disbursed in
Seutement Agent	reite Union		

Loan No: 585527

ADDENDUM TO HUD-I SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN AN FHA-INSURED LOAN TRANSACTION I certify that I have no knowledge (fany loans that have been or will be made to me (us) or loans that have been or will be assumed by mc (us) for purpose of financing this transaction, other than those described in the sales contract dated (including addenda). I certify that I (we) have not been paid or reimbursed for any of the cash down payment. I certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which have been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender. 6/ 2/2004 Borrower Borrower Borroy, cr WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S Code Sections 1001 and 1010. CERTIFICATION OF SELLER IN AN FEA-INSURED LOAN TRANSACTION I certify that I have no knowledge of any loans that have been or will be made to the borrower(s), or loans that have been or will be assumed by the borrower(s), for purpose of financing this transaction, other than those described in the sales contract dated (including addenda). I certify that I have not and will not pay or reimburse the borrower(s) for any part of the down payment. I certify that I have not and will not pay or reimburse the betrower(s) for any part of the borrower's closing costs which have not been previously disclosed in the sales contract (including any a idenda). Date: 6/ 2/2004 Scller WARNING: It is a crime to knowingly make (also statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S Code Sections 1001 and 1010. CERTIFICATION OF SETTLEMENT AGENT IN AN FHA-INSURED LOAN TRANSACTION To the best of my knowledge, the HUD-1 Scitlement Statement which I have prepared is a true and accurate account of the funds received which were (i) received, or (ii) gaid outside closing, and the funds received have been or will be disbursed by the undersigned as part of the settlement of this hunsaction. I further certify that I have obtained the above certifications which were executed by the borrower(s) and seller(s) as indicated. 6/2/04 Date

[The certifications contained herein may be chained from the respective parties at different times or may be obtained on separate addenda.]

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see Title 18 U.S. Code Sections 1001 and 1010.

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Loan No: 585527

ADDENDUM TO HUD-I SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN AN FILA-INSURED LOAN	TRANSACTION
I certify that I have no knowledge of any loans that have been or vassumed by the (us) for purpose of financing this transaction, other than those	will be made to me (us) or loans that have been or will be c described in the sales contract dated
(including addenda). I certify that I (we) I are not been paid or reimbursed for and will not receive any payment or reimbursement for any of my (our) closic contract (including addenda) and/or my application for mortgage insurance su	ng costs which have been previously disclosed in the sales
Date: 6/ 2/2004	
Date A Dominick Burrower	Воггомет
Вэлочет	Borrower
WARNING: It is a crime to knowingly make false statements to the Unite conviction can include a fine and imprisonment. For details, see Title 18 U.S.	ed States on this or any other similar form. Penalties upon Code Sections 1001 and 1010.
CERTIFICATION OF SELLER IN AN FHA-INSURED LOAN T	TRANSACTION
I certify that I have no knowledge of any loans that have been or wibe assumed by the borrower(s), for purpo a of financing this transaction, oth (including addenda). I certify that I have not and will not pay or reimburse to I have not and will not pay or reimburse the borrower(s) for any part of the disclosed in the sales contract (including any addenda).	ter than those described in the sales contract dated he borrower(s) for any part of the down payment. I certify the
Date: 6/2/2004	
Seller Soller	Seller
Sclien	Sciler
WARNING: It is a crime to knowingly make false statements to the Unit conviction can include a fine and impriso iment. For details, see Title 18 U.S.	ted States on this or any other similar form. Penalties upon Code Sections 1001 and 1010.
CERTIFICATION OF SETTL IMENT AGENT IN AN FHA-D	NSURED LOAN TRANSACTION
To the best of my knowledge, the HUD-1 Settlement Statement flunds received which were (i) received, or (ii) paid outside closing, and the f undersigned as part of the settlement of this transaction. I further certify that by the borrower(s) and setler(s) as indicated.	unds received have been or will be disbursed by the
Settlement Agent	0/2/04
[The certifications contained herein may be obtained from the respective produced.]	arties at different times or may be obtained on separate

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see The Cart All Control of the Control o

C0057L0

MAS1 LOAN 0991054099 MSP LOAN MASTER MAI NAME DA-DOMINICK TYPE 11 1ST MTG, FHA AQN1 ACQUISITION AND SALES	NT. & DISPLAY RESIDENTIAL	06/05/10	12:51:39 GROUP
4001	ACQUISITION ID REPWFHM	OLD SVCR NUMBER	Y/E RPTG FROM ACO DT N (Y/N)
ACQUISITION OLD LN-# INDEX TYPE STOP DATE 3			
1-ORIGINATED (MMDDYY) 2-PURCHASED 3-SERV TRANSFER SPEC CD: 999 RCRS CD:	CUST CD:		1
LOAN SERV NEW SERV SOLD ID LOAN NUMBER 1ST 2ND	CONTRACT LOA SERV SOLD DT MMDDYY		DT
LIFE-OF-LOAN: LOAN REPCH FROM WELLS FARGO H LOSS MIT IND = 9 WORKOUT CANCELLED REMO MULTIPLE LOANS PRESENT			· :

Ln# 607898749 Everett

×

Ms. Rhonda Klansky Credit Specialist III Home Loans Division JP Morgan Chase Bank, N.A. 7301 Baymeadows Way Mailstop: FL5-7201 Jacksonville, FL 32256

Date of Notification: December 31, 2009

Action Requested: Remove This Loan From Our REO Inventory

Note: Please remit the current amount due using Special Remittance Code 315 - Repurchase Proceeds. Refer to our Servicing Guide for specific instructions.

Loan Information:

Fannie Mae Loan No: 1688955841 (See last page of letter for additional loan details.)

Servicer Loan Number: 607898749

Borrower(s):

Property Address:

BOBBY J. EVERERI 216 SADDIJEHORNIJN

GUYTON, GA 31312-4731

Seller Name:

WASHINGTON MUTUAL BANK

Seller No:

214300176

Servicer Name:

WASHINGTON MUTUAL BANK

Servicer No:

217540003.

Broker/Originator:

N/A

REO Status:

Unable to Market

Amount Requested: Amount requested is subject to change daily.

Findings:

Ineligible property: The subject mortgage was delivered as a manufactured home located at 216 Saddlehorn Ln, Guyton, GA. As of the date of this letter, we have yet to receive marketable title in Fannie Mae's name or title to evidence our first lien position. Fannie Mae guidelines require the loan Servicer to provide marketable title to the property in its entirety. Without marketable title, the collateral for the subject mortgage was unacceptable and rendered the mortgage ineligible for delivery to Fannie Mae.

Please note: This loan was ineligible for sale to Fannie Mae per the Mortgage Selling and Servicing Contract per Part IV, (A) (4) pursuant to which the lender represented and warranted

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at the time of transfer of the mortgage to Fannie Mae that title to the property that secured the mortgage was a valid and subsisting lien and the property was free and clear of all encumbrances and liens, except for taxes and insurance, not yet due and payable. Per the Fannie Mae Selling Guide we are requiring the immediate repurchase of this mortgage due to a breach of this selling warranty.

Our review of the subject transaction found that the secured property is a manufactured home that has an unacceptable title impediment.

Fannie Mae Contacts:

Underwriting Consultant:

Kelli Nick

kelli_l_nick@fanniemae.com

972-807-1385

Underwriting Director:

Maria Brewster

maria_b_brewster@fanniemae.com

972-773-7919

Responses with additional information may be submitted via QAS or by contacting your Underwriting Consultant, if they are submitted no later than February 1, 2010.

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Additional Loan Information

18 m

Fannie Mae Loan Number: 1688955841

Servicer Loan Number:

Borrower(s):

BOBBY J. EVERETT

Property Address:

216 SADDLEHORN LN

GUYTON, GA 31312-4731

Review Type:

Post-Foreclosure Review

LTV:

69.00%

CLTV:

N/A

HCLTV:

N/A

Product:

30 YR FRM

Occupancy:

Principal

Loan Purpose:

Cash-Out Refinance

Property Type:

Manufactured

AUS:

N/A

Recommendation:

N/A

Contract Number:

L07841

Closing Date:

04/02/2003

LPI Date:

05/01/2008

Special Feature

Code(s):

Certain Manufactured Housing Unit Mortgages; IO Servicing Strip with Reimbursements; No Flood Insurance - Not a Special Flood

Hazard Area Property; Cash-Out Refinance; Correspondent Third-

Party Origination (Cash and MBS);

Origination

Appraiser:

N/A

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632856068 Fair

X		
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Ms. Rhonda Klansky
Credit Specialist III
Home Loans Division
JP Morgan Chase Bank
10151 Deerwood Park Boulevard
Building 400 MS: FL5-4406
Jacksonville, FL 32256
gm.recourse.and.recovery@chase.com

Date of Notification: 04/23/2010

Action Requested: Reimburse Fannie Mae For The Loss Incurred On This Loan

Note: Please remit the current amount due using Special Remittance Code 309 - Loss Reimbursement Proceeds. Refer to our Servicing Guide for specific instructions.

Loan Information:

Fannie Mae Loan No: 1697427663 (S

1697427663 (See last page of letter for additional loan details.)

Servicer Loan Number: 632856068

Borrower(s):

JAMES TEFAIR TRACY FAIR

Property Address:

Seller Name:

PARKER, PA-16049-2512 WASHINGTON MUTUAL BANK

Seller No:

214300176

Servicer Name:

WASHINGTON MUTUAL BANK

Servicer No:

126690002

Broker/Originator:

N/A

REO Status:

Disposed

Amount Requested: Amount requested is subject to change daily.

Findings:

Unacceptable Appraisal: The origination appraisal did not adequately support a value of \$300,000 as of October 2004. As a part of our underwriting process, we engaged another appraiser from the area to complete a field review of the appraisal. We have identified issues that were unacceptable appraisal practices as noted in Part XI, Section 102.02 of the Selling Guide.

1. Failure to adequately analyze and report any current contract of sale, option, offering, or listing of the subject property and the prior sales of the subject property and the Sales:

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- According to the appraisal and court house records, the borrower acquired
 the subject property for \$117,000 in January of 2002. The appraised value
 of \$300,000 represented a 156 percent increase over the \$117,000 price
 the borrower paid for the property approximately 33 months prior to the
 date of appraisal. Although the appraisal reported the subject's prior sale,
 it failed to adequately analyze its impact on the subject's appraised value.
 The appraisal indicated that market conditions were stable and the
 updates noted in the appraisal would not justify an increase of this
 magnitude.
- 2. Misrepresentation of the physical characteristics of the subject property, improvements, or Sales:
 - The appraisal represented the gross living area for Sales one, two and three as 1,232, 1,200, and 1,300 square feet, respectively, when public records indicated they were 1,985, 2,264, and 1,552 square feet.
 - The appraisal represented Sales one, two and three were located 3:4, 4 and 3.5 miles away, respectively, when the Reviewer indicated they were 18, 19 and 15 miles away.
 - The appraisal represented the subject was 13 years old when the Reviewer reported it was 26 years old.
- 3. Development of and/or reporting an opinion of market value that is not supportable by market data or that is misleading:
 - The sale price and sale date reported for Sales one, two and three was \$296,000 on August 18, 2004, \$313,000 on April 9, 2004 and \$304,000 on September 19, 2004, respectively, while the MLS indicated they were \$210,000 on August 18, 2003, \$283,000 on October 9, 2003 and \$209,000 on September 19, 2003.
- 4. Selection and use of inappropriate Sales or the failure to use Sales that are locationally and physically the most similar to the subject property:
 - Sales one, two and three were 14, 12 and 13 months old, respectively, when more recent sales were available in the MLS, per the field reviewer.
 - The subject had 1,232 square feet of gross living area, whereas Sales one, two and three had 1,985, 2,264, and 1,552 square feet, respectively.
 As a result, they were not representative of the subject since they were 61, 84 and 26 percent larger.

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- According to the Reviewer, the subject had a 0.92 acre site, while Sale three had a 7 acre site. According to the Reviewer, there were ample sales available more similar in site and therefore more representative of the subject.
- The subject was a frame dwelling of modest quality, whereas Sales one and three were superior in quality due to their brick and stone exteriors, respectively.
- The subject did not have a pool, while Sales two and three had in-ground pools not disclosed in the appraisal. Sale two also had a sun room and a pool house not reported, while Sale three had a large KOI pond and a four car garage not disclosed by the appraiser.

The reviewer presented and analyzed three alternative sales from the subject's market area. Based on the alternate sales, the reviewer estimated the subject's market value to have been \$114,500. This was 62 percent lower than the value estimate reached in the origination appraisal and resulted in a loan-to-value ratio of 195 percent. Consequently, the loan was ineligible for delivery to Fannie Mae.

Fannie Mae Contacts:

Underwriting Consultant:

Kelli Maldonado

kelli_l_maldonado@fanniemae.com

972-807-1385

Underwriting Director:

Maria Brewster

maria_b_brewster@fanniemae.com

972-773-7919

Responses with additional information may be submitted via QAS or by contacting your Underwriting Consultant, if they are submitted no later than 05/24/2010.

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Additional Loan Information

Fannie Mae Loan Number: 1697427663

Servicer Loan Number:

Borrower(s):

JAMES T. FAIR, TRACY FAIR

Property Address:

194 DIVISION RD

PARKER, PA 16049-2512

Review Type:

Post Foreclosure Review

LTV:

74.00%

CLTV:

74.00%

HCLTV:

NA

Product:

30 YR FRM

Occupancy:

Principal

Loan Purpose:

Cash Out Refinance

Property Type:

Detached

AUS:

DU

Recommendation:

Approve/Eligible

Contract Number:

L08785

Closing Date:

11/01/2004

LPI Date:

03/01/2007

Desktop Underwriter Loan (Seller Did Not Submit to DU); Cash-Out

Refinance; Limited Cash-Out/No Cash-Out Refinance; No Flood

Special Feature

Code(s):

Insurance - Not a Special Flood Hazard Area Property;

Correspondent Third-Party Origination; MBS 4 MONTH

DELINQUENT;

Origination

Appraiser:

Coby C Jones

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	OAN 0607898749 AME BJ EVERETT		MAINT. & DISPLAY CONVEN W/O INS	,06/05/1	0 12:50:35 GROUP
ACQN DATE 061803 (MMDDY)	ACQUISITE PRIN-BA 74979.	ON OLD LOAN NUMBER	ACQUISITION ID TBW	OLD SVCR NUMBER	Y/E RPTG FROM ACQ DT N (Y/N)
ACQUIST TYPE 2 1-ORIGE 2-PURCE 3-SERV	E STO INATED (MM HASED	# INDEX P DATE DDYY) C CD: RCRS CD:	: CUST CD: _		
1ST 2ND	LOAN SERV SOLD ID	NEW SERV LOAN NUMBER	CONTRACT LOA SERV SOLD D MMDDYY		S DT
	TED CH 13 BANK		TAE DAVE DAET DOG	JEOTED A ECA	



Jerkins

August 19, 2009

Steve Wessels Taylor Bean & Whitaker 3926 Premier North Drive Tampa, FL 33618

RE:

REPURCHASE DEMAND

WaMuLoan #: 0607458569 Borrower: Jenkins, Jerry

Property:

640 VILLAGE RD UNIT 4422, BRECKENRIDGE, CO 80424

Dear Mr. Wessels:

Washington Mutual Bank ("Washington Mutual") hereby demands that Taylor Bean & Whitaker ("Seller") repurchase from Washington Mutual the loan identified above (the "Mortgage Loan"). Our records indicate that your company closed the Mortgage Loan on or about April 28, 2003. Washington Mutual purchased the Mortgage Loan from Seller pursuant to a loan purchase and sale agreement between Washington Mutual and Seller (the "Agreement"). The Agreement incorporates by reference the Correspondent Lending Seller Guide (the "Guide").

Under the terms of the Guide, Washington Mutual has determined that the Mortgage Loans should be repurchased based on the following facts:

The property listed above is an ineligible project due to being a condohotel. On June 26, Rhonda Klansky sent an Initial Notice of Findings of Loan Origination Defect to Seller, giving Seller an opportunity to cure defect or appeal. Seller did not respond within the given 30 day period.

The above facts constitute breaches of representations, warranties and/or covenants set forth in Chapter 600 of the Guide. Pursuant to Chapter 600 of the Guide and Article V (Remedies; Indemnification) of the Agreement, the Seller is required to repurchase the Mortgage Loan. This letter shall serve as a formal repurchase demand.

The total repurchase amount due Washington Mutual is \$103,543.83, valid through September 16, 2009. Attached, please find a balancing sheet detailing the total repurchase amount. Please remit repurchase funds via wire transfer no later than September 16, 2009. Wiring instructions are as follows:

WIRING INSTRUCTIONS

Bank Name/ Address: Washington Mutual Bank, 400 E Main Street, Stockton, CA 95290-0001

Bank Short Name:

WASH MUT BKFA STOK

Account #:

29222 0009357

Bank ABA #:

321180748

REF:

Attn: Jacqueline Stewart and 0607458569 / Jenkins

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To assist with a seamless transfer of the Mortgage Loan, the Seller must complete a Loan Servicing Transfer Notification. Please contact me at the email address below and I will forward the form to you. Upon receipt of the transfer form and repurchase funds, the loan will be service transferred to the Seller within approximately 45 days. Until then, Washington Mutual will continue normal loan servicing according to investor and/or insurer guidelines and requirements. "Normal loan servicing" includes, but is not limited to, default servicing, loss mitigation, foreclosure, REO marketing, asset sale and loan liquidation. If the Seller fails to perform its obligation to repurchase in a timely manner, the Seller will become liable for all losses, fees, costs and expenses incurred by Washington Mutual and/or the investor.

Nothing in this letter waives or modifies any rights or remedies Washington Mutual may have under the Agreement, the Guide, or applicable law. Thank you for your attention to this matter

Sincerely,

Jacqueline Stewart, Recovery Specialist jacqueline.stewart@wamu.net

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Taylor Bean & Whitaker

Repurchase amount:	6402	543.83
Inchaichase amount.	φiψo,	743.03
(valid through 9/16/09)		

Borrower name Jenkins, Jerry Wamu loan number 0607458569 Property address 640 VILLAGE RD UNIT 4422 BRECKENRIDGE, CO 80424 UPB \$102,424.60 Interest \$653.16 \$466.07 Escrow advances Corporate advances \$0.00 Property inspection fees \$0.00

\$103,543.83

Prepared by J. Stewart

Total Repurchase Price

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Klansky, Rhonda K.

From:

Klansky, Rhonda K.

Sent:

Friday, June 26, 2009 10:57 AM

To:

Wessels, Steve

Subject:

Repurchase Request for #0607458569 Jerry Jenkins

Attachments:

0607458569 Jerry Jenkins.doc; Documentation for Jerry Jenkins.pdf

Good Morning Steve-

In reference to the above mentioned loan I have attached the following for your review; Initial Notice of Findings of Loan Origination Defect. In a review of this loan it was found that the subject was in a condo project known as Beaver Run. Beaver Run is an ineligible project due to being a condohotel. Also, attached is the note, underwriting approval, appraisal, and condo listing for your review.

I look forward to working with you to resolve this matter as soon as possible. Please let me know if you have any questions.

Thanks....

Rhonda Klansky Credit Specialist III Recourse & Recovery Home Loans Division

WaMu, now backed by the strength of JPMorgan Chase 7301 Baymeadows Way Mailston FL5-7388 Jacksonville, FL 33256 904-462-1274 Direct, 904-462-1803 Fax Rtionda.Klansky@wamu.net





0607458569 Jerry Documentation for Jenkins.doc (... Jerry Jenkin...

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Washington Mutual

June 26, 2009

Steve Wessels Taylor, Bean & Whitaker 3926 Premier North Drive Tampa, FL 33618

Re:

Loan #: 0607458569 Borrower: Jerry Jenkins

Property address: 640 Village Rd, Unit 4422

Breckenridge, CO 80424

INTITIAL NOTICE OF FINDINGS OF LOAN ORIGINATION DEFECT

Dear Mr. Wessels:

We are writing to notify you about a defect found with the above-referenced loan. The Washington Mutual Correspondent Seller Guide is incorporated into our Correspondent Purchase and Sale Agreement. The warranties and representations made by your company with each loan sold to Washington Mutual are specified in Section 600 of the Seller Guide. The defect described on the attachment to this letter is a breach of those warranties and representations. For purposes of quick reference, the defect involving this loan can generally be described as:

Subject loan is in a Condominium Project by the name of Beaver Run which has been found to be a condohotel. This project is an ineligible project due to being a condohotel.

Washington Mutual is giving you the opportunity to cure the defect. If you are unable to satisfactorily cure this defective loan within 30 days we will require you to repurchase this loan and will begin the process to facilitate this repurchase. Once we have repurchased the loan from the investor, your ability to appeal this demand will cease.

Please note that we will continue normal loan servicing until the repurchase is completed. Servicing may include collection efforts, loss mitigation, foreclosure, REO marketing and sale, and loan liquidation. As a result, the asset may be sold and the repurchase demand may be converted to a demand for ("make-whole") loss reimbursement.

We encourage your prompt response. We look forward to working with you to resolve this matter amicably and in an expedited manner. If you have any questions, please feel free to contact me at Rhonda.kiansky@wamu.net or (904) 462-1274.

Respectfully,

Rhonda Klansky Recourse and Recovery Home Loans Division Washington Mutual Bank 7301 Baymeadows Way, Mailstop FL5-7388 Jacksonville, FL 32256

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Klansky, Rhonda K.

From:

Snyder, Lucy

Sent:

Friday, June 15, 2007 1:22 PM

To:

carol.beiermann@wellsfargo.com; debbie.walsh@wellsfargo.com

Cc:

Klansky, Rhonda K.

Subject:

FW: WaMu uninsured loans

Attachments: WaMu GNMA issues.xis

This should serve to confirm our telephone conversation earlier today concerning these loans.

For those loans in the GNMA tab, WAMU will agree to repurchase those that remain uninsured. For those loans in the non-GNMA investors tab, if the loans were uninsured at the time of servicing transfer and if the investor demands that a repurchase occur, WAMU will agree to repurchase.

Lucy Snyder, Vice President

Manager, Repurchase & Recourse Administration

Washington Mutual 2255 Bayrneadows Way, Mail Stop JAXA 1090 Jacksonville, Ft 32256

904-886-1496 direct, 904-886-1502 fax

lucy.snyder@wamu.net.

From: Snyder, Lucy

Sent: Monday, June 11, 2007 9:22 AM To: carol.beiermann@wellsfargo.com

Cc: Klansky, Rhonda K.

Subject: FW: WaMu uninsured loans

Attached is your original spreadsheet of uninsured FHA loans. WAMU is not attempting to get these insured.

The reasons why they are uninsured are included in the "total uninsured" tab.

Let me know if you have any questions.

Lucy Snyder, Vice President

Manager, Repurchase & Recourse Administration

Wasnington Mutual 7255 Baymeadows Way, Mail Stop JAXA 1090

Jacksonville, FL02256

904-866-1496 direct, 904-886-1502 fax

lucy.snydor@wamu.net

From: carol.beiermann@wellsfargo.com [mailto:carol.beiermann@wellsfargo.com]

Sent: Friday, June 01, 2007 3:12 PM

To: Snyder, Lucy

Subject: FW: WaMu uninsured loans

Lucy - I apologize for sending this to you a week late. I thought I had sent this out.... Below is a report of uninsured loans. The group involved in this project is requesting that WAMU advise why the loan is uninsured and if you are working to get it insured or if you show it as insured to provide the MIC/insuring doc. How soon do you think you could provide this information? Thanks! Carol

Carol Beiermann
Repurchase Analyst - Servicing Acquisitions
Wells Fargo Home Mortgage
Remote - Illinois
MAC# X2302-022
(217) 942-6240
(217) 248-1585 (cell)
(217) 942-9610 (fax)
Carol Beiermann@mortgage.wellsfargo.com

From: Hefty, Ann

Sent: Friday, May 18, 2007 12:58 PM

To: Beiermann, Carol

Cc: Roy, Jeff; Walsh, Debbie; Fehlberg, William; Logan, John

Subject: WaMu uninsured loans

Carol.

Here is the list of uninsured WaMu loans. The report is broken down into 4 tabs:

Total uninsured – 387 GNMA and Non-GNMA loans
GNMA uninsured –258 loans. The highlighted loans (30) are being researched with custodian and HUD
Non-GNMA – 129 loans
MIC issued – 4 loans confirmed as being insured.

<<WaMu GNMA issues.xls>>
Please let me know if you have any questions.
Thanks,
Ann

Ann M. Hefty
Compliance Specialist
Wells Fargo Home Mortgage
(651) 605-7897
Fax (651) 605-8599
NEW MAC X9998-01H
2701 Wells Fargo Way
Minneapolis, MN 55467
e-mail: ann.hefty@wellsfargo.com

This message may contain confidential and/or restricted information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. This information should only be forwarded or distributed on a "need to know basis". If you have

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2ND _						

Keels



CCA MAR 1 4 2008

DATE RECVO

Ms. Rhonda Klansky Washington Mutual Bank 7255 Baymeadows Way Jacksonville, FL 32210

Date of Notification: March 12, 2008

Action Requested: Repurchase Loan

Note: Repurchase Funds should be remitted during your next accounting cycle with an activity code of 65. Refer to our Servicing Guide for specific instructions.

Loan Information:

Fannie Mae Loan No:

1682981779 (See last page of letter for additional loan details.)

Servicer Loan Number:

53954061

Borrower(s):

ARTHUR KEELS

Property Address:

14545 SW 105TH CT MIAMI, FL 33176-7028

Seller Name:

WASHINGTON MUTUAL BANK

Seller No:

214300176

Servicer Name:

WASHINGTON MUTUAL BANK

Servicer No:

126690002

Broker/Originator:

REO Status:

N/A

Amount Requested: Contact your investor accounting department.

Findings: Cannot Initiate/Complete Foreclosure due to borrower allegation of fraud. The borrowers allege they did not execute mortgage documents.

Fannie Mae Contacts:

Underwriting Support Specialist:

Karen Stewart

karen_l_stewart@fanniemae.com

626-396-5152

Underwriting Director:

Andy Ellis

andy_ellis@fanniemae.com

972-773-7585

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Responses with additional information may be submitted via QAS or by contacting your Underwriting Support Specialist.

Additional Loan Information

Fannie Mae Loan Number: 1682981779

Servicer Loan Number:

Borrower(s):

ARTHUR KEELS

Property Address:

14545 SW 105TH CT

MIAMI, FL 33176-7028

Review Type:

Discretionary Post Purchase Review

LTV:

0.00%

CLTV:

HCLTV:

Product:

Occupancy:

Second or Vacation Home

Loan Purpose:

Property Type:

AUS:

DU

Recommendation:

Contract Number:

er: L07841

Closing Date:

LPI Date:

08/01/2005

Special Feature

Code(s):

No Flood Insurance - Not a Special Flood Hazard Area Property; IO Servicing Strip with Reimbursements; Correspondent Third-Party

Origination; Limited Cash-Out/No Cash-Out Refinance; MBS 4-

month delinquent;

Origination Appraiser:

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Rhonda Klansky

From:

Rhonda Klansky

Sent:

Thursday, August 20, 2009 9:16 AM

To:

'SWessels@taylorbean.com'

Subject:

Repurchase Request for #0053954061 Arthur Keels

Importance:

High

Good Morning Steve-

In reference to the above mentioned loan I have attached the following for your review; Initial Notice of Findings of Loan Origination Defect along with FNMA demand. Fannie Mae has requested repurchase of this loan due to inability to complete foreclosure as a result of borrower allegation of fraud. Fannie Mae's demand contains the full details and is attached.

I look forward to working with you to resolve this matter as soon as possible. Please let me know if you have questions.

Thanks....

Rhonda Klansky Credit Specialist III Recourse & Recovery Home Loans Division

WaMu, now backed by this scrength of JPMorgan Chase 7301 Baymeadows Way Mailstop Ft.5-7388 Jacksonville, Ft. 32256 904-462-1274 Direct, 90 | 462-1803 Fax Rhonda.Klansky@wamu.net



0053954061 Arthur Keels-doc:zi...



August 20, 2009

Steve Wessels
Taylor, Bean & Whitaker
3926 Premier North Drive
Tampa, FL 33618

Re: Loan #: 0053954061

Borrower: Arthur Keels

Property address: 14545 S.W. 105th Court Miami, FL 33176-7028

INTITIAL NOTICE OF FINDINGS OF LOAN ORIGINATION DEFECT

Dear Mr. Wessels:

We are writing to notify you about a defect found with the above-referenced loan. The Washington Mutual Correspondent Seiler Guide is incorporated into our Correspondent Purchase and Sale Agreement. The warranties and representations made by your company with each loan sold to Washington Mutual are specified in Section 600 of the Seller Guide. The defect described on the attachment to this letter is a breach of those warranties and representations. For purposes of quick reference, the defect involving this loan can generally be described as:

Fannie Mae repurchase demand received due to inability to complete foreclosure due to borrower allegation of fraud. Fannie Mae's demand is included and contains the full details.

Washington Mutual is giving you the opportunity to cure the defect. If you are unable to satisfactorily cure this defective loan within 30 days we will require you to repurchase this loan and will begin the process to facilitate this repurchase! Once we have repurchased the loan from the investor, your ability to appeal this demand will cease.

Please note that we will continue normal loan servicing until the repurchase is completed. Servicing may include collection efforts, loss mitigation, foreclosure, REO marketing and sale, and loan liquidation. As a result, the asset may be sold and the repurchase demand may be converted to a demand for ("make-whole") loss reimbursement.

We encourage your prompt response. We look forward to working with you to resolve this matter amicably and in an expedited manner. If you have any questions, please feel free to contact me at Rhonda.klansky@wamu.net or (904) 462-1274.

Respectfully,

Rhonda Klansky Recourse and Recovery Home Loans Division Washington Mutual Bank 7301 Baymeadows Way, Mailstop FL5-7388 Jacksonville, FL 32256



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ACQN DATE 092702 (MMDDYY	ACQUISITIO PRINIBAL 47959.0	ON OLD LOAN NUMBER	ACQUISITION ID TAYLOR	OLD SVCR NUMBER ——	Y/E RPTG FROM ACQ DT N (Y/N)
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October 22, 2007

Duelletk.

Steve Wessels Taylor Bean and Whitaker Mortgage Corp. 101 NE 2nd Street Ocala, FL 34470

Re: INTITIAL NOTICE OF LOAN ORIGINATION DEFECT & POTENTIAL REPURCHASE

WaMu Loan #:

0991054172

Mortgagor Name: John Robert Ouellette

Property Address: 140 Maple Road

Monroe, MI 48162

Dear Mr. Wessels:

We are writing to notify you about a defect found with the above-referenced loan. The Washington Mutual Correspondent Seller Guide is incorporated into our Correspondent Purchase and Sale Agreement. The warranties and representations made by your company with each loan sold to Washington Mutual are specified in Section 600 of the Seller Guide. The defect described on the attachment to this letter is a breach of those warranties and representations. For purposes of quick reference, the defect involving this loan can generally be described:

DEFECT: Uninsured FHA Loan

Washington Mutual is giving you the opportunity to cure the defect. If you are unable to satisfactorily cure this defective loan within 30 days we will require you to repurchase this loan and will begin the process to facilitate this repurchase. Once we have repurchased the loan from the investor, your ability to appeal this demand will cease.

Please note that we will continue normal loan servicing until the repurchase is completed. Servicing may include collection efforts, loss mitigation, foreclosure, REO marketing and sale, and loan liquidation. As a result, the asset may be sold and the repurchase demand may be converted to a demand for ("make-whole") loss reimbursement.

We encourage your prompt response. We look forward to working with you to resolve this matter amicably and in an expedited manner. If you have any questions, please feel free to contact me.

Respectfully,

Sean D. Waelde Repurchase and Recourse Washington Mutual Bank 7255 Baymeadows Way Jacksonville, FL 32256

Phone: 904-886-1507/ Fax: 904-886-1502

Email: sean.waelde@wamu.net

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ACQN DATE 091407 (MMDDYY	ACQUISIT-10 PRIN BAL 150555.0	OLD LOAN NUMBER	ACQUISITION ID REPWFHM	OLD SVCR NUMBER	Y/E RPTG FROM ACQ DT N (Y/N)
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Reimburse For Loss Initial Notication

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Ms. Rhonda Klansky Credit Specialist III Home Loans Division JP Morgan Chase Bank, N.A. 7301 Baymeadows Way Mailstop: FL5-7201 Jacksonville, FL 32256

Date of Notification: 12/10/2009

Action Requested: Reimburse Fannie Mae For The Loss Incurred On This Loan

Note: Please remit the current amount due using Special Remittance Code 309 - Loss Reimbursement Proceeds. Refer to our Servicing Guide for specific instructions.

Loan Information:

Fannie Mae Loan No:

1699154633 (See last page of letter for additional loan details.)

Servicer Loan Number:

633833009

Borrower(s):

─RINA:SATOMIT (8063 BEECHDALE DR

Property Address:

ORLANDO, FL 32818-8206

Seller Name:

WASHINGTON MUTUAL BANK

Seller No:

214300176

Servicer Name:

WASHINGTON MUTUAL BANK

Servicer No:

126690002

Broker/Originator:

OASIS LENDING INC.

REO Status:

Offer Accepted

Amount Requested: Amount requested is subject to change daily.

Findings:

Missing documentation: The file submitted to our office did not contain any asset documentation. We requested this documentation from Washington Mutual Bank on 11/04/2009, but as of the date of this letter have yet to receive it. Without this documentation, we are unable to fully analyze the risk of the subject transaction and confirm that the loan was eligible for delivery to Fannie Mae.

Missing documentation: The file submitted to our office did not contain the final HUD-1 Settlement Statement. Without this documentation, we are unable to fully analyze the risk of the subject transaction and confirm that the loan was eligible for delivery to Fannie Mae.

Income inadequately documented: The file submitted to our office did not contain any sincome verification documentation for the borrower(s). We requested this documentation from Washington Mutual Bank on 11/04/2009 but as of the date of this letter we have yet to receive the requested documentation. Without this documentation we are unable to fully analyze the risk of the subject transaction and confirm that the mortgage was eligible for delivery to Fannie Mae.

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Note: As of the date of this letter, we have not completed a quality control review of the subject loan origination file. Upon receipt of the above "missing documents" requested herein, additional issues may be discovered upon our review of the loan origination file.

Fannie Mae Contacts:

Underwriting Consultant:

Kelli Nick

kelli_l_nick@fanniemae.com

972-807-1385

Underwriting Director:

Maria Brewster

maria_b_brewster@fanniemae.com

972-773-7919

Responses with additional information may be submitted via QAS or by contacting your Underwriting Consultant, if they are submitted no later than 01/11/20/0.

Additional Loan Information

Fannie Mae Loan Number: 1699154633

Servicer Loan Number: 633833009

Borrower(s): RINA SATOMI

Property Address: 8063 BEECHDALE DR

ORLANDO, FL 32818-8206

Review Type: Post Foreclosure Review

LTV: 90.00% CLTV: 90.00%

HCLTV: N/A

Product: 30 YR FRM
Occupancy: Principal
Loan Purpose: Purchase
Property Type: PUD

AUS: N/A
Recommendation: N/A

Contract Number: L09757
Closing Date: 06/28/2005

LPI Date: 05/01/2008

Special Feature Code Correspondent Third-Party Origination (Cash and MBS); THIRD PARTS

(s): AUTOMATED UNDERWRITING SYSTEM; No Flood Insurance - Not a Special Flood Hazard Area Property.

Origination Appraiser: LUISA G. PADILLA

[Ñ	<u>QAN</u> _0633833 <u>AME</u> _RSATO 1 ACOUTS	MI——J TY	PE 16 1ST MT	R MAINT. & DIS G.CONVEN W/IN	S	3/05/10 12: GROU	:50:53 JP
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CHASE 🗘

JPMorgan Chase Bank, N.A. Home Lending Legal Department 4915 Independence Parkway Tampa, Fl. 33634

> Direct Dial (813) 881-2211 Facsimile (813) 881-2088

VIA FEDEX Tracking#7907-0710-9744

June 10, 2010

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

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

Debtor: Taylor, Bean & Whitaker

Proof of Claim

Dear Ladies and Gentlemen:

Enclosed, please find the Proof of Claim ("POC") and supporting documentation in connection with the above referenced matter. In addition to the original POC, I have also enclosed a separate copy of the POC which we would like for the Bankruptcy Court to date stamp and return to the undersigned in the enclosed pre-paid FedEx envelope.

Should you have any questions, please feel free to call me.

Sincerely,

Tamara M. Aziz Legal Department

Encl

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Taylor, Bean & Whitaker ("DEBTOR")

, ,2,,

ANNEX TO PROOF OF CLAIM – JPMORGAN CHASE BANK, N.A. ("CLAIMANT")

EXPLANATION OF CLAIMANT'S UNLIQUIDATED CLAIM

Claimant's Claim consists of losses that have occurred as of the date of the filing of the Petition herein and which continue to occur to the date hereof and in the future arising out of breaches by the Debtor of its mortgage loan origination and repurchase obligations pursuant to that certain Correspondent Purchase and Sale Agreement between Debtor and Claimant (the "Agreement"). As of the date of filing of the Petition, the exact amount of Claimant's Claim was not capable of being determined with certitude and hence is classified by Claimant as unliquidated.

However, as of the date of the filing of this Proof of Claim, Claimant has been able to establish a good faith estimate of the current outstanding amount of its Claim which approximates the sum of \$1,156,927.64 and which is comprised of the following:

Eight (8) mortgage loans with <u>origination related</u> <u>breaches/defects</u> for which Debtor was obligated to pay pursuant to the Agreement

TOTAL \$1,156,927.64

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Reservation of Rights/Amendments. The assertion of the Claim by Claimant herein is not a concession or admission as to the correct characterization or treatment of any such claims, nor a waiver of any rights of Claimant. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Claimant's rights against any other entity or person liable for all or part of the Claim; (b) a consent by Claimant to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Claimant; (c) a consent by Claimant to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Claim or otherwise, including, without limitation, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced against or otherwise involving Claimant; (e) a waiver of any right to the subordination, in favor of Claimant, of indebtedness or liens held by other creditors of the Debtor; (f) any election of remedies that waives or otherwise affects any other remedies; or (g) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable. Claimant expressly reserves its right to amend and supplement this Proof of Claim to the full extent permitted by law to specify (and quantify) damages, costs, expenses and other charges or claims incurred by Claimant and to file additional proofs of claim for additional claims, including, without limitation, (i) claims for postpetition interest, legal fees and related expenses that are not ascertainable at this time and (ii) claims arising from or relating to the avoidance of transfers made to Claimant or any other entity including, without limitation, any payment of the Claim described herein. In addition, the assertion of the Claim by the Claimant set forth herein is in addition to, not in place of, and does not amend, alter or affect in any way, the assertion of the Claim made in other jurisdictions. The Claimant's reconciliation process is ongoing and Claimant therefore reserves the right to amend this Proof of Claim and this Annex consistent with the results of such reconciliation.

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