

<b>U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION</b>		<b>PROOF OF CLAIM</b>			
Name of Debtor: <b>Taylor, Bean, &amp; Whitaker Mortgage Corp.</b>		Case Number: <b>3:09-bk-07047-JAF</b>			
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.					
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Wells Fargo Bank, N.A., solely in its capacity as master servicer, securities administrator and successor servicer for the Holders of TBW Mortgage-Backed Trust Series 2006-3, Mortgage-Backed Pass-Through Certificates, Series 2006-3</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known)			
Name and address where notices should be sent: <b>Wells Fargo Bank, N.A., as Master Servicer, Securities Administrator and Successor Servicer          TBW Mortgage-Backed Trust Series 2006-3          Structured Products Group, Attention: Mary L. Sohlberg          Sixth and Marquette, MAC N9311-161,          Minneapolis, MN 55479</b>		<div style="border: 1px solid black; padding: 10px; font-weight: bold; font-size: 1.2em;">CLAIM FILED</div> <div style="font-weight: bold; font-size: 1.1em;">JUN 14 2010</div>			
Name and address where payment should be sent (if different from above): <b>Mary L. Sohlberg, Vice President          Wells Fargo Bank, N.A., as Master Servicer, Securities Administrator and Successor Servicer          TBW Mortgage-Backed Trust Series 2006-3          Structured Products Group          Sixth and Marquette, MAC N9311-161          Minneapolis, MN 55479          Tel: (612) 316-0737 Email: mary.l.sohlberg@wellsfargo.com</b>		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.			
1. Amount of Claim as of Date Case Filed: <u>\$ See Attachment</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).  <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).  Amount entitled to priority: \$ _____  <small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>			
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.					
2. Basis for Claim: <u>See Attachment</u> (See instruction #2 on reverse side.)					
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)					
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  <table style="width: 100%;"> <tr> <td style="width: 30%;">Nature of property or right of setoff: Describe:</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/> Real Estate</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/> Motor Vehicle</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/> Other</td> </tr> </table> Value of Property: \$ <u>See Attachment</u> Annual Interest Rate <u>See Attachment</u>  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>See Attachment</u> Basis for perfection: <u>See Attachment</u>  Amount of Secured Claim: \$ <u>See Attachment</u> Amount Unsecured: \$ <u>See Attachment</u>			Nature of property or right of setoff: Describe:	<input checked="" type="checkbox"/> Real Estate	<input type="checkbox"/> Motor Vehicle
Nature of property or right of setoff: Describe:	<input checked="" type="checkbox"/> Real Estate	<input type="checkbox"/> Motor Vehicle	<input checked="" type="checkbox"/> Other		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.					
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:					
Date: <u>6/14/10</u>  Signature: _____ Name and Title: <u>Mary L. Sohlberg, Vice President, Wells Fargo Bank, N.A., as Master Servicer, Securities Administrator and Successor Servicer</u>		<b>FOR COURT USE ONLY</b>  <b>T, B &amp; W Mortgage Corp.</b>  02587			

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"), in its capacities as master servicer (the "Master Servicer"), securities administrator (the "Securities Administrator"), and successor servicer (the "Successor Servicer") for the TBW Mortgage-Backed Trust Series 2006-3, TBW Mortgage-Backed Pass-Through Certificates, Series 2006-3 (the "Trust"), files this proof of claim ("Proof of Claim") against Taylor, Bean & Whitaker Mortgage Corp. ("TBW" or the "Debtor"). Wells Fargo asserts Claims (as defined herein) owed to it as Master Servicer, Securities Administrator, or Successor Servicer, and as Master Servicer or Securities Administrator asserts certain Claims on behalf of the Trust.

#### **I. The Trust.**

Prior to the Petition Date, a pool of residential mortgage loans (the "Mortgage Loans") was securitized and certificates representing an interest in the Mortgage Loans were issued pursuant to the terms of a Trust Agreement dated as of June 1, 2006 (the "Trust Agreement"), by and among Structured Asset Securities Corporation, as depositor (the "Depositor"), Wells Fargo, as master servicer and securities administrator, and U.S. Bank National Association, as trustee (the "Trustee").

The Debtor agreed to service the Mortgage Loans in accordance with the terms of a Securitization Servicing Agreement dated as of June 1, 2006 (the "Servicing Agreement" and together with the Trust Agreement, the "Agreements"), by and among TBW, as servicer, Lehman Brothers Holdings Inc., as seller, the Master Servicer and Securities Administrator, and the Trustee.<sup>1</sup> These obligations included, but were not limited to (i) collecting principal and interest payments on the Mortgage Loans, and receiving and holding moneys in escrow for purposes of paying property taxes and insurance premiums, (ii) establishing and maintaining custodial and escrow accounts, (iii) advancing certain amounts with respect to principal and interest payments that were due on the Mortgage Loans during the applicable period and which were delinquent at the close of business on a specific determination date, (iv) monitoring and identifying delinquent Mortgage Loans and taking appropriate action, including pursuit of foreclosure actions, with respect to such Mortgage Loans, (v) timely remitting funds collected on the Mortgage Loans to the Master Servicer, and (vi) providing specific reports, data, and other information regarding the Mortgage Loans.

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<sup>1</sup> The Trust Agreement and the Servicing Agreement are voluminous and therefore provisions in such Agreements relevant to the Claims asserted in this Proof of Claim are summarized herein. On information and belief, the Debtor has a copy of such Agreements. Wells Fargo can make copies of **Submitted 8/14/2010 11:43:18 AM**

Pursuant to Section 9.01 of the Trust Agreement, Wells Fargo, as Master Servicer, assumed responsibility for monitoring, overseeing and enforcing TBW's obligations to service the Mortgage Loans under the terms of the Servicing Agreement. As Securities Administrator, Wells Fargo is responsible for performing certain tasks on behalf of the Trust, including, but not limited to, distributing payments to certificateholders from the certificate account ("Certificate Account") each month, and publishing statements regarding such distributions to certificateholders.

## **II. Events Leading up to the Transfer of Servicing to Wells Fargo**

On August 4, 2009, the United States Department of Housing and Urban Development ("HUD") suspended or terminated TBW's HUD/FHA origination and underwriting approval. Also on August 4, 2009, Freddie Mac notified TBW that TBW's eligibility as a Freddie Mac seller and servicer was terminated for cause, effective immediately.

On August 5, 2009, a hold was placed on the Debtor's accounts at Colonial Bank, N.A. ("Colonial"). On August 14, 2009, the Alabama State Banking Department closed Colonial and the Federal Deposit Insurance Corporation ("FDIC") was named receiver. The FDIC exercised its statutory powers as receiver to freeze all activity in the Debtor's accounts at Colonial, and all such accounts remain frozen as of the date of this Proof of Claim.

Following the FDIC freeze of the Colonial accounts, TBW established new bank accounts, or deposited funds into existing accounts, at Wachovia Bank, National Association ("Wachovia") and later at Regions Bank ("Regions") which mirrored the account structure at Colonial and were used to deposit collections received from borrowers on the Mortgage Loans. On information and belief, the amounts on deposit in the accounts maintained at Wachovia were later combined with the amounts on deposit at Regions. There have been no disbursements from the Regions accounts to the Master Servicer as of the date of this Proof of Claim. On information and belief, the Debtor may also currently maintain, or at one point did maintain, other accounts containing Trust moneys at other institutions, including the Royal Bank of Canada.

On August 13, 2009, Wells Fargo issued a notice of termination to TBW for its failure to maintain certain servicer eligibility requirements under the Agreements. On August 20, 2009, Wells Fargo issued an additional notice of event of default to TBW as a result of TBW's failure to remit the Remittance Amount (as defined below) by the related Remittance Date (as defined below) for August 2009. TBW filed for bankruptcy on August 24, 2009.

On August 27, 2009, Wells Fargo filed a Motion for (i) Relief from the Automatic Stay and (ii) to Prohibit Use of Certain Funds (Docket No. 58) requesting this Court allow Wells Fargo to transition the servicing of the Mortgage Loans from TBW to Wells Fargo. TBW filed their Response to Wells Fargo Bank, N.A.'s Motion for (i) Relief from the Automatic Stay and (ii) to Prohibit Use of Certain Funds with the Court on September 10, 2009 (Docket No. 191).

On October 7, 2009, the Debtor and Wells Fargo entered into a Stipulation (the "Stipulation"), whereby TBW transferred ongoing servicing of the Mortgage Loans to Wells Fargo as Successor Servicer. On October 15, 2009 (the "Transition Date"), this Court entered an Order approving

the Stipulation (Docket No. 456). As a result, Wells Fargo currently acts as Successor Servicer of the Mortgage Loans for benefit of the Trust.

In connection with the transfer of servicing from the Debtor to Wells Fargo, Wells Fargo engaged American Home Mortgage Servicing, Inc. to act as its subservicer of the Mortgage Loans (the "Subservicer").

### **III. Breaches of the Debtor's Obligations**

Section 3.01 of the Servicing Agreement required the Debtor, as servicer, to "service and administer the Mortgage Loans from and after the closing date in accordance with [the Servicing Agreement] and with Accepted Servicing Practices." Accepted Servicing Practices is defined in the Servicing Agreement to be "those mortgage servicing practices (i) of prudent mortgage lending institutions that service mortgage loans of the same type as such Mortgage Loans in the jurisdiction where the related Mortgaged Property is located and (ii) in accordance with applicable state, local and federal laws, rules and regulations." Without limitation, the Servicing Agreement required TBW, as servicer, to remit all payments received from borrowers, advance any required principal and interest amounts or other servicing advances out of its own funds, and provide accounting reports and statements to the Master Servicer, in each case in accordance with the terms of the Servicing Agreement. In addition, the Servicing Agreement required TBW to hold all Trust funds "separate and apart from any of its own funds and general assets". See, without limitation, Sections 3.04 and 3.06 of the Servicing Agreement. The preceding summary is qualified by the terms and conditions of the Servicing Agreement, and all of the undertakings, obligations, covenants, representations, warranties, and agreements of TBW as servicer are collectively referred to herein as the "Debtor's Obligations."

As specified in Section 8.01 of the Servicing Agreement, the servicer may be terminated for cause if certain events occur. Such events include, but are not limited to (i) a failure to timely remit any required Remittance Amounts (as defined herein) that remain uncured for one business day, (ii) a failure to provide required accounting and reports to the Master Servicer, (iii) a failure to observe and perform in any material respect the covenants and agreements required of the servicer under the Servicing Agreement, (iv) a failure to properly maintain a license to service the Mortgage Loans in each jurisdiction a mortgaged property is located, (v) a failure to be approved as a Fannie Mae or Freddie Mac seller and servicer for more than thirty days, (vi) failure to meet eligibility criteria specified within the Servicing Agreement, or (vii) file a petition for bankruptcy or cease its normal business operations for three business days. Prior to the Petition Date, substantially all of the events specified in Section 8.01 of the Servicing Agreement had occurred and had not been cured within any applicable cure period, and the Debtor also failed to perform numerous of its Debtor's Obligations (collectively, the "Debtor's Breaches"). As a result of the Debtor's Breaches, Wells Fargo in its capacities as Master Servicer, Securities Administrator, or Successor Servicer, as applicable, has "Claims" (as such term is defined 11 U.S.C. § 101(5)) against the Debtor, which it asserts on its own behalf as well as on behalf of the Trust, as further specified below.

#### **IV. Claims of Wells Fargo in its Capacity as Master Servicer and Securities Administrator.**

##### ***A. Late Remittance Interest Amounts***

Pursuant to Section 4.01 of the Servicing Agreement, on each remittance date ("Remittance Date") TBW, as servicer, was obligated to remit to the Master Servicer for deposit in the Certificate Account amounts held in the servicer maintained custodial account ("Custodial Account"), which amounts include all collections received from the borrowers as well as any required advances the servicer was obligated to make under the Servicing Agreement (collectively, the "Remittance Amount"). The Remittance Date occurs on the 18<sup>th</sup> day of each month, or if the 18<sup>th</sup> day is not a Business Day (as defined in the Servicing Agreement), the first Business Day immediately following. The Securities Administrator in turn distributes all available funds from the Certificate Account to certificateholders on the 25<sup>th</sup> day of each month, or if the 25<sup>th</sup> day is not a Business Day (as defined in the Trust Agreement), the next Business Day (the "Distribution Date") in accordance with the provisions contained in the Trust Agreement. Pursuant to Sections 4.01(e) and 6.12 of the Trust Agreement, the investment income earned on amounts held in the Certificate Account between the Remittance Date and the Distribution Date is compensation to Wells Fargo for acting as Master Servicer and Securities Administrator of the Trust.

Section 4.01 of the Servicing Agreement provides that in the event TBW, in its capacity as servicer, fails to timely remit all required amounts to the Master Servicer on each Remittance Date, the Debtor is required to pay interest on the Remittance Amounts at a rate equal to the Prime Rate (as defined in the Servicing Agreement), adjusted as of the date of each change in such rate, *plus* three percentage points, to the extent permitted by applicable law (the "Late Remittance Rate"). Such interest begins accruing on the day following the second business day after the Remittance Date and ends on the business day on which such payment is made, both inclusive (such period of time, a "Late Pay Period").

On each Remittance Date the Debtor was required to remit to the Master Servicer collections received during the related Due Period (as defined in the Servicing Agreement). The Debtor failed to remit the Remittance Amount to the Master Servicer on the Remittance Dates occurring in August through November of 2009.<sup>2</sup> As of the date of this Proof of Claim, the Debtor has not remitted the Remittance Amount for such months. Therefore, in accordance with Section 4.01 of the Servicing Agreement, Wells Fargo has a claim against the Debtor for interest on all unpaid Remittance Amounts at the Late Remittance Rate, which interest accrues for the Late Pay Period determined in respect of each of the August 2009, September 2009, October 2009, and November 2009 Remittance Dates.<sup>3</sup>

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<sup>2</sup> The Due Period for which the Remittance Amount for November 2009 would pertain runs from October 2 and through November 1, 2009. The expected Remittance Amount for November 2009 due from the Debtor to Wells Fargo, however, would only be those amounts collected by the Debtor through the Transition Date.

<sup>3</sup> The amount included on Schedule A has been adjusted to account for the FDIC release of certain lock-box checks for the Trust on the dates such amounts were remitted to the Trust.

Wells Fargo is also entitled to payment of the late remittance interest amount pursuant to the indemnification provisions of Section 6.03(a)(v) of the Servicing Agreement, as further described in Section IV(C) below.

As of May 31, 2010, Wells Fargo has determined the applicable late remittance interest amount described in this section to be the amount referenced on the attached Schedule A. This amount, however, continues to grow each day the Remittance Amount from August 2009 through November 2009 remains unpaid and accordingly, Wells Fargo reserves the right to revise or amend this amount in the future.

***B. Servicing Transfer Costs.***

Section 6.03(b)(iii) of the Servicing Agreement provides that TBW, as servicer, is obligated to promptly reimburse the Master Servicer for all "reasonable expenses incurred by the Master Servicer...in connection with the termination of the Servicer...and the transfer of servicing of the Mortgage Loans to a successor servicer."

Wells Fargo has incurred expenses in connection with the termination of TBW, as servicer and the transfer of servicing of the Mortgage Loans which expenses are reasonable and include, but are not limited to, the following: (i) estimated costs of relocating servicing files previously held by TBW, (ii) estimated costs associated with the review and inventory of the TBW servicing files, (iii) negotiation and other expenses related to the necessary engagement of the Subservicer, of the Mortgage Loans, (iv) boarding fees of the Subservicer (which fees included the cost of any clean-up, reconciliation and verification of physical and electronic information concerning the transferred Mortgage Loan files), (v) payment of fees requested by Nationwide Title Clearing relating to the processing of lien releases of Mortgage Loans that had been paid in full by borrowers, (vi) lien searches on a sample pool of Mortgage Loans and REO Properties, (vii) travel expenses and other administrative out of pocket expenses specifically relating to ensuring the successful transition of servicing from TBW to the Subservicer, and (viii) attorneys' fees relating to assistance with legal issues concerning the transfer of servicing.

Wells Fargo has so far incurred servicing transfer costs in the amounts reflected on the attached Schedules B1-B6. Therefore, Wells Fargo asserts a Claim pursuant to Section 6.03(b)(iii) of the Servicing Agreement for such servicing transfer costs. Wells Fargo reserves the right to revise or amend this amount in the future.

Wells Fargo is also entitled to payment of any servicing transfer costs pursuant to the indemnification provisions of Section 6.03(a)(v) of the Servicing Agreement, as further described in Section IV(C) below.

***C. Wells Fargo is Entitled to Indemnification from the Debtor.***

Wells Fargo's right to indemnification from TBW is found in the Servicing Agreement. Section 6.03(a)(v) of the Servicing Agreement provides that the Debtor indemnify the Master Servicer and the Securities Administrator for the "failure of the [Debtor] to perform its duties and service the Mortgage Loans in material compliance with the terms of [the Servicing Agreement.]" This section is referred to herein as the "Indemnification Provision."

Wells Fargo has incurred, and continues to incur, losses, claims, expenses, costs or liabilities (collectively, "Losses") as a result of the Debtor's Breaches. In accordance with the Indemnification Provision, Wells Fargo is entitled to indemnification for any Losses incurred in connection with any of the Debtor's Breaches. Without limitation, Wells Fargo asserts specific indemnification Claims with respect to the Losses described below.

***i. Expenses incurred in connection with Issues 1, 2 and 3 of the Borrower Protocol***

The Order Establishing Protocol to Resolve Borrower Issues, dated February 24, 2010 (Docket No. 1079) (the "Borrower Protocol") addressed certain (i) loss drafts (as such phrase is used in the Borrower Protocol) with respect to insurance proceeds due to borrowers (Issue 1 under the Borrower Protocol), (ii) tax and insurance escrow refunds due to borrowers who had paid off their mortgages (Issue 2 under the Borrower Protocol), and (iii) certain bounced checks that were written on a specific account at Platinum Community Bank ("Platinum") (Issue 3 under the Borrower Protocol). Because certain of the Mortgage Loans were previously paid in full by borrowers prior to the Petition Date, the Subservicer was required to board additional Mortgage Loans onto their system prior to making any reimbursement payments to the borrowers in compliance with the terms of the Borrower Protocol. The Subservicer charged a flat rate of \$50.00 per Mortgage Loan. Accordingly, Wells Fargo has a Claim against the Debtor in the amount reflected on the attached Schedule C.

***ii. D&R Expenses of Wells Fargo***

As a result of the Debtor's Breaches, Wells Fargo has also incurred Losses in the administration of its duties that fall outside the scope of Wells Fargo's ordinary course of business. Specifically, Wells Fargo has been required, as a result of the Debtor's Breaches, to utilize the services of its default and restructuring group ("D&R Expenses").

Wells Fargo asserts any and all Claims it has to indemnification for all such amounts arising as a result of the Debtor's Breaches. The total amount of the D&R Expenses are reflected on the attached Schedule D. Such amounts, however, may continue to grow and accordingly, Wells Fargo reserves the right to revise or amend this amount in the future.

***iii. Legal fees incurred by Wells Fargo***

Wells Fargo has incurred legal fees associated with, or arising out of, the Debtor's Breaches and all the Claims described in this Proof of Claim. The Debtor is expressly obligated to pay such fees in accordance with the Indemnification Provision. Wells Fargo has a Claim for the total dollar amount of such legal fees as reflected on the attached Schedule E, for the period of time up until May 31, 2010. Such amounts, however, may continue to grow and accordingly, Wells Fargo reserves the right to revise or amend this amount in the future.

***iv. Future indemnification obligations of the Debtor***

In addition to the Indemnification Provision, the Debtor also covenanted under the Agreements to indemnify the Master Servicer and Securities Administrator for other specific breaches of its

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duties specified under the Agreements, which include, but are not limited to, indemnification for any breach of the Debtor's representations, warranties and covenants as servicer made in accordance with Section 6.01 of the Servicing Agreement (collectively, the "Additional Indemnification Obligations"). Both the Indemnification Provision as well as the Additional Indemnification Obligations survive the Debtor's term as servicer of the Mortgage Loans and accordingly, Wells Fargo has a contingent, unliquidated claim for any indemnification obligations that may become known in the future.

*v. Investigation by State Regulatory Agencies*

Numerous state regulatory agencies have launched independent investigations into the Debtor's origination and servicing practices prior to the Petition Date. In April 2010, the Subservicer was formally contacted by the North Carolina Commissioner of Banks in connection with such an ongoing investigation against the Debtor. To date, other than legal fees incurred in connection with the North Carolina investigation, no costs have been incurred as a result of its compliance with such investigation requests. State regulatory board investigations of the Debtor's origination and servicing practices are ongoing, however, and costs incurred with complying with ongoing requests for documents may arise in the future.

**V. On behalf of the Trust**

*A. All Trust moneys on deposit at Colonial, Regions, and other institutions*

Pursuant to Section 4.01 of the Servicing Agreement, the Debtor, prior to the Transition Date, was obligated to remit on each Remittance Date all amounts on deposit in the Custodial Account as of the close of business on the last day of the related Due Period (as defined in the Servicing Agreement) to the Master Servicer on a "scheduled/scheduled" basis. The amounts to be remitted would include all payments made by borrowers as well as any other amounts the Debtor was obligated to pay to the Trust out of its own funds (e.g., advances and any Prepayment Interest Shortfall Amounts (as such term is defined in the Servicing Agreement)). The Debtor failed to remit any amounts to the Master Servicer on the Remittance Dates occurring in August 2009, September 2009, October 2009, and November 2009 and as of the date of this Proof of Claim, has still not remitted such amounts to the Trust.

The Trust, as record owner of the Mortgage Loans, is rightfully entitled to (i) all amounts on deposit at any account pertaining to the Trust at Colonial and Regions (as well any other institution which may currently hold Trust moneys), including but not limited to any Custodial Account, Escrow Account, or any other account required to be maintained by TBW by the terms of the Servicing Agreement, and (ii) any and all amounts the Debtor was required to deposit in any such account under the Agreements that it has not so deposited, including, but not limited to, Prepayment Interest Shortfall Amounts (as defined in the Servicing Agreement), but excluding any advances (clauses (i) and (ii) collectively, the "Trust Moneys Claim"). The Master Servicer is the party responsible for overseeing the servicer's performance under the Agreements. Accordingly, the Master Servicer, on behalf of the Trust, asserts a Claim for the full amount of the Trust Moneys Claim as reflected on the attached Schedules F1-F2. Wells Fargo reserves the



right to amend such amounts in the future pending final reconciliation of all of the Debtor's accounts held at Colonial and Regions.

***B. Lien released loans reported by the Debtor as paid in full by a borrower but Wells Fargo is unable to confirm borrower payments to the Trust***

Pursuant to Section 5.02 of the Servicing Agreement, only upon receipt of payment in full by a borrower of a Mortgage Loan, may the servicer satisfy or release such Mortgage Loan from the Trust. In the event the servicer releases such Mortgage Loan prior to receipt of payment in full of the indebtedness secured by the mortgage note, or if the servicer otherwise "prejudices any rights of the...Trust Fund", the servicer is required to deposit the entire outstanding principal balance of such Mortgage Loan, plus all accrued interest into the Custodial Account. Section 5.02 of the Servicing Agreement.

Following the Petition Date, Wells Fargo received reports from the Debtor that certain Mortgage Loans had been paid in full. Because the servicing and asset reconciliation described in the Stipulation between the Debtor and the FDIC (Docket Nos. 202 and 222) and related Orders (Docket Nos. 348 and 468) has not yet been completed, Wells Fargo has been unable to verify that all payoff amounts for Mortgage Loans reported by the Debtor as paid-in-full have in fact been remitted to the Trust. Nevertheless, Wells Fargo was forced to release such mortgage from the Trust so as to avoid accruing numerous monetary penalties under applicable state and local laws. As a result, Wells Fargo released such mortgages despite its inability to verify that all payoff amounts were appropriately remitted to the Trust. Wells Fargo engaged Nationwide Title Clearing, a third party agent previously engaged by the Debtor, to release liens on all loans that were reported by TBW as paid in full. Costs associated with Nationwide Title Clearing's lien release work have been claimed pursuant to Section IV(B) above.

In the event it is later determined the Debtor failed to remit payoff amounts due on such Mortgage Loans despite being reported by the Debtor as paid in full, and to the extent the related mortgage was subsequently released by Wells Fargo based upon reporting received from TBW, the Debtor would be obligated to pay to the Trust the entire outstanding principal balance of such Mortgage Loan, plus all accrued interest, in accordance with Section 5.02 of the Servicing Agreement. Wells Fargo, on behalf of the Trust, holds a contingent, unliquidated Claim against the Debtor for any such amounts that may become known in the future. Wells Fargo retains the right to amend this Proof of Claim in the future to reflect such amounts when known.

***C. Commingling of Funds***

The Servicing Agreement required TBW to hold all Trust funds "separate and apart from any of its own funds and general assets". See, without limitation, Sections 3.04 and 3.06 of the Servicing Agreement. It has been alleged in pleadings filed in connection with TBW's bankruptcy case that TBW commingled investor funds with its own funds and assets and/or with the funds and assets of other investors.<sup>4</sup> To the extent there is any shortage in any accounts

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<sup>4</sup> In a complaint styled *Certain Underwriters at Lloyd's, London, et al v. Taylor, Bean & Whitaker Mortgage Corporation, et al*, filed as an adversary proceeding in TBW's bankruptcy case, the Plaintiffs allege that TBW has

pertaining to the Trust held at Colonial, Regions or any other institution that is attributable to commingling by TBW, or to the extent Wells Fargo suffers any other Losses as a result of such commingling, Wells Fargo would be entitled to recover such shortage from TBW under the Indemnification Provision.

Therefore Wells Fargo, on behalf of the Trust, holds a contingent, unliquidated Claim against the Debtor for any such shortages attributable to commingling by TBW that may become known in the future. Wells Fargo retains the right to amend this Proof of Claim in the future to reflect such shortages when known.

#### **VI. Claims of Wells Fargo in its capacity as Successor Servicer**

When the Debtor agreed to service the Mortgage Loans, the applicable servicing fee rate was 0.25% per annum calculated on the outstanding principal balance of the Mortgage Loans (the "Servicing Fee"). Wells Fargo assumed the ongoing servicing responsibilities of the Debtor when it became Successor Servicer on the Transition Date. Under current market conditions, Wells Fargo was unable to find a third party servicer willing to assume all servicing functions of the Debtor under the Agreements for the Servicing Fee. The Subservicer agreed to subservice the Mortgage Loans for the entire Servicing Fee, but only on an "actual/actual" basis. As a result, Wells Fargo has been required (and will continue to be required) to perform the advancing functions of the servicer, including (i) making all required principal and interest advances to make up the differences between actual payments made by borrowers and scheduled payments due to certificateholders, (ii) making all required servicing advances, (iii) making all tax and insurance advances, and (iv) continued payment of the Custodial Fee (as defined below), all without the benefit of any fee for same due to the sub-market Servicing Fee. Wells Fargo has and will continue to suffer monetary losses in order to service the Mortgage Loans for the benefit of the Trust.

Accordingly, Wells Fargo, in its capacity as Successor Servicer, has Claims against the Debtor as further specified below.

##### ***A. Prospective Custodial Fee.***

In connection with the creation of the Trust, the Trustee and Colonial, as custodian entered into a Custodial Agreement, dated as of June 1, 2006 (the "Custodial Agreement"). In accordance with the terms of the Custodial Agreement, the Custodian agreed to hold certain documents relating to the Mortgage Loans. Pursuant to Section 6 of the Custodial Agreement, the Debtor,

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stated that, among other things, that "it is becoming increasingly clear that monies and mortgage assets were misused and, likely, misappropriated by TBW (including members of senior management) and others," and that "at various points in time employees of TBW at the direction of Lee B. Farkas improperly transferred funds held in Custodial Accounts maintained by TBW on behalf of Freddie Mac and other investors and TBW and/or Farkas used such funds for other purposes. To date, TBW has not been able to definitively quantify the total amount of funds transferred from Custodial Accounts or the losses incurred or to be incurred with respect to such transfers, but TBW believes the amount of funds improperly removed from Custodial Accounts exceeds \$1 billion. Additionally, as set forth above, TBW believes that more than \$2.5 billion in mortgage loans were improperly sold and/or pledged as collateral under the OFCP and the AOT."

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in its capacity as servicer of the Mortgage Loans, agreed to pay a fee to the custodian for its services. After Wells Fargo assumed the servicing of the Mortgage Loans, BB&T Company, as successor to Colonial as Custodian, began forwarding invoices for custodial services to Wells Fargo.

As stated above, the Subservicer currently receives the entire Servicing Fee to perform all day-to-day servicing of the Mortgage Loans except advancing. Wells Fargo continues to make advances as Successor Servicer, but does not realize any compensation for performing such functions.

As required to facilitate the proper functioning of the Trust, Wells Fargo has continued to pay from its own funds the Custodian its monthly fees in the amount reflected on the attached Schedule G and hereby claims such amounts. But for the Debtor's Breaches, Wells Fargo would not have to incur these out of pocket expenses to pay the custodial fees. Therefore, Wells Fargo also has a Claim against the Debtor in the amount reflected on the attached Schedule H for the projected future payment of custodial fees for the Trust. Wells Fargo retains the right to amend this Proof of Claim in the future to reflect such amounts when known.

#### ***B. Cost of Funds for Advances.***

Pursuant to the terms of the Servicing Agreement, Wells Fargo as Successor Servicer is required to make certain servicing advances and principal and interest advances (collectively, "Advances") on a monthly basis. The Servicing Agreement contains certain provisions for the reimbursement of Advances; however, under most circumstances, the servicer is required to wait until final liquidation proceeds have been realized with respect to a particular mortgage loan before reimbursing itself for any previously made Advances. Only under limited circumstances is the Successor Servicer able to reimburse itself for previously made Advances on an immediate basis from available general collections. Accordingly, the cost to Wells Fargo for making Advances is equal to the interest that Wells Fargo could have earned on the amount of the Advances from the time the Advance was made until the time it is reimbursed (the "Cost of Funds").

Wells Fargo assumed the role of Successor Servicer only as a result of the Debtor's Breaches. As further described above, however, Wells Fargo, as Successor Servicer, does not receive any portion of the Servicing Fee. As a result, Wells Fargo asserts a Claim against the Debtor in the amount reflected on the attached Schedule I for the Cost of Funds associated with Advances made by Wells Fargo through May 31, 2010. Since Wells Fargo makes Advances to the Trust every month, such Claim will continue to grow and accordingly, Wells Fargo reserves the right to amend this Proof of Claim in the future.

#### **VII. Right to Recoup.**

Wells Fargo currently holds in escrow certain amounts recovered from liquidation proceeds that are owed to TBW in reimbursement of previously made advances and unpaid Servicing Fees for related Mortgage Loans. Wells Fargo will hold any additional amounts it may collect in the future as advances previously made by TBW continue to be recovered from liquidation proceeds.

Accordingly, Wells Fargo has the right to recoup its damages for the Claims described herein from any amounts that may be due to TBW.

#### **VIII. Reservation of Rights.**

In addition to Claims it has under the Agreements, Wells Fargo has or may have additional rights under applicable law related to its role as Master Servicer, Securities Administrator, and Successor Servicer of the Trust.

Wells Fargo hereby asserts all of its Claims arising out of or relating to its capacities as Master Servicer, Securities Administrator, and Successor Servicer of the Trust, including without limitation, any and all claims arising under the Agreements. 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 role as Master Servicer, Securities Administrator, and Successor Servicer or otherwise arising out of or related to the Agreements.

Wells Fargo reserves its rights to file and assert any Claims 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 Claims that arises 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 roles as Master Servicer, Securities Administrator, and Successor Servicer on behalf of the Trust. 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 Agreements or under other applicable law, including for post-petition liabilities, costs, losses, damages, or expense relating to or arising from Wells Fargo's roles as Master Servicer, Securities Administrator, and Successor Servicer of the Trust.

SCHEDULE A

**Late Remittance Fees**

<b>Applicable Late Rate:</b>	Prime Rate, adjusted as of the date of each change, plus 3 percentage points.	6.25% (Note: This rate applies to all periods)
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Trust	August Servicer Expected Remittance	August Late Remit Start	August Late Remit End	Day Count	August Late Remittance Fee
TBW2006-3	\$5,625,463.57	8/20/2009	5/31/2010	284	\$277,366.61
	September Servicer Expected Remittance	September Late Remit Start	September Late Remit End	Day Count	September Late Remittance Fee
TBW2006-3	3,837,094.76	9/22/2009	5/31/2010	251	\$167,206.73
	October Servicer Expected Remittance	October Late Remit Start	October Late Remit End	Day Count	October Late Remittance Fee
TBW2006-3	7,650,529.89	10/20/2009	10/31/2009	11	\$14,810.39
	October Servicer Expected Remittance less FDIC lock box payments applied on 11/1/09	October Late Remit Start	October Late Remit End	Day Count	October Late Remittance Fee
TBW2006-3	6,996,395.81	11/1/2009	11/30/2009	29	\$35,224.91
	October Servicer Expected Remittance less FDIC lock box payments applied on 12/1/09	October Late Remit Start	October Late Remit End	Day Count	October Late Remittance Fee
TBW2006-3	6,867,066.29	12/1/2009	5/31/2010	181	\$215,788.02
	November Servicer Expected Remittance	November Late Remit Start	November Late Remit End	Day Count	November Late Remittance Fee
TBW2006-3	2,804,341.17	11/20/2009	5/31/2010	192	\$93,478.04

\*\* The November Remittance Amount was determined by using the total scheduled remittance amount reported by the Subservicer and subtracting the actual remittance amount sent by the Subservicer on 11/18/09\*\*

<b>TOTAL:</b>	<b>\$803,674.70</b>
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SCHEDULE B

**Summary of Servicing Transfer Costs**

Category of Expense	Schedule Number	Dollar Amount
Mortgage Loan Boarding Costs of Subservicer	B-1	\$105,100.00
Estimated Third Party Review of Servicing Files	B-2	\$7,357.00
Estimated Costs of Shipping Servicing Files	B-3	\$2,181.50
Release Fees of Nationwide Title Company	B-4	\$90.00
Costs of Lien Searches	B-5	\$12,750.00
Wells Fargo Travel Expenses	B-6	\$1,005.67

<b>Total:</b>	<b>\$128,484.17</b>
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\*\*\*Each of the costs above is specifically described on the Schedules that follow.

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SCHEDULE B-1

Mortgage Loan Boarding Costs of Subservicer

Trust Name	Total Number of Loans in Trust	(\$50.00 Flat Rate Boarding Fee) x (Number of Loans in Trust)
TBW MORTGAGE-BACKED TRUST SERIES 2006-3	2102	\$105,100

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# INVOICE

1525 South Beltline Road  
Coppell, Texas 75019  
Phone 469-645-3000 Fax 866-490-0805

DATE: June 6, 2010  
INVOICE # AHMSI Broading  
FOR: Boarding fees-  
TBWWELLS

**Bill To:**  
Wells Fargo  
P.O. Box 1450  
Minneapolis, MN 55485-8113

**Wiring instructions:**  
Bank Name - Bank of NY - Mellon  
Account -1198864  
ABA# - 043000261  
Name - AHMSI - Servicing Operation  
Reference - TBWWELLS

DESCRIPTION	AMOUNT
TBWWELLS boarding fees - \$50 x 15,996	\$ 799,800.00
TOTAL	\$ 799,800.00



SCHEDULE B-2

Third Party Review and Inventory of TBW Servicing Files			
Loan Count	Flat Rate Cost of Review	(Number of Loans) x (Flat Rate Cost of Review)	Trust Name
2102	\$3.50	7,357.00	TBW MORTGAGE-BACKED TRUST SERIES 2006-3

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SCHEDULE B-3

Estimated Cost of Shipping TBW Servicing Files

Total For TBW 2006-3:	\$2,181.50
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Loan Count	Allocation %	Shipping Cost Est.	Securitization Name
6	0.0004	6.23	CSAB MORTGAGE - BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-1
23	0.0014	23.87	CSMC MORTGAGE -BACKED PASS-THOURGH CERTIFICATES, SERIES 2007-4
133	0.0083	138.03	CSMC MORTGAGE -BACKED PASS-THROUGH CERTIFICTES, SERIES 2007-6
16	0.0010	16.61	CSMC MORTGAGE-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-7
803	0.0502	833.37	TBW MORTGAGE-BACKED TRUST SERIES 2006-1
1894	0.1184	1,965.63	TBW MORTGAGE-BACKED TRUST SERIES 2006-2
2102	0.1314	2,181.50	TBW MORTGAGE-BACKED TRUST SERIES 2006-3
1150	0.0719	1,193.50	TBW MORTGAGE-BACKED TRUST SERIES 2006-4
2089	0.1306	2,168.01	TBW MORTGAGE-BACKED TRUST SERIES 2006-5
1864	0.1165	1,934.50	TBW MORTGAGE-BACKED TRUST SERIES 2006-6
3056	0.1910	3,171.58	TBW MORTGAGE-BACKED TRUST SERIES 2007-1
2860	0.1788	2,968.17	TBW MORTGAGE-BACKED TRUST SERIES 2007-2
15996		16,601.00	

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SCHEDULE B-4

**Nationwide Title Company  
Allocation of Release Fees**

	<b>TBW 2006-3</b>
Releases Only	15.00
Process and Release	75.00
<b>TOTAL:</b>	<b>90.00</b>

**Loan Specific Information**

Loan Number	WF Loan Number	Deal Name	Loan Amt	State	County	Fee Due to NTC
1129236	1129236	TBW2006-3	368,000.00	CA	San Bernardino	7.50
1141118	1141118	TBW2006-3	170,400.00	AZ	Maricopa	7.50
1085908	1085908	TBW2006-3	208,000.00	CT	Hartford	75.00
<b>Total:</b>						<b>90.00</b>

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SCHEDULE B-5

Lien Searches

Deal	No. of Searches	Cost per Search	Total
TBW 2006-3	102	125.00	12,750.00

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SCHEDULE B-6

**Wells Fargo Travel Expenses**

<b>Total for TBW 2006-3</b>	<b>\$1,005.67</b>
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		<b>Amount</b>	<b>\$8,028.89</b>
<b>Trust</b>	<b>Current Aggregate UPB</b>	<b>Allocation</b>	<b>Dollar Amount per Trust</b>
CSAB 2007-1	2,161,896.54	0.00	\$5.20
CSMC 2007-4	14,556,468.25	0.00	\$35.02
CSMC 2007-6	81,551,990.58	0.02	\$196.22
CSMC 2007-7	9,995,416.99	0.00	\$24.05
TBW 2006-1	251,535,248.37	0.08	\$605.23
TBW 2006-2	402,186,652.00	0.12	\$967.71
TBW 2006-4	264,396,842.26	0.08	\$636.17
TBW 2007-2	521,367,853.62	0.16	\$1,254.48
TBW 2006-3	417,962,608.36	0.13	\$1,005.67
TBW 2006-5	390,001,987.57	0.12	\$938.40
TBW 2006-6	399,374,925.01	0.12	\$960.95
TBW 2007-1	581,757,742.85	0.17	\$1,399.78
	<b>\$3,336,849,632.40</b>	<b>1.00</b>	<b>\$8,028.89</b>

**Detailed Travel Expenses**

<b>Expense Category</b>	<b>WF Attendee</b>	<b>Dollar Amount</b>
TBW Hearing 9/11/09	Jim Thomes	\$1,193
TBW/MBIA JAX 9/29/09	Jim Thomes	\$525
TBW Ocala 9/17/09	Jim Thomes	\$908
TBW Hearing 10/8/09	Jim Thomes	\$1,040
AHMSI TX 12/2/09	Jim Thomes	\$818
TBW Ocala 2/10/10	Jim Thomes	\$1,055
TBW Ocala 8/11/09	Jim Thomes	\$1,196
TBW/MBIA JAX 9/29/09	Greg Hausner	\$445
AHMSI TX 12/2/09	Greg Hausner	\$850
	<b>TOTAL:</b>	<b>\$8,028.89</b>

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SCHEDULE C

**Mortgage Loan Boarding Costs of Subservicer in Compliance with Borrower Protocol**

TRUST	Number of Loans to be boarded to comply with Borrower Protocol	(\$50.00 Flat Rate Boarding Fee) x (Number of Loans required to be boarded)
TBW2006-3	27	1,350.00

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# INVOICE



American Home Mortgage Servicing, Inc.  
Lantz Tooke  
1525 Beltline Road  
Coppell, TX 75049

INVOICE #10001  
DATE: JUNE 6, 2010

**TO:**  
Greg Hausner  
Wells Fargo

**FOR:**  
Boarding Fees on Additional TBW loans

DESCRIPTION	AMOUNT
Boarding Fees on Additional 223 TBW loans @ \$50 each (Loans boarded to assist in refunding funds due to borrowers on loans paid in full at TBW)	\$11,150.00
<b>TOTAL</b>	<b>11,150.00</b>

Please wire funds to:

Mellon Bank  
Pittsburgh, PA  
ABA#043000261  
Account Number: 119-8864  
Account Name: AHMSI Operating Account

Reference: GL 4322 Boarding Fees – 223 TBW Loans

Thank you for your business!

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# SCHEDULE D

## D&R Expense Allocation: Linda Stinson and Mary Sohlberg

Total for TBW 2006-3:	\$20,023.43
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		<b>TOTAL:</b>	<b>\$159,859.25</b>
<b>Transaction</b>	<b>Current Aggregate UPB</b>	<b>Allocation</b>	<b>Dollar Amount</b>
CSAB2007-1	2,161,896.54	0.00	\$103.57
CSMC2007-4	14,556,468.25	0.00	\$697.36
CSMC2007-6	81,551,990.58	0.02	\$3,906.93
CSMC2007-7	9,995,416.99	0.00	\$478.85
TBW2006-1	251,535,248.37	0.08	\$12,050.36
TBW2006-2	402,186,652.00	0.12	\$19,267.65
TBW2006-4	264,396,842.26	0.08	\$12,666.52
TBW2007-2	521,367,853.62	0.16	\$24,977.29
TBW2006-3	417,962,608.36	0.13	\$20,023.43
TBW2006-5	390,001,987.57	0.12	\$18,683.92
TBW2006-6	399,374,925.01	0.12	\$19,132.95
TBW2007-1	581,757,742.85	0.17	\$27,870.41
	\$3,336,849,632.40	<b>1.00</b>	<b>\$159,859.25</b>

## Breakdown of Stinson and Sohlberg expenses:

<b>Linda Stinson Time</b>			
<b>Description</b>	<b>Total Number of Hours</b>	<b>Flat Rate Charge</b>	<b>Costs</b>
Internal meetings and conference calls	26	\$350	\$9,100
Review of email communications and related responses	43.98	\$350	\$15,393
Total:	69.98		\$24,493

<b>Mary Sohlberg Time</b>			
<b>Description</b>	<b>Total Number of Hours</b>	<b>Flat Rate Charge</b>	<b>Costs</b>
Internal meetings and conference calls	121.07	\$350	\$42,378.08
Review of email communications, related responses, and investor inquiries	265.68	\$350	\$92,980.17
Total:	386.75		\$135,358.25

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SCHEDULE E

Allocation of Legal Expenses

Total for TBW 2006-3	\$143,258.97
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		Total Invoice Amount	\$1,079,889.05	\$53,645.39	\$10,189.00	
			Alston & Bird LLP	Smith Hulse & Busey	Bledsoe Schmidt Lang & Wilkinson, P.A.	
Transaction	Current Aggregate UPB	Allocation	Dollar Amount	Dollar Amount	Dollar Amount	TOTAL Legal Fees
CSAB2007-1	2,161,896.54	0.00	\$699.64	\$34.76	\$6.60	\$741.00
CSMC2007-4	14,556,468.25	0.00	\$4,710.84	\$234.02	\$44.45	\$4,989.31
CSMC2007-6	81,551,990.58	0.02	\$26,392.29	\$1,311.08	\$249.02	\$27,952.39
CSMC2007-7	9,995,416.99	0.00	\$3,234.77	\$160.69	\$30.52	\$3,425.98
TBW2006-1	251,535,248.37	0.08	\$81,403.18	\$4,043.85	\$768.06	\$86,215.08
TBW2006-2	402,186,652.00	0.12	\$130,157.79	\$6,465.82	\$1,228.07	\$137,851.67
TBW2006-4	264,396,842.26	0.08	\$85,565.51	\$4,250.62	\$807.33	\$90,623.46
TBW2007-2	521,367,853.62	0.16	\$168,727.84	\$8,381.85	\$1,591.99	\$178,701.68
TBW2006-3	417,962,608.38	0.13	\$135,263.29	\$6,719.44	\$1,276.24	\$143,258.97
TBW2006-5	390,001,987.57	0.12	\$126,214.52	\$6,269.93	\$1,190.86	\$133,675.31
TBW2006-6	399,374,925.01	0.12	\$129,247.84	\$6,420.61	\$1,219.48	\$136,887.94
TBW2007-1	581,757,742.85	0.17	\$188,271.54	\$9,352.72	\$1,776.39	\$199,400.64
	\$3,336,849,632.40	1.00	\$1,079,889.05	\$53,645.39	\$10,189.00	\$1,143,723.44

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SCHEDULE F

**Summary of Trust Moneys Claim**

Category of Expense	Schedule Number	Dollar Amount
Total Possible Amounts on Balance at Colonial and Regions	F-1	\$14,471,321.00
Prepayment Interest Shortall Amounts due from TBW prior to Transition Date	F-2	\$21,845.34

<b>Total:</b>	<b>\$14,493,166.34</b>
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\*\*\*Each amount is specifically described on the Schedules that follow.

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SCHEDULE F-1

**Summary of Amounts on Balance at Colonial Bank and  
Regions Bank, as Reported by the Debtor,  
on June 8, 2010 \***

<b>Account Summary Information for TBW 2006-3</b>	<b>Amount</b>
TBW 2006-3 Total Amounts on Balance	\$14,444,474.00
Wells Fargo - Not Trust Specific Total ****	\$26,847.00

**Total Possible Amount on Balance at Colonial and Regions:                      \$14,471,321.00**

\* Amounts reflected on this Schedule were provided to Wells Fargo by the Debtor on June 8, 2010. Wells Fargo reserves the right to amend this Schedule pending final reconciliation of all of the Debtor's funds on balance at Colonial, Regions, or any other banking institution where the Debtor holds, or previously held, accounts.

\*\*\*\* The Debtor also reported a category of funds designated as "not trust specific." On information and belief, all or a portion of this amount may belong to the Trust.

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SCHEDULE F-2

Prepayment Interest Shortfall Amounts

FILE DATE	TRUST	LOAN NUMBER	Total Loss Gain	Scheduled Payment Amount	Scheduled Beginning Principal Balance	Current Loan Rate	Pass-Through Rate	Scheduled Principal Payment Amount	Scheduled Liquidation Amount	Paid-in-Full ("PIF") Date	Number of Days PIF	Number of Prepayment Interest Shortfall ("PPIS") Days	Total Amount of PPIS
8/1/2009	TBW2006-3	0001124908	\$34,990.06	\$813.84	\$110,248.94	7.75	7.75	101.82	\$110,147.12	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001123637	\$91,271.10	\$1,040.43	\$144,078.69	7.5	7.5	139.94	\$143,938.75	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001090104	\$109,593.20	\$1,764.19	\$260,234.03	6.75	6.5	298.69	\$260,234.03	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001131645	\$113,616.38	\$1,660.13	\$279,600.00	7.125	6.875	0	\$279,600.00	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001132925	\$122,221.42	\$1,961.75	\$319,200.00	7.375	7.125	0	\$319,200.00	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001123320	\$193,604.08	\$2,970.58	\$441,345.50	6.75	6.5	488.01	\$440,857.49	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001156035	\$206,457.56	\$1,931.58	\$258,455.97	7.875	7.625	235.46	\$258,220.51	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001139315	\$207,464.24	\$687.50	\$120,000.00	6.875	6.625	0	\$120,000.00	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001139010	\$229,139.22	\$2,376.67	\$368,000.00	7.75	7.5	0	\$368,000.00	7/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001064078	\$0.00	\$786.62	\$109,036.38	7.5	7.25	105.14	\$108,931.24	7/20/2009	20	10	\$ 219.59
9/1/2009	TBW2006-3	0001171812	\$0.00	\$1,034.66	\$145,661.09	6.875	6.625	200.14	\$145,460.95	8/31/2009	31	0	\$ -
8/1/2009	TBW2006-3	0001165930	\$0.00	\$1,181.05	\$160,695.96	7.375	7.125	193.44	\$160,502.52	7/13/2009	13	17	\$ 540.67
8/1/2009	TBW2006-3	0001150274	\$0.00	\$978.90	\$135,559.10	7.5	7.25	131.66	\$135,427.44	7/21/2009	21	9	\$ 245.70
9/1/2009	TBW2006-3	0001144968	\$0.00	\$633.11	\$104,790.56	7.25	7	96.16	\$88,151.43	8/19/2009	19	11	\$ 178.64
9/1/2009	TBW2006-3	0001135119	\$0.00	\$440.14	\$64,548.09	6.875	6.625	70.33	\$64,477.76	7/6/2009	6	24	\$ 489.02
8/1/2009	TBW2006-3	0001127759	\$0.00	\$1,385.49	\$210,527.57	6.5	6.25	245.13	\$210,282.44	7/6/2009	6	24	\$ 877.20
8/1/2009	TBW2006-3	0001110397	\$0.00	\$1,859.91	\$249,319.72	7.5	7.25	301.66	\$249,018.06	7/9/2009	9	21	\$ 1,054.41
9/1/2009	TBW2006-3	000109253	\$0.00	\$590.22	\$79,389.47	6.75	6.5	143.65	\$79,245.82	8/25/2009	25	5	\$ 71.67
8/1/2009	TBW2006-3	0001098029	\$0.00	\$1,327.00	\$194,236.46	6.875	6.625	214.19	\$194,022.27	7/23/2009	23	7	\$ 250.21
9/1/2009	TBW2006-3	0001084395	\$0.00	\$974.00	\$140,703.48	7	6.75	153.23	\$140,550.25	8/10/2009	10	20	\$ 527.64
8/1/2009	TBW2006-3	0001067838	\$0.00	\$643.28	\$88,995.06	7.5	7.25	87.06	\$88,908.00	7/1/2009	1	29	\$ 519.76
8/1/2009	TBW2006-3	0001061372	\$0.00	\$2,010.13	\$274,334.29	7.625	7.375	266.96	\$274,067.33	7/2/2009	2	28	\$ 1,573.61
8/1/2009	TBW2006-3	0001050063	\$0.00	\$2,281.93	\$413,330.18	6.625	6.375	294.04	\$413,330.18	7/31/2009	31	0	\$ -
9/1/2009	TBW2006-3	0001014261	\$0.00	\$2,084.11	\$291,266.24	7.375	7.125	294.04	\$290,972.20	8/11/2009	11	19	\$ 1,095.28
10/1/2009	TBW2006-3	0001153214	\$0.00	\$930.79	\$151,450.00	7.375	7.125	305.48	\$151,450.00	9/1/2009	1	29	\$ 889.26
10/1/2009	TBW2006-3	0001151488	\$0.00	\$1,779.10	\$261,974.89	6.75	6.5	0	\$261,974.89	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001144500	\$0.00	\$1,310.52	\$216,913.13	7.25	7	0	\$216,913.13	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001143504	\$0.00	\$1,931.67	\$304,000.00	7.625	7.375	0	\$304,000.00	9/14/2009	14	16	\$ 996.44
10/1/2009	TBW2006-3	0001142248	\$0.00	\$1,783.01	\$258,135.39	7	6.75	277.22	\$257,858.17	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001132263	\$0.00	\$1,261.09	\$224,193.94	6.75	6.5	0	\$224,193.94	9/24/2009	24	6	\$ 242.88
10/1/2009	TBW2006-3	0001125528	\$0.00	\$1,748.68	\$349,736.65	6	5.75	0	\$349,736.65	9/10/2009	10	20	\$ 1,117.21
10/1/2009	TBW2006-3	0001123970	\$0.00	\$1,190.63	\$193,729.11	7.375	7.125	220.59	\$191,205.70	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001123211	\$0.00	\$1,272.42	\$191,426.29	6.625	6.375	0	\$191,426.29	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001122451	\$0.00	\$740.21	\$213,750.00	7	6.75	0	\$213,750.00	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001121262	\$0.00	\$1,070.56	\$149,398.52	7.375	7.125	152.37	\$149,247.15	9/10/2009	10	20	\$ 591.37
11/1/2009	TBW2006-3	0001116871	\$0.00	\$2,497.10	\$367,429.00	6.75	6.5	430.31	\$366,998.69	10/1/2009	1	29	\$ 1,923.90
11/1/2009	TBW2006-3	0001114067	\$0.00	\$1,335.92	\$213,747.51	7.5	7.25	0	\$213,747.51	10/1/2009	1	29	\$ 1,248.34
10/1/2009	TBW2006-3	0001105315	\$0.00	\$2,627.72	\$384,787.82	6.875	6.625	423.21	\$384,364.61	9/10/2009	10	20	\$ 1,416.33
10/1/2009	TBW2006-3	0001101124	\$0.00	\$1,220.01	\$180,655.54	6.75	6.5	203.82	\$180,451.72	9/1/2009	1	29	\$ 945.93
10/1/2009	TBW2006-3	0001103219	\$0.00	\$1,136.67	\$176,000.00	7.75	7.5	0	\$176,000.00	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001083086	\$0.00	\$1,570.83	\$260,000.00	7.25	7	146.4	\$260,000.00	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001082086	\$0.00	\$1,146.26	\$154,816.82	7.75	7.5	0	\$154,816.82	9/24/2009	24	6	\$ 193.52
10/1/2009	TBW2006-3	0001046103	\$0.00	\$2,027.72	\$279,977.76	7.5	7.25	277.86	\$279,699.90	9/30/2009	30	0	\$ -
10/1/2009	TBW2006-3	0001147414	\$0.00	\$2,555.23	\$397,538.61	6.25	6	484.72	\$397,053.89	9/2/2009	2	28	\$ 1,855.18
10/1/2009	TBW2006-3	0001174572	\$0.00	\$455.25	\$64,271.01	8.5	8.25	0	\$64,271.01	9/30/2009	30	0	\$ -

SCHEDULE F-2

CLE DATE	TRUST	LOAN NUMBER	Total Loss Gain	Scheduled Payment Amount	Scheduled Beginning Principal Balance	Current Loan Rate	Pass-Through Rate	Scheduled Principal Payment Amount	Scheduled Liquidation Amount	Paid-in-Full ("PIF") Date	Number of Days PIF	Number of Prepayment Interest Shortfall ("PPIS") Days	Total Amount of PPIS
11/1/2009	TBW2006-3	0001163200	\$0.00	\$510.09	\$68,849.57	7.75	7.5	65.44	\$68,784.13	10/1/2009	1	29	\$ 415.97
10/1/2009	TBW2006-3	0001158675	\$0.00	\$1,655.46	\$242,578.31	6.875	6.625	265.69	\$242,312.62	9/1/2009	1	29	\$ 1,294.59
10/1/2009	TBW2006-3	0001155603	\$0.00	\$1,202.53	\$159,771.24	7.875	7.625	154.03	\$159,617.21	9/1/2009	1	29	\$ 981.37
10/1/2009	TBW2006-3	0001153200	\$0.00	\$673.62	\$97,523.13	7	6.75	104.74	\$97,418.39	9/24/2009	24	6	\$ 109.71
TOTAL:													\$ 21,845.34

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# SCHEDULE G

<b>Total Amount of Custodial Fees paid as of 5/31/2010:</b>	<b>\$31,393.13</b>
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<b>Total Paid for TBW 2006-3:</b>	<b>\$4,064.06</b>
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## Allocation of Custodial Fees per Trust

<b>Current Aggregate UPB</b>	<b>Allocation</b>	<b>Pro-Rata Portion of Custodial Fees</b>	<b>Trust</b>
251,535,248.37	0.08	\$2,445.80	TBW2006-1
402,186,652.00	0.12	\$3,910.66	TBW2006-2
264,396,842.26	0.08	\$2,570.86	TBW2006-4
521,367,853.62	0.16	\$5,069.52	TBW2007-2
417,962,608.36	0.13	\$4,064.06	TBW2006-3
390,001,987.57	0.12	\$3,792.18	TBW2006-5
399,374,925.01	0.12	\$3,883.32	TBW2006-6
581,757,742.85	0.18	\$5,656.72	TBW2007-1
<b>\$3,228,583,860.04</b>	<b>1.00</b>	<b>\$31,393.13</b>	

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# Billing Invoice

March 01, 2010

BRANCH BANKING & TRUST COMPANY  
DOCUMENT CUSTODY DEPARTMENT  
201 E. PINE STREET, SUITE 730  
ORLANDO, FL 32801-

To: TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION

ATTN: DE ARMAS, DELTON  
101 N.E. 2ND STREET  
OCALA, FL 34470

Phone: 800-728-1129

Fax: 352-867-1190

Billing Period: 10/1/2009 thru 10/31/2009  
Invoice Number: 11450  
Account: TBW SECURITIES  
Fee Schedule: TBW MBS FEE SCHEDULE  
Close Date:  
Notation:

Pay Method: Cash  
Invoice Amount: 3,896.75  
Invoice Balance: 3,896.75

1948.38

Fee Type by Billing Class	Item Cost	Item Count	Min Cost	Item Amount
LOAN TRANSACTIONS				
Pool Storage	0.250000	15587	0.00	3,896.75
		15,587		3,896.75
		15,587		3,896.75

1948.38

# Billing Invoice

March 01, 2010

BRANCH BANKING & TRUST COMPANY  
DOCUMENT CUSTODY DEPARTMENT  
201 E. PINE STREET, SUITE 730  
ORLANDO, FL 32801

To: TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION

ATTN: DE ARMAS, DELTON  
101 N.E. 2ND STREET  
OCALA, FL 34470

Phone: 800-728-1129

Fax: 352-867-1190

Billing Period:	11/1/2009	thru 11/30/2009	Pay Method:	Cash
Invoice Number:	11451		Invoice Amount:	3,896.75
Account:	TBW SECURITIES		Invoice Balance:	3,896.75
Fee Schedule:	TBW MBS FEE SCHEDULE			
Close Date:				
Notation:				

Fee Type by Billing Class	Item Cost	Item Count	Min Cost	Item Amount
LOAN TRANSACTIONS				
Pool Storage	0.250000	15587	0.00	3,896.75
		15,587		3,896.75
		15,587		3,896.75



# Billing Invoice

March 01, 2010

BRANCH BANKING & TRUST COMPANY  
DOCUMENT CUSTODY DEPARTMENT  
201 E. PINE STREET, SUITE 730  
ORLANDO, FL 32801-

To: TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION

ATTN: DE ARMAS, DELTON  
101 N.E. 2ND STREET  
OCALA, FL 34470

Phone: 800-728-1129

Fax: 352-867-1190

Billing Period:	12/1/2009 thru 12/31/2009	Pay Method:	Cash
Invoice Number:	11452	Invoice Amount:	3,956.25
Account:	TBW SECURITIES	Invoice Balance:	3,956.25
Fee Schedule:	TBW MBS FEE SCHEDULE		
Close Date:			
Notation:			

Fee Type by Billing Class	Item Cost	Item Count	Min Cost	Item Amount
<b>LOAN TRANSACTIONS</b>				
Loan Release	2.500000	13	0.00	32.50
Loan Reinstatement	2.500000	11	0.00	27.50
Pool Storage	0.250000	15585	0.00	3,896.25
		<b>15,609</b>		<b>3,956.25</b>
		<b>15,609</b>		<b>3,956.25</b>

# Billing Invoice

March 01, 2010

BRANCH BANKING & TRUST COMPANY  
DOCUMENT CUSTODY DEPARTMENT  
201 E. PINE STREET, SUITE 730  
ORLANDO, FL 32801-

To: TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION

ATTN: DE ARMAS, DELTON  
101 N.E. 2ND STREET  
OCALA, FL 34470

Phone: 800-728-1129

Fax: 352-867-1190

Billing Period:	1/1/2010	thru 1/31/2010	Pay Method:	Cash
Invoice Number:	11457		Invoice Amount:	3,896.25
Account:	TBW SECURITIES		Invoice Balance:	3,896.25
Fee Schedule:	TBW MBS FEE SCHEDULE			
Close Date:				
Notation:				

Fee Type by Billing Class	Item Cost	Item Count	Min Cost	Item Amount
LOAN TRANSACTIONS				
Pool Storage	0.250000	15585	0.00	3,896.25
		15,585		3,896.25
		15,585		3,896.25

# Billing Invoice

March 01, 2010

BRANCH BANKING & TRUST COMPANY  
DOCUMENT CUSTODY DEPARTMENT  
201 E. PINE STREET, SUITE 730  
ORLANDO, FL 32801-

To: TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION

ATTN: DE ARMAS, DELTON  
101 N.E. 2ND STREET  
OCALA, FL 34470

Phone: 800-728-1129

Fax: 352-867-1190

Billing Period:	2/1/2010	thru 2/28/2010	Pay Method:	Cash
Invoice Number:	11474		Invoice Amount:	3,896.25
Account:	TBW SECURITIES		Invoice Balance:	3,896.25
Fee Schedule:	TBW MBS FEE SCHEDULE			
Close Date:				
Notation:				

Fee Type by Billing Class	Item Cost	Item Count	Min Cost	Item Amount
LOAN TRANSACTIONS				
Pool Storage	0.250000	15585	0.00	3,896.25
		15,585		3,896.25
		15,585		3,896.25

# Billing Invoice

May 03, 2010

BRANCH BANKING & TRUST COMPANY  
DOCUMENT CUSTODY DEPARTMENT  
201 E. PINE STREET, SUITE 730  
ORLANDO, FL 32801-

To: TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION

ATTN: SOHBERG, MARY  
SIXTH AND MARQUETTE, MAC N9311-161  
MINNEAPOLIS, MN 55479

Phone:

Fax: 612-316-0737

Billing Period:	4/1/2010	thru 4/30/2010	Pay Method:	Cash
Invoice Number:	11543		Invoice Amount:	4,594.50
Account:	TBW SECURITIES		Invoice Balance:	4,594.50
Fee Schedule:	TBW MBS FEE SCHEDULE			
Close Date:				
Notation:				

Fee Type by Billing Class	Item Cost	Item Count	Min Cost	Item Amount
<b>LOAN TRANSACTIONS</b>				
Loan Release	2.500000	308	0.00	770.00
Loan Reinstatement	2.500000	26	0.00	65.00
Pool Storage	0.250000	15038	0.00	3,759.50
		15,372		4,594.50
		15,372		4,594.50

Run By: DAWKINS laura

Usergroup: Manager

Custodian Name: BRANCH BANKING & TRUST COMPANY

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# Billing Invoice

May 03, 2010

BRANCH BANKING & TRUST COMPANY  
DOCUMENT CUSTODY DEPARTMENT  
201 E. PINE STREET, SUITE 730  
ORLANDO, FL 32801-

To: TAYLOR, BEAN & WHITAKER MORTGAGE CORPORATION

ATTN: DE ARMAS, DELTON  
101 N.E. 2ND STREET  
OCALA, FL 34470

Phone: 800-728-1129

Fax: 352-867-1190

Billing Period:	3/1/2010 thru 3/31/2010	Pay Method:	Cash
Invoice Number:	11510	Invoice Amount:	9,204.75
Account:	TBW SECURITIES	Invoice Balance:	9,204.75
Fee Schedule:	TBW MBS FEE SCHEDULE		
Close Date:			
Notation:			

Fee Type by Billing Class	Item Cost	Item Count	Min Cost	Item Amount
<b>LOAN TRANSACTIONS</b>				
Loan Release	2.500000	1488	0.00	3,720.00
Loan Reinstatement	2.500000	676	0.00	1,690.00
Pool Storage	0.250000	15179	0.00	3,794.75
		<b>17,343</b>		<b>9,204.75</b>
		<b>17,343</b>		<b>9,204.75</b>

# SCHEDULE H

## Projected Custodial Fees for TBW 2006-3

	TBW 2006-3	Description of Amount
Loan Count	1,847	Current number of loans remaining in Trust
Final Certifications	10.00	Based on 52 Outstanding Exceptions at \$10.00 per Certification
Releases	4,617.50	Based on \$2.50 per release for all remaining loans held by Custodian
Reinstatements	462.50	Estimate of 10% of Remaining Loans will be restated
Release of Reinstatements	462.50	Assumes all loans reinstated will eventually be released.
Storage Costs	42,585.59	See Loan Storage Analysis below.
Total Projected Custody	48,138.09	

## LOAN STORAGE ANALYSIS:

	Total Loans in Storage	Cost per Annum	Estimated Storage
May 31, 2010	13,986	3.00	41,958.00
May 31, 2011	12,986	3.00	38,958.00
May 31, 2012	11,986	3.00	35,958.00
May 31, 2013	10,986	3.00	32,958.00
May 31, 2014	9,986	3.00	29,958.00
May 31, 2015	8,986	3.00	26,958.00
May 31, 2016	7,986	3.00	23,958.00
May 31, 2017	6,986	3.00	20,958.00
May 31, 2018	5,986	3.00	17,958.00
May 31, 2019	4,986	3.00	14,958.00
May 31, 2020	3,986	3.00	11,958.00
May 31, 2021	2,986	3.00	8,958.00
May 31, 2022	2,886	3.00	8,658.00
May 31, 2023	1,886	3.00	5,658.00
May 21, 2024	886	3.00	2,658.00
			322,470.00

Note: Assumes a loan count reduction of 1,000 loans per year based on the below historic information.

9-May	15,859	9-Jan	16,287
10-Apr	15,038	9-Dec	15,179
Loan Storage Reduction	821		1,108 Assume 1,000 per annum

Allocation by Loan Count	Allocation by Cost
TBW 2006-1	0.05 16,416.32
TBW 2006-2	0.12 39,080.98
TBW 2006-3	0.13 42,585.59
TBW 2006-4	0.07 23,079.68
TBW 2006-5	0.13 42,078.35
TBW 2006-6	0.12 37,997.32
TBW 2007-1	0.19 61,837.88
TBW 2007-2	0.18 59,393.87
	1.00 322,470.00

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# SCHEDULE I

TBW 2006-3  
Cost of Funds for Advances

December 2009						
	Net Advance Made	Date	Total Outstanding	Rate	Days	Cost of Funds
P&I Advances	-	-	-	0.30%	0	-
Corporate Advances	364,169.27	12/23/09	364,169.27	0.30%	37	112.22
Escrow Advances	285,502.56	12/23/09	285,502.56	0.30%	37	87.98
FDIC Escrow Advances	372,268.54	12/23/09	372,268.54	0.30%	37	114.72
FDIC Suspense Advances	126,881.19	12/23/09	126,881.19	0.30%	37	39.10
<b>Totals</b>	<b>1,148,821.56</b>		<b>1,148,821.56</b>			<b>354.03</b>
January 2010						
	Net Advance Made	Date	Total Outstanding	Rate	Days	Cost of Funds
P&I Advances	2,104,110.11	1/22/10	2,104,110.11	0.30%	33	578.31
Corporate Advances	553,273.63	1/29/10	917,442.90	0.30%	21	160.46
Escrow Advances	390,408.52	1/29/10	675,911.08	0.30%	21	118.22
FDIC Escrow Advances	647,788.03	1/29/10	1,020,056.57	0.30%	21	178.41
FDIC Suspense Advances	918,665.47	1/29/10	1,045,546.66	0.30%	21	182.87
<b>Totals</b>	<b>4,614,245.76</b>		<b>5,763,067.32</b>			<b>1,218.28</b>
February 2010						
	Net Advance Made	Date	Total Outstanding	Rate	Days	Cost of Funds
P&I Advances	1,378,581.93	2/24/10	3,482,692.03	0.30%	28	812.18
Corporate Advances	207,661.83	2/19/10	1,125,104.73	0.30%	24	224.90
Escrow Advances	298,758.86	2/19/10	974,669.94	0.30%	24	194.83
FDIC Escrow Advances	279,500.90	2/19/10	1,299,557.47	0.30%	24	259.77
FDIC Suspense Advances	(16,294.50)	2/19/10	1,029,252.16	0.30%	24	205.74
<b>Totals</b>	<b>2,148,209.02</b>		<b>7,911,276.33</b>			<b>1,697.41</b>
March 2010						
	Net Advance Made	Date	Total Outstanding	Rate	Days	Cost of Funds
P&I Advances	985,774.75	3/24/10	4,468,466.79	0.30%	30	1,116.50
Corporate Advances	176,666.66	3/15/10	1,301,771.39	0.30%	37	401.16
Escrow Advances	231,460.34	3/15/10	1,206,130.28	0.30%	37	371.69
FDIC Escrow Advances	211,531.67	3/15/10	1,511,089.14	0.30%	37	465.66
FDIC Suspense Advances	38,868.36	3/15/10	1,068,120.52	0.30%	37	329.16
<b>Totals</b>	<b>1,644,301.78</b>		<b>9,555,578.12</b>			<b>2,684.17</b>
April 2010						
	Net Advance Made	Date	Total Outstanding	Rate	Days	Cost of Funds
P&I Advances	601,656.65	4/23/10	5,070,123.44	0.30%	31	1,309.06
Corporate Advances	36,237.40	4/21/10	1,338,008.79	0.30%	29	323.17
Escrow Advances	143,556.35	4/21/10	1,349,686.63	0.30%	29	326.00
FDIC Escrow Advances	108,717.31	4/21/10	1,619,806.45	0.30%	29	391.24
FDIC Suspense Advances	42,284.64	4/21/10	1,110,405.16	0.30%	29	268.20
<b>Totals</b>	<b>932,452.35</b>		<b>10,488,030.47</b>			<b>2,617.67</b>
May 2010						
	Net Advance Made	Date	Total Outstanding	Rate	Days	Cost of Funds
P&I Advances	795,772.64	5/24/10	5,865,896.07	0.30%	8	390.85
Corporate Advances	70,373.20	5/20/10	1,408,381.99	0.30%	12	140.76
Escrow Advances	83,435.27	5/20/10	1,433,121.90	0.30%	12	143.23
FDIC Escrow Advances	(1,619,806.45)	5/20/10	-	0.30%	12	-
FDIC Suspense Advances	41,325.88	5/20/10	1,151,731.04	0.30%	12	115.11
<b>Totals</b>	<b>(628,899.46)</b>		<b>9,859,131.00</b>			<b>789.95</b>

Total Cost of Funds through 5/31/2010 9,361.52