

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

**PROOF OF CLAIM**

In re:  
**TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**

Case Number:  
**3:09-bk-07047-JAF**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name of Creditor and Address: the person or other entity to whom the debtor owes money or property. If necessary, please cross out pre-printed address and write if change of address.

**Federal Home Loan Mortgage Corporation**  
8200 Jones Branch Drive, M/S 202  
McLean, VA 22102  
Attn: Kenton Hambrick, Assistant General Counsel

JACKSONVILLE, FLORIDA

**JUN 14 2010**

CLERK, U. S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA

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

Creditor Telephone Number (703) 903-2473  Check box if address is where Notice is to be sent.

**THIS SPACE IS FOR COURT USE ONLY**

Name and address where payment should be sent (if different from above):

Check this box if you are the debtor or trustee in this case.

Check this box to indicate that this claim amends a previously filed claim.  
Claim Number (if known):  
Filed on: \_\_\_\_\_

Payment Telephone Number (703) 903-2473

**1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 1,782,255,016.51**

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.

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:**  
See attached Addendum and Exhibit

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

**3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:**  
3a. Debtor may have scheduled account as: ( )

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

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

**Nature of property or right of setoff:**  
Describe:  
 Real Estate  Motor Vehicle  Other \_\_\_\_\_

Secured Claim Amount: \$ \_\_\_\_\_ **DO NOT** include the priority portion of your claim here.  
Unsecured Claim Amount: \$ \_\_\_\_\_

Amount of arrearage and other charges as of time case filed included in secured claim, \_\_\_\_\_

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

**5. PRIORITY CLAIM** \*See attached re 12 U.S.C. sec. 4617(b)(15)  Include **ONLY** the priority portion of your unsecured claim here.

Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  
Unsecured Priority Claim Amount: \$ \_\_\_\_\_

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

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$10,950\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).  Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \* ).

\* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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

**7. SUPPORTING DOCUMENTS:** Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.)  
If the documents are not available, please explain.

**DATE-STAMPED COPY** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. **DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

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

**By Regular Mail to:**  
BMC Group, Inc.  
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing  
PO Box 3020  
Chanhausen, MN 55317-3020

**By Hand, Courier, Or Overnight Delivery to:**  
BMC Group, Inc.  
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Proces  
18750 Lake Drive East  
Chanhausen, MN 55317

**THIS SPACE FOR COURT USE ONLY**

T, B & W Mortgage Corp.  
  
02629

**DATE** 6/11/10 **SIGNATURE:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*Raymond G. Romano*  
Raymond G. Romano, EVP & Chief Credit Officer, Federal Home Loan Mortgage Corporation

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**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

In re:	)	Case No. 3:09-bk-07047-JAF
	)	
TAYLOR, BEAN & WHITAKER	)	
MORTGAGE CORP.,	)	Chapter 11
	)	
Debtor.	)	

**ADDENDUM TO PROOF OF CLAIM OF  
FEDERAL HOME LOAN MORTGAGE CORPORATION**

1. Federal Home Loan Mortgage Corporation (“Freddie Mac”) in conservatorship is a government-sponsored enterprise that not only plays a critical role in the United States mortgage finance market but also is inextricably interwoven into the nation’s financial system. On September 6, 2008, the Federal Housing Finance Agency (“FHFA”), an independent agency of the United States Government, was appointed as Freddie Mac’s conservator (the “Conservator”). The goal of the conservatorship is to restore confidence in Freddie Mac, enhance its capacity to fulfill its mission and mitigate the systemic risk that has contributed to the instability in the current market. Freddie Mac is filing this Proof of Claim in this Chapter 11 bankruptcy proceeding at the direction of the Conservator.

2. Prior to August 24, 2009 (the “Petition Date”), debtor Taylor, Bean & Whitaker Mortgage Corporation (“TBW”) was a Freddie Mac seller/servicer pursuant to the terms and conditions contained in certain purchase documents (collectively, the “Purchase Documents”) consisting of, *inter alia*, certain purchase contracts, Freddie Mac’s Single-Family Seller/Servicer Guide (the “Guide”), and bulletins issued periodically by Freddie Mac to its seller/servicers which supplement the parties’ agreement as set forth in the Purchase Documents. TBW serviced approximately 291,525 Freddie Mac mortgage loans with a total value of approximately Fifty

Billion Six Hundred Forty-Six Million Three Hundred Sixty Thousand One Hundred Thirty Seven Dollars (\$50,646,360,137.00) (the "Mortgage Loans").

3. Also prior to the Petition Date, Freddie Mac, Natixis Real Estate Capital, Inc., and TBW entered into an Acknowledgement Agreement, dated as of May 27, 2005 (together with all amendments and addenda thereto, the "Natixis Acknowledgement Agreement") concerning a security interest held by Natixis in TBW's mortgage servicing rights with respect to Mortgage Loans sold to Freddie Mac under Seller/Servicer No. 142080. Similarly, Freddie Mac, Sovereign Bank, individually and as Agent, and TBW entered into an Acknowledgement Agreement, dated as of November 30, 2007, (together with all amendments and addenda thereto, the "Sovereign Acknowledgement Agreement") concerning a security interest held by certain lenders in TBW's mortgage servicing rights with respect to Mortgage Loans sold to Freddie Mac under Seller/Servicer No. 120177.

4. On August 4, 2009, Freddie Mac notified TBW that TBW's eligibility to sell mortgages to and to service mortgages for Freddie Mac was terminated with cause, effective immediately (the "Termination"). Subsequent to the Termination, on the Petition Date, TBW filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

5. On September 20, 2009, TBW and Freddie Mac executed a Stipulation of Settlement By and Between Federal Home Loan Mortgage Corporation and the Debtor Regarding Stay Relief and Transfer of Loan Servicing<sup>1</sup> pursuant to which TBW agreed, *inter alia*, to cooperate fully with Freddie Mac in effectuating the transfer of mortgage loan servicing

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<sup>1</sup> This Stipulation was subsequently approved by the court by Order dated September 29, 2009.

from TBW to certain interim servicers designated by Freddie Mac and to work collaboratively to create a framework for the orderly disposition of the servicing rights related to Freddie Mac loans.

6. Shortly after the Termination and before the Petition Date, both Natixis and Sovereign Bank notified Freddie Mac that they were electing under their respective Acknowledgment Agreements to enforce their Servicing Security Interests by arranging a Permanent Servicing Transfer to be effectuated as a Servicing Transfer With Assumption of Warranties, as those terms are defined in the Acknowledgement Agreements. Pursuant to the Acknowledgement Agreements, the Servicing Transfer Proceeds of any sale or transfer of the TBW mortgage servicing rights must first be applied to pay Freddie Mac's Claims and Servicing Transfer Costs, as those terms are defined in the Acknowledgement Agreements. Although the time period for completing such a sale or transfer has been extended from time to time, no such sale or transfer of any TBW servicing rights has to date been arranged and no sale proceeds have been realized. Therefore, none of Freddie Mac's Claims and Freddie Mac's Servicing Transfer Costs have been satisfied.

7. As of the date of this proof of claim, Freddie Mac estimates Freddie Mac's Claims and Freddie Mac's Servicing Transfer Costs to be as specified on the attached accounting entitled "TBW Costs and Claims" attached hereto as Exhibit A. In addition to the foregoing, by way of this Proof of Claim, Freddie Mac adopts and reasserts each and every claim scheduled by the Debtor as payable to Freddie Mac.

8. Many of the costs and claims itemized on Exhibit A continue to increase. Accordingly, Freddie Mac reserves the right to amend and supplement this Proof of Claim in any manner whatsoever including, without limitation, filing supplemental or amended claims for (a)

administrative expenses entitled to priority under applicable sections of the Bankruptcy Code; (b) additional pre-petition expenses (including legal costs and expenses) and fees not previously reimbursed or paid; (c) indemnity and/or contribution; and (d) post-petition collection expenses (including legal costs and expenses).

9. Pursuant to 12 U.S.C. § 4617(b), as amended by P.L. 110-289, the Conservator has the powers necessary to locate and protect Freddie Mac's assets, which as a matter of law, have been taken over by the Conservator. Pursuant to 12 U.S.C. § 4617 (b)(15)(A), the Conservator is authorized to "avoid a transfer of any interest of an entity-affiliated party, or any person determined by the conservator . . . to be a debtor of the regulated entity, in property, or any obligation incurred by such party or person that was made within 5 years of the date on which the Agency was appointed conservator . . . if such party or person voluntarily or involuntarily made such transfer or incurred such liability with the intent to hinder, delay, or defraud the regulated entity, the Agency, the conservator, or receiver." Section 4617(b)(15)(D) further states that the Conservator's power to avoid a fraudulent transfer is "superior to any rights of a trustee or any other party (other than any party which is a Federal agency) under Title 11." Therefore, the Conservator, on behalf of Freddie Mac, reserves all its rights pursuant to its statutory authorization, including its rights with respect to the transfer of any property in which the Debtor had an interest, to the extent such transfer was made with the intent to hinder, delay or defraud the Agency, the Conservator or Freddie Mac in connection with the payment of any amounts due and owing to Freddie Mac, for which claim is made hereunder. Any recovery on account of such claim is entitled to a priority recovery under 12 U.S.C. § 4617(b)(15)(D).

**Freddie Mac  
TBW Costs and Claims  
As of 6/10/2010**

**FREDDIE MAC EXPENSES**

Type of Expense:	Travel/Expenses/ Legal Representation	Travel/Expenses/ Legal Representation	Internal FRE Hours	Internal FRE Hours	Total
	142080	120177	142080	120177	
<b>Department:</b>					
1 Performing Loans <sup>1</sup>	10,199.31	4,371.13	53,816.70	23,064.30	91,451.44
2 Non-Performing Loans <sup>1</sup>	21,951.79	9,407.91	15,876.00	6,804.00	31,359.70
3 Legal Division <sup>1</sup>	2,100.00	900.00	484,735.37	207,743.73	695,479.10
4 Counterparty Credit Risk Management <sup>1</sup>	2,849.16	1,221.07	676.20	289.80	4,070.23
5 Settlement Operations <sup>1</sup>	1,522.64	652.56	0.00	0.00	2,175.20
6 Outside Counsel <sup>1</sup>	354,048.84	151,735.22	n/a	n/a	505,784.05
7 UCC Filings <sup>1</sup>	24.30	56.70	n/a	n/a	81.00
<b>Sub Total</b>	<b>392,686.03</b>	<b>168,344.59</b>	<b>555,104.27</b>	<b>237,901.83</b>	<b>1,330,400.72</b>

**INTERIM SERVICER EXPENSES**

Type of Expense:	142080	120177	Total
8 Cenlar - Travel	7,989.72	3,424.17	11,413.89
9 Ocwen - Travel	1,627.91	697.68	2,325.59
10 Saxon - Travel	3,748.55	1,606.52	5,355.07
<b>Sub Total</b>	<b>13,366.19</b>	<b>5,728.37</b>	<b>19,094.55</b>

**SERVICING EXPENSES**

Type of Expense:	142080	120177	Total
11 Iron Mountain (Storage, Transport, Supplies, Rentals) <sup>1</sup>	268,630.59	123,698.82	412,329.41
12 Iron Mountain - Imaged Files (FRE - Continued Access) <sup>1</sup>	243,707.10	104,445.90	348,153.00
13 MERS Transfer (Registration)	1,097,534.27	470,371.83	1,567,906.10
14 Non-MERS Assignments (6k+ loans)	79,670.55	34,144.52	113,815.07
15 NTC Assignments (TBW)	203,127.75	87,054.75	290,182.50
16 TBW - Staff charges (14 weeks)	880,418.10	377,322.04	1,257,740.14
17 BB&T (Colonial) Doc Custody Expense <sup>1</sup> (8 months)	347,147.07	148,777.32	495,924.39
18 Cenlar - Actual Conversion Costs	245,000.00	105,000.00	350,000.00
19 Cenlar - Corporate Advances (8 months) <sup>1</sup>	73,095.80	31,326.77	104,422.57
20 Cenlar - Corp Adv for payoffs and tax penalties (8 months) <sup>1</sup>	16,960,327.75	7,268,711.89	24,229,039.64
Cenlar - Corp. Adv for nonrecoverable foreclosure fees (8 months) <sup>1</sup>	1,682.11	720.90	2,403.01
22 Cenlar - Extended & Weekend Hours (8 months) <sup>1</sup>	427,417.48	183,178.92	610,596.40
23 Cenlar - Mortgage Set-Up Fee	1,863,792.00	798,768.00	2,662,560.00
24 Cenlar - Tax Periodic Tracking Fee (8 months) <sup>1</sup>	110,288.78	47,257.18	157,523.94
25 Cenlar - Tax Service (8 months) <sup>1</sup>	2,070,110.35	887,190.15	2,957,300.50
26 Cenlar - Welcome Letters	377,209.61	181,661.26	538,870.87
27 Cenlar Monthly Interim Servicing Fee (8 months) <sup>1</sup>	11,848,814.24	5,078,063.24	16,926,877.48
28 Ocwen - Corporate Advances (8 months) <sup>1</sup>	9,622,289.01	4,123,838.15	13,746,127.15
29 Ocwen - HAMP Underwriting Fee <sup>1</sup>	233,467.50	100,057.50	333,525.00
30 Ocwen - Mortgage File Review	103,355.00	44,295.00	147,650.00
31 Ocwen - Mortgage Set-Up Fee	271,173.00	116,217.00	387,390.00
Ocwen - Other Acquisition/Disposition Expenses (Hello/Goodbye Letters)	20,988.24	8,994.10	29,982.34
33 Ocwen - Other Operating Expenses (Tax Pmt) <sup>1</sup>	106,978.98	45,848.13	152,827.11
34 Ocwen - Shipping Expenses <sup>1</sup>	4,114.65	1,763.42	5,878.07
35 Ocwen Monthly Interim Servicing Fee (8 months) <sup>1</sup>	7,946,236.57	3,405,529.96	11,351,766.53
36 Saxon - Corporate Advances (8 months) <sup>1</sup>	5,263,520.00	2,255,794.29	7,519,314.29
37 Saxon - Mortgage File Review	34,937.00	14,973.00	49,910.00
38 Saxon - Mortgage Set-Up Fee	34,937.00	14,973.00	49,910.00
39 Saxon - On-Site Conversion	31,500.00	13,500.00	45,000.00
40 Saxon - Shipping Expenses <sup>1</sup>	3,718.09	1,593.47	5,311.56
41 Saxon Monthly Interim Servicing Fee (8 month) <sup>1</sup>	1,414,875.98	606,375.42	2,021,251.40
42 Flood Certification	0.00	0.00	0.00
43 Interest Due On Late Reported Payoffs	0.00	0.00	0.00
44 LPS Service Release	19,166.95	8,214.41	27,381.36
45 Replacement Mortgage Insurance <sup>1</sup>	337,192.10	144,510.90	481,703.00
<b>Sub Total</b>	<b>62,566,399.58</b>	<b>28,814,171.25</b>	<b>89,380,570.83</b>

**OUTSTANDING OBLIGATIONS**

Type of Obligation:	142080	120177	Total
46 P&I Shortage Due FRE <sup>3</sup>	286,107,658.00	122,617,567.71	408,725,225.71
47 T&I Shortage Due FRE <sup>3</sup>	23,169,747.75	9,929,891.89	33,099,639.64
48 Net Funded Loans	44,330,320.74	18,998,708.89	63,329,029.63
49 Iron Mountain - Imaged Files (TBW)	330,096.20	141,469.80	471,566.00
50 Sparta - Servicing Compensation Fee (HAMP)	450,167.72	192,829.02	643,096.74
Gold Bill Fees (Seller, Performing Loans, Non-Performing Loans, Loan Prospector)	66,364.24	2,077,559.92	2,143,924.16
52 Current Repurchases <sup>1</sup>	487,900,000.00	209,100,000.00	697,000,000.00
53 Projected Repurchases <sup>1,2</sup>	315,251,430.20	135,107,755.80	450,359,186.00
54 Loans PIF w/o receipt of funds from TBW	20,471,884.50	8,773,664.78	29,245,549.28
55 Anticipated loans to be PIF w/o receipt of funds from TBW	5,093,965.35	2,183,220.00	7,277,185.35

<sup>1</sup> Additional expenses/fees will be incurred

<sup>2</sup> Estimate

<sup>3</sup> Subject to revision upon completion of the servicing

**Freddie Mac**  
**TBW Costs and Claims**  
As of 6/10/2010

<b>Sub Total</b>	1,183,171,634.69	509,122,675.83	1,692,294,310.51
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EXPENSE	142080	120177	AMOUNT
Freddie Mac	\$ 392,898.03	\$ 168,344.59	\$ 561,040.62
Interim Servicer	\$ 13,366.19	\$ 5,728.37	\$ 19,094.55
Servicing	\$ 62,566,399.58	\$ 26,814,171.25	\$ 89,380,570.83
Outstanding Obligations to Freddie Mac	\$ 1,183,171,634.69	\$ 509,122,675.83	\$ 1,692,294,310.51
<b>Total Cost &amp; Claims</b>	<b>\$ 1,248,144,096.49</b>	<b>\$ 536,110,920.03</b>	<b>\$ 1,782,255,016.51</b>

  
Raymond S. Romano, EVP & Chief Credit Officer

<sup>1</sup> Additional expenses/fees will be incurred  
<sup>2</sup> Estimate  
<sup>3</sup> Subject to revision upon completion of the servicing



We make home possible<sup>SM</sup>

8200 Jones Branch Drive  
McLean, VA 22102-3110

June 11, 2010

**VIA UPS OVERNIGHT DELIVERY**

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

Re: *In re: Taylor, Bean & Whitaker Mortgage Corp.*,  
Case No. 3:09-bk-07047-JAF (Bankr. M.D. Fla.)(Chapter 11)

Dear Sir or Madam,

Enclosed for filing in the above-referenced bankruptcy proceeding is the Proof of Claim of the Federal Home Loan Mortgage Corporation ("Freddie Mac") and Addendum to Proof of Claim, including Exhibit A (Freddie Mac – TBW Costs and Claims).

Also enclosed is an extra copy of Freddie Mac's Proof of Claim. Please file stamp this copy and return it to me in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kenton Hambrick".

Kenton Hambrick  
Associate General Counsel  
Litigation, Bankruptcy and  
Distressed Real Estate  
8200 Jones Branch Drive - MS 202  
McLean, VA 22102  
Tel: 703.903.2473  
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