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.

CLAIM FILED
JACKSONVILLE, FLORIDA

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

Urban Trust Bank
400 Colonial Center Parkway, Suite 150
Lake Mary, Florida 32746

JUN 14 2010

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

Attention: Michael T. Farrell, Chief Operating Officer

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

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number (407) 732-5604 ☐ Check box if address is where Notice is to be sent.

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

Payment Telephone Number ( )

☐ 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: _____

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ 1,336,231.22 + undetermined additional amount

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:
Ownership of mortgage loans & mortgage funds held in Trust by Debtor for benefit of Urban Trust Bank - See Addendum

(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

Secured Claim Amount: $ 1,336,231.22 + undetermined additional amount
DO NOT include the priority portion of your claim here.

Unsecured Claim Amount: $ _____

Nature of property or right of setoff:
Describe: Ownership of mortgage loans and funds held in trust - See Addendum attached hereto and incorporated herein by reference

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

☒ Real Estate ☐ Motor Vehicle ☒ Other See Addendum

Value of Property: $ 1,336,231.22 + Annual Interest Rate: _____ % if any: $ _____

Basis for Perfection: Ownership; Mortgages; MERS Reg. - See Addendum

5. PRIORITY CLAIM

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

Unsecured Priority Claim Amount: $ _____

Include ONLY the priority portion of your unsecured claim here.

You MUST specify the priority of the claim:

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

☐ 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).

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

☐ 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).

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

☐ 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. See Addendum attached hereto & incorporated herein by reference

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).

THIS SPACE FOR COURT USE ONLY

T, B & W Mortgage Corp.
02928

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

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

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DATE	SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
06/11/2010	Michael T. Farrell Michael T. Farrell, Chief Operating Officer

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

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

ADDENDUM TO PROOF OF CLAIM FILED BY URBAN TRUST BANK

1. Urban Trust Bank ("Urban Trust") files this Proof of Claim (the "Proof of Claim") and Addendum against Taylor, Bean & Whitaker Mortgage, Corp., (the "Debtor" or "TBW"), which commenced cases on August 24, 2009, (the "Commencement Date") under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court").

2. On or about June 30, 2008 Urban Trust entered into a Mortgage Loan Purchase and Sale Agreement with Taylor Bean & Whitaker (the "Agreement") regarding the purchase of mortgage loans having an aggregate scheduled principal balance of $10,088,651.80, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Pursuant to said Agreement, Urban Trust Bank purchased numerous pooled mortgage loans, as investor and owner. Pursuant to said Agreement, Taylor Bean and Whitaker acted as servicing agent and trustee with regard to the mortgage loans and mortgage funds owned by Urban Trust Bank.

3. **Debtor as Trustee of Urban Trust Funds Held in Trust**. Pursuant to the terms of the aforementioned Mortgage Loan Purchase and Sale Agreement, Urban Trust is the owner of all mortgage loans and mortgage funds referenced herein, and Debtor Taylor Bean and Whitaker is Trustee of the express trust created with regard to all mortgage loans and mortgage funds referenced herein.

a. Section 4 of the Agreement states in relevant part that "All payments of principal and interest due on a Due Date following the Closing Date shall belong to the Purchaser and shall be deposited into the Custodial Account." (emphasis supplied).

b. Section 11.07 of the Agreement states in relevant part that the Seller shall segregate and hold all funds collected and received pursuant to each Mortgage Loan separate and apart from its own funds and general assets and shall maintain one or more Custodial Accounts, in the form of time deposit or demand accounts. Exhibit A to the Agreement defines "Custodial Account" as "Each separate demand account or accounts created and maintained for the benefit of

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each Purchaser which shall be entitled "TBW MTG. CORP. in trust for the Purchaser and various Mortgagors, Fixed and Adjustable Rate Mortgage Loans." (emphasis supplied)

c. Section 6.02 of the Agreement states in relevant part that "Record title to each Mortgage and the related Mortgage Note as of the closing date shall be in the name of the Seller, the Purchaser, the Custodian or one or more designees of the Purchaser, as the Purchaser shall designate. Notwithstanding the foregoing, beneficial ownership of each Mortgage and the related Mortgage Note shall be vested solely in the Purchaser or the appropriate designee of the Purchaser, as the case may be. All rights arising out of the Mortgage Loans shall be vested in the Purchaser or one or more designees of the Purchaser; provided, however, that all such payments of principal and interest received on or in connection with a Mortgage Loan as provided in Section 4 shall be received and held by the Seller in trust for the benefit of the Purchaser as the owner of the Mortgage Loans pursuant to the terms of this Agreement." (emphasis supplied)

4. Due to the voluminous nature of all of the documentation relating to the pooled mortgage loans purchased and owned by Urban Trust Bank, all such documentation is not being attached to this Proof of Claim and Addendum, but is available upon request.

5. Urban Trust asserts a claim of $1,336,231.22, as of August 24, 2009, plus an undetermined additional amount, detailed as follows:

a. $859,725.06 in mortgage funds owned by Urban Trust Bank, received and held in trust by Taylor Bean & Whitaker as servicing agent and trustee, with regard to the mortgage loans and funds owned by Urban Trust Bank and identified on the attached Composite Exhibit B, which funds are held by TBW in segregated custodial trust account(s) for Urban Trust Bank as beneficiary. Said $859,725.06 consists of the following: (1) $780,000.00 in loan payoff proceeds (Scott R. Robey mortgage loan payoff) received and held in trust by TBW prior to July 31, 2009 and not delivered to Urban Trust; (2) $73,470.72 in interest payments received and held in trust by TBW prior to July 31, 2009 and not delivered to Urban Trust; (3) $8,734.69 in principal received by TBW in trust prior to July 31, 2009 and not delivered to Urban Trust; (4) $217.00 in curtailment funds received by TBW in trust prior to July 31, 2009 and not delivered to Urban Trust.

b. $73,693.06 in funds owned by Urban Trust Bank, received and held in trust by Taylor Bean & Whitaker as servicing agent and trustee, with regard to the mortgage loans and funds owned by Urban Trust Bank and identified on the summary attached as Exhibit C, which funds are held by TBW in segregated custodial account(s) for the benefit of Urban Trust Bank as beneficiary. Said $ 73,693.06 consists of accrued interest due re scheduled loan payments relating to the mortgage loans identified on the summary attached as Exhibit C, as of the August 24, 2009 Petition date. Note: Urban Trust Bank has received $9,097.41 of the aforementioned $73,693.06 since August 24, 2009, leaving a balance due of $64,595.65.

c. $ 402,813.40 in funds owned by Urban Trust Bank, received and held in trust by Taylor Bean & Whitaker as servicing agent and trustee, with regard to the Jeanine Quezada Mortgage (173 East Calaveras Street, Altadena, California 91001) owned by Urban Trust Bank, plus an unreported and unknown additional amount for principal and interest payments received and held in trust by Taylor Bean & Whitaker as servicing agent and trustee regarding said mortgage loan since June 19, 2009.

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6. This Proof of Claim is filed with full reservation of rights, including the right the assert additional, supplementary and/or amended proofs of claim based upon events, information, and/or documents obtained from the Debtor or others through discovery or otherwise, and for any other reason.

7. The filing of this Proof of Claim is in support of, and without prejudice to, the position of Urban Trust Bank that it is the owner of all mortgage loans and funds referenced herein, and that all funds referenced herein have been received and held by the Debtor in trust for the benefit of Urban Trust Bank. The full documentation evidencing the purchase and ownership by Urban Trust of all of the mortgages and funds referenced in this Proof of Claim and Addendum is not attached due to its voluminous nature, but is available upon request.

8. The filing of this Proof of Claim is not and shall not be deemed or construed as (a) a waiver or release of Urban Trust's rights against Debtor or its bankruptcy estate, or any other party or property, and all such rights are expressly reserved; (b) a consent by Urban Trust as to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Urban Trust, and Urban Trust Bank expressly reserves the right to object to this Court's subject matter jurisdiction; (c) a waiver or release of Urban Trust's right to trial by jury in this Court or any other court in any proceedings as to any and all matter so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. Section 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Urban Trust to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. Section 157(e) or otherwise; (e) a waiver or release of Urban Trust's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in these cases against or otherwise involving Urban Trust; or (g) an election of remedies.

9. All notices concerning this Proof of Claim shall be sent to:

Mr. Michael Farrell, COO
Urban Trust Bank
400 Colonial Center Parkway, Suite 150
Lake Mary, Florida 32746

and

Joseph Dayton Foley, Jr., Esq.
Professional Association
223 Cranes Roost Boulevard, Suite 111
Altamonte Springs, Florida 32701

10. No judgment has been rendered on any of the amounts asserted in this Proof of Claim.

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MORTGAGE LOAN PURCHASE AND SALE AGREEMENT

This MORTGAGE LOAN PURCHASE AND SALE AGREEMENT dated as of the 30th day of June, 2008 (the "Agreement") is made by and between Urban Trust Bank("Purchaser") and Taylor, Bean & Whitaker Mortgage Corp. ("Seller") for mutual considerations set forth herein. Purchaser and Seller are hereinafter collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, certain mortgage loans as described herein, on a servicing released basis;

WHEREAS, each mortgage loan is secured by a mortgage, deed of trust or other security instrument creating a first or second lien on a residential dwelling; and

WHEREAS, the Purchaser and the Seller wish to prescribe the manner of conveyance and interim servicing of the mortgage loans.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller, intending to be legal bound, agree as follows:

SECTION 1. Definitions. For purposes of this Agreement, capitalized terms shall have the respective meanings set forth in the Glossary attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. Agreement to Purchase. The Seller agrees to sell, and the Purchaser agrees to purchase, Mortgage Loans having an approximate aggregate scheduled principal balance as of the Cut-off Date of **$10,088,651.80**, after application of principal payments made on or before the Cut-off Date, or in such other amount as agreed to by the Purchaser and the Seller as evidenced by the actual aggregate principal balance of the Mortgage Loans accepted by the Purchaser on the Closing Date.

SECTION 3. Mortgage Loan Schedules. The Seller shall deliver the Mortgage Loan Schedule for the Mortgage Loan Package to the Purchaser at least two (2) Business Days prior to the Closing Date.

SECTION 4. Purchase Price. On the Closing Date, Purchaser shall pay to the Seller an amount equal to the sum of (i) the product of (a) Purchase Price Percentage and (b) the aggregate principal balance of the Mortgage Loans purchased as of the Cut-off Date, and (ii) accrued interest at the Mortgage Interest Rate with respect to such Mortgage

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EXHIBIT A

Loans from the interest paid to date, to but not including, the Closing Date (the "Purchase Price").

The Purchaser shall own and be entitled to receive with respect to each Mortgage Loan purchased, (1) all recoveries of principal collected after the related Cut-off and (2) all payments of interest on the Mortgage Loans (minus that portion of any such interest payment that is allocable to the period prior to the related Cut-off Date). All payments of principal and interest due on a Due Date following the Closing Date shall belong to the Purchaser and shall be deposited into the Custodial Account.

SECTION 5. Examination of Mortgage Files. The Seller shall (a) deliver to the Custodian in escrow, for examination with respect to each Mortgage Loan to be purchased on such Closing Date, the related Mortgage File pertaining to each Mortgage Loan, or (b) make the related Mortgage File available to the Purchaser for examination at the Seller's offices or such other location as shall otherwise be agreed upon by the Purchaser and the Seller. If the Purchaser makes such examination prior to the Closing Date and identifies any Mortgage Loans that do not conform to the terms of the Underwriting Guidelines, such Mortgage Loans may, at the Purchaser's option, be rejected for purchase by the Purchaser. The Purchaser may purchase all or part of any Mortgage Loan Package without conducting any partial or complete examination.

SECTION 6. Conveyance from Seller to Purchaser.

Subsection 6.01 Conveyance of Mortgage Loans; Possession of Servicing Files.

(a) The Seller, simultaneously with the payment of the Purchase Price, shall execute and deliver to the Purchaser an Assignment and Conveyance with respect to the related Mortgage Loan Package in the form attached hereto as Exhibit D. The Servicing File retained by the Seller with respect to each Mortgage Loan pursuant to this Agreement shall be appropriately identified in the Seller's computer system to reflect clearly the sale of such related Mortgage Loan to the Purchaser. The Seller shall release from its custody the contents of any Servicing File retained by it only in accordance with this Agreement.

(b) In addition, in connection with the assignment of any Mortgage Loans registered with MERS, the Seller agrees that it will cause, at its own expense, the MERS System to indicate that such Mortgage Loans have been assigned by the Seller to the Purchaser in accordance with this Agreement by including (or deleting, in the case of Mortgage Loans which are repurchased in accordance with this Agreement) in such computer files the information required by the MERS System to identify the Purchaser of such Mortgage Loans.

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Subsection 6.02 Books and Records.

Record title to each Mortgage and the related Mortgage Note as of the Closing Date shall be in the name of the Seller, the Purchaser, the Custodian or one or more designees of the Purchaser, as the Purchaser shall designate. Notwithstanding the foregoing, beneficial ownership of each Mortgage and the related Mortgage Note shall be vested solely in the Purchaser or the appropriate designee of the Purchaser, as the case may be. All rights arising out of the Mortgage Loans shall be vested in the Purchaser or one or more designees of the Purchaser; provided, however, that all such payments of principal and interest received on or in connection with a Mortgage Loan as provided in Section 4 shall be received and held by the Seller in trust for the benefit of the Purchaser as the owner of the Mortgage Loans pursuant to the terms of this Agreement.

Subsection 6.03 Delivery of Mortgage Loan Documents.

(a) At least two (2) Business Days prior to such Closing Date, the Seller shall deliver and release to the Custodian those Mortgage Loan Documents as required by this Agreement with respect to each Mortgage Loan to be purchased and sold on the Closing Date and set forth on the related Mortgage Loan Schedule delivered with such Mortgage Loan Documents.

(b) The Seller shall forward to the Custodian original documents evidencing an assumption, modification, consolidation or extension of any Mortgage Loan entered into in accordance with this Agreement within two weeks of their execution, provided, however, that the Seller shall provide the Custodian with a certified true copy of any such document submitted for recordation within two weeks of its execution, and shall provide the original of any document submitted for recordation or a copy of such document certified by the appropriate public recording office to be a true and complete copy of the original within ninety 180 days of its submission for recordation; provided further, that if the original or copy of any document submitted for recordation to the appropriate recording office is not delivered to the Purchaser or its designee within such ninety 270 days of submission due to a delay at the applicable recording office, the Seller shall deliver to the Purchaser a written certification certifying that the delay in delivering the original recorded document to the Purchaser is due solely to delays at the applicable recording office and that the Seller shall deliver the original recorded documents no later than twelve (12) months after the Closing Date.

SECTION 7. Seller's Representations and Warranties.

Subsection 7.01. Seller's Representations and Warranties Regarding the Mortgage Loans

Seller represents and warrants to Purchaser as to each Mortgage Loan offered for sale under this Agreement that, as of the date Purchaser purchases such Mortgage Loans:

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(1) The promissory note, mortgage, deed of trust and/or deed to secure debt and any and all other documents executed and delivered by any Mortgagor in connection with a Mortgage Loan are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium and other principals of equity affecting the rights of creditors generally whether considered in law or at equity. All parties to the Mortgage Loan Documents had legal capacity to enter into the Mortgage Loan and to execute and deliver the Loan Documents, the Loan Documents have been duly and properly executed by such parties, and there is no verbal understanding or written modification of the Loan Documents which would affect the terms of the Mortgage Loan except by written instrument delivered and expressly made known to the Purchaser. To the Seller's knowledge, the documents, instruments and agreements submitted for loan underwriting (i) were not falsified, (ii) contain no untrue statement of material fact, and (iii) do not omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading.

(2) Other than the security interest or rights of Seller's warehouse lender which shall be released simultaneously with the payment of the Purchase Price by Purchaser in respect to such Mortgage Loan, Seller is the sole owner of the Mortgage Loan, has good marketable title thereto and has authority to sell, transfer and assign the same on the terms set forth herein free and clear, except for the first lien, of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest. There has been no assignment, sale or hypothecation thereof by Seller, except the usual hypothecation of the documents in connection with Seller's normal transactions in the ordinary course of its business, and, following the sale of the Mortgage Loan to the Purchaser hereunder, the Purchaser will own such Mortgage Loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest.

(3) The unpaid principal balance as of the Cut-off Date of the Mortgage Loan is as represented by Seller on the Mortgage Loan Schedule. All costs, fees and expenses incurred in making, closing and recording the Mortgage Loan have been paid. No Mortgaged Property has been released from the lien of the Mortgage Loan, the terms of the Mortgage Loan have in no way been changed or modified by Seller and, as of the Cut-off Date, except with respect to Monthly Payments which are not more than thirty (30) days delinquent, the Mortgage Loan is current and not in default.

(4) Each Mortgage Loan is a valid First Lien or Second Lien Mortgage Loan on the Mortgaged Property, and the Mortgaged Property

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is free and clear of (1) all encumbrances and liens having priority over the lien of such Mortgage Loan, except in the case of any Second Lien Mortgage Loans, the First Lien, (2) liens for real estate taxes and special assessments not yet due and payable, and (3) those exceptions set forth in Underwriting Guidelines.

(5) The Mortgaged Property is free and clear of all mechanics' liens, materialmen's liens and all other liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien, nor is Seller aware of any facts which could give rise to any such lien.

(6) All federal and state laws, rules and regulations applicable to the Mortgage Loans have been complied with in all material respects, including but not limited to: applicable usury law, the Real Estate Settlement Procedures Act, the Flood Disaster Protection Act, the Federal Consumer Credit Protection Act including the Truth-in-Lending and Equal Credit Opportunity Acts.

(7) There is in force for each Mortgage Loan either (a) a paid-up title insurance policy on the Mortgage Loan issued by an insurer acceptable to Freddie Mac in an amount at least equal to the outstanding principal balance of the Mortgage Loan or (b) an attorney's mortgage lien opinion.

(8) There is in force for each Mortgage Loan valid hazard insurance policy coverage and, where applicable, valid flood insurance policy coverage.

(9) Seller will deliver, whenever necessary, an Assignment of Mortgage in the name of the Purchaser in form and substance acceptable for recording as part of the Loan Documents delivered as of the Closing Date, and on Payment of the Purchase Price; such assignment of the Mortgage Loan from Seller to the Purchaser shall be valid and enforceable.

(10) The Mortgagor has no rights of rescission, set-offs, counter-claims or defenses to the note or deed of trust/mortgage securing the note arising from the acts and/or omissions of Seller.

(11) All documents submitted in connection with the Mortgage Loan are genuine and contain genuine signatures. Each document that the Purchaser requires to be an original document is an original document. All other representations as to each such Mortgage Loan are true and correct.

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(12) The Seller has complied with all applicable anti-money laundering laws and regulations, including without limitation the USA PATRIOT Act of 2003 and the laws and regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), which prohibit dealings with certain countries, territories, entities and individuals named in OFAC's Sanction Programs and on Specially Designated Nationals and Blocked Persons List, (collectively, the "Anti-Money Laundering Laws"). The Seller has established an anti-money laundering compliance program to the extent required by the Anti-Money Laundering Laws, has conducted the requisite due diligence in connection with the origination of each Mortgage Loan for purposes of the Anti-Money Laundering Laws, including with respect to the legitimacy of the applicable Mortgagor, and maintains, and will maintain sufficient information to identify the applicable Mortgagor for purposes of the Anti-Money Laundering Laws.

(13) The Mortgagor has not notified the Seller, and the Seller has no knowledge of any relief requested or allowed to a Mortgagor under the Servicemembers' Relief Act or any other federal or state law that would have the effect of suspending or reducing the Mortgagor's payment obligation under a Mortgage Loan or that would prevent or restrict the ability of the Purchaser to commence or continue with foreclosure of the Mortgaged Property securing a Mortgage Loan or any other remedies available under the Loan Documents.

(14) No Mortgage Loan is subject to the requirements of the Home Ownership and Equity Protection Act of 1994. No Mortgage Loan is classified as a "high cost," "threshold," "covered," "abusive" or "predatory" loan or a similar loan under any applicable state, federal or local law.

Subsection 7.02. Representations and Warranties Regarding the Seller

Seller represents and warrants to the Purchaser that as of the date first set forth above and as of the date the Purchaser's purchase of each Mortgage Loan hereunder:

(1) Seller is duly organized, validly existing and in good standing under the laws of its state of incorporation and is qualified and/or licensed as necessary to transact business, including the originating and selling of mortgage loans, and is in good standing in each state where the Mortgaged Property securing a Mortgage Loan is located to the extent Seller is required to be qualified under the laws of such state.

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(2) Seller has the full power and authority to hold and sell each Mortgage Loan; and neither the execution and delivery of this Agreement, nor the acquisition or origination of the Mortgage Loans, nor the sale of the Mortgage Loans, nor the consummation of the transactions contemplated herein, nor the fulfillment of or compliance with the terms and conditions of this Agreement will conflict with, or result in a breach of any term, condition or provision of Seller's applicable articles of incorporation, by-laws, or any license held by Seller or governing Seller's activities or any agreement to which Seller is a party or by which Seller is bound, or constitute a material default or result in an acceleration under any of the foregoing.

(3) The Seller has not dealt with any broker, agent or other person that may be entitled to any commission or compensation in connection with the sale of any Loan to the Purchaser pursuant to the terms of this Agreement, other than agents engage by the Purchaser.

(4) Neither this Agreement nor any statement, report or other document furnished or to be furnished by Seller pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading. The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Seller.

Subsection 7.03 Remedies for Breach of Representations and Warranties.

(a) The representations and warranties set forth in Subsection 7.01 do not constitute certifications by the Seller as to the truth or accuracy of such representations and warranties. The parties hereto acknowledge that certain of the foregoing representations and warranties in Section 7.01 may be inaccurate; nevertheless, the parties hereto intend that the risk of such inaccuracy be allocated to Seller. It is understood and agreed that the representations and warranties set forth in Subsections 7.01 and 7.02 shall survive the sale of the Mortgage Loans to the Purchaser and shall inure to the benefit of the Purchaser, notwithstanding any restrictive or qualified endorsement on any Mortgage Note or assignment of Mortgage or the examination or lack of examination of any Mortgage File. Upon discovery by the Purchaser of a breach of any of the foregoing representations and warranties which materially and adversely affects the value of the Mortgage Loans or the interest of the Purchaser (or which materially and adversely affects the value of a Mortgage Loan or the interests of the Purchaser in the related Mortgage Loan in the case of a representation and warranty relating to a particular Mortgage Loan), Purchaser shall give prompt notice to the Seller.

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(b) Within 60 days of notice to the Seller of any breach of a representation or warranty which materially and adversely affects the value of a Mortgage Loan or the Mortgage Loans or the Purchaser's interest in a Mortgage Loan or the Mortgage Loans, the Seller shall use its best efforts promptly to cure such breach in all material respects and, if such breach cannot be cured, the Seller shall, at the Purchaser's option, repurchase such Mortgage Loan at the Repurchase Price. The Seller shall, at the request of the Purchaser and assuming that Seller has a Qualified Substitute Mortgage Loan, rather than repurchase the Mortgage Loan as provided above, remove such Mortgage Loan and substitute in its place a Qualified Substitute Mortgage Loan or Loans. If the Seller has no Qualified Substitute Mortgage Loan, it shall repurchase the deficient Mortgage Loan. Any repurchase of a Mortgage Loan(s) pursuant to the foregoing provisions of this Subsection 7.03 shall occur within 60 days of demand for repurchase by the Purchaser and shall be accomplished by wire transfer of immediately available funds on the repurchase date to an account designated by the Purchaser.

(c) At the time of repurchase of any deficient Mortgage Loan, the Purchaser and the Seller shall arrange for the reassignment of the repurchased Mortgage Loan to the Seller and the delivery to the Seller of any documents held by the Custodian relating to the repurchased Mortgage Loan. Upon such repurchase the related Mortgage Loan Schedule shall be amended to reflect the withdrawal of the repurchased Mortgage Loan from this Agreement.

(d) As to any Deleted Mortgage Loan for which the Seller substitutes a Qualified Substitute Mortgage Loan or Loans, the Seller shall effect such substitution by delivering to the Purchaser for such Qualified Substitute Mortgage Loan or Loans the Mortgage Note, the Mortgage, the Assignment of Mortgage and such other documents and agreements as are necessary to effect the substitution, with the Mortgage Note endorsed as required therein. The Seller shall deposit in the Custodial Account the Monthly Payment less the Servicing Fee due on such Qualified Substitute Mortgage Loan or Loans in the month following the date of such substitution. Monthly Payments due with respect to Qualified Substitute Mortgage Loans in the month of substitution will be retained by the Seller. For the month of substitution, distributions to the Purchaser will include the Monthly Payment due on such Deleted Mortgage Loan in the month of substitution, and the Seller shall thereafter be entitled to retain all amounts subsequently received by the Seller in respect of such Deleted Mortgage Loan. The Seller shall give written notice to the Purchaser that such substitution has taken place and shall amend the Mortgage Loan Schedule to reflect the removal of such Deleted Mortgage Loan from the terms of this Agreement and the substitution of the Qualified Substitute Mortgage Loan. Upon such substitution, such Qualified Substitute Mortgage Loan or Loans shall be subject to the terms of this Agreement in all respects, and the Seller shall be deemed to have made with respect to such Qualified Substitute Mortgage Loan or Loans, as of the date of substitution, the covenants, representations and warranties set forth in Subsections 7.01 and 7.02.

(e) For any month in which the Seller substitutes one or more Qualified Substitute Mortgage Loans for one or more Deleted Mortgage Loans, the Seller will determine the amount (if any) by which the aggregate principal balance of all such

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Qualified Substitute Mortgage Loans as of the date of substitution is less than the aggregate Stated Principal Balance of all such Deleted Mortgage Loans (after application of scheduled principal payments due in the month of substitution). An amount equal to the sum of (x) the product of (i) the amount of such shortfall and (ii) the purchase price percentage used to calculate the Purchase Price, and (y) accrued interest on the amount of such shortfall to the last day of the month such substitution occurs, shall be distributed by the Seller in the month of substitution. Accordingly, on the date of such substitution, the Seller, as applicable, will deposit from its own funds into the custodial account an amount equal to such amount.

(f) In addition to such cure, repurchase and substitution obligation, the Seller shall indemnify the Purchaser hold Purchaser harmless against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from, a material breach of the Seller's representations and warranties, respectively, contained in this Section 7. It is understood and agreed that the obligations of the Seller set forth in this Subsection 7.03 to cure, substitute for or repurchase a defective Mortgage Loan and to indemnify the Purchaser as provided in this Subsection 7.03 constitute the sole remedies of the Purchaser. Notwithstanding the foregoing, Seller shall not have any liability in respect of the representations or warranties made by Seller herein, or any covenant or agreement in this Agreement to be performed by Seller, to the extent such liability would not have arisen but for Purchaser's own willful misconduct or negligence. The Purchaser agrees to indemnify the Seller and hold it harmless against any and all claims, losses, damages, penalties, fines, forfeitures, reasonable and actual legal fees and related costs, judgments, and any other reasonable and actual costs, fees and expenses that the Seller may sustain in any way related to the negligent or improper servicing of the Mortgage Loans after the Servicing Transfer Date or any other act or omission of the Purchaser, its assigns or its subsequent servicer, after the Servicing Transfer Date. Seller shall not be obligated to repurchase such a Mortgage Loan and Purchaser shall be entitled to no other remedies related to such Mortgage Loan.

Subsection 7.04 Early Payment Default.

In the event that the first Monthly Payment on any Mortgage Loan due following the Cut-off Date is not made by the related Mortgagor within thirty (30) days of the related Due Date, then, in each such case, the Seller shall repurchase the affected Mortgage Loans, at the Repurchase Price, which shall be paid as provided for in Subsection 7.03 upon the request of the Purchaser; provided that, the Purchaser makes such request of Seller within (90) days of the related Due Date.

SECTION 8. Closing. The Closing shall take place on the Closing Date. At the Purchaser's option, the closing shall be either by telephone, confirmed by letter or wire as the parties shall agree, or conducted in person, at such place as the parties shall agree.

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The closing for the Mortgage Loans to be purchased on each Closing Date shall be subject to each of the following conditions:

(a) all of the representations and warranties of the Seller under this Agreement shall be true and correct as of the Closing Date and no event shall have occurred which, with reasonable notice to the Seller or the passage of time, would constitute a default under this Agreement;

(b) the Purchaser shall have received, or the Purchaser's attorneys shall have received in escrow, all Closing Documents as specified in Section 9, in such forms as are agreed upon and acceptable to the Purchaser, duly executed by all signatories other than the Purchaser as required pursuant to the terms hereof;

(c) the Seller shall have delivered and released to the Custodian all documents required pursuant to this Agreement; and

(d) all other terms and conditions of this Agreement shall have been complied with.

Subject to the foregoing conditions, the Purchaser shall pay to the Seller on the Closing Date the Purchase Price, by wire transfer of immediately available funds to the account designated by the Seller.

SECTION 9. Closing Documents.

(a) On or before the Closing Date, the Seller shall submit to the Purchaser fully executed originals of the following documents:

(1) this Agreement, in two counterparts;

(2) the Mortgage Loan Schedule; and

(3) the Assignment and Conveyance attached hereto as Exhibit D.

SECTION 10. Costs. The Purchaser shall pay any commissions due its salesmen and the legal fees and expenses of its attorneys. All other costs and expenses incurred in connection with the transfer and delivery of the Mortgage Loans, including without limitation recording fees, fees for title policy endorsements and continuations, fees for recording Assignments of Mortgage and the Seller's attorney's fees, shall be paid by the Seller.

SECTION 11. Seller's Servicing Obligations. During the Interim Servicing Period, the Seller, as independent contract servicer, shall service and administer the Mortgage Loans the Seller sold to the Purchaser on the Closing Date, directly or through one or more subservicers, in accordance with the terms and provisions set forth in the Servicing Addendum attached as Exhibit E, which Servicing Addendum is incorporated herein by reference. The Seller shall transfer the servicing of the Mortgage Loans to the

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successor servicer designated by the Purchaser in accordance with the terms of the servicing transfer procedures provided by the Purchaser or such designated successor servicer. The Seller covenants and agrees that, on the Servicing Transfer Date with respect to each Mortgage Loan, it shall transfer to the Purchaser all funds held in the Custodial Account with respect to such Mortgage Loan and shall transfer to the successor servicer all funds held in the Escrow Account with respect to such Mortgage Loan. Such funds shall be transferred by wire transfer in immediately available funds to the accounts designated by the Purchaser.

SECTION 12. Events of Default.

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

(i) failure on the part of the Seller duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Seller set forth in this Agreement which continues unremedied for a period of thirty days (except that such number of days shall be fifteen in the case of a failure to pay any premium for any insurance policy required to be maintained under this Agreement) after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Seller by the Purchaser; or

(ii) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Seller and such decree or order shall have remained in force undischarged or unstayed for a period of sixty days; or

(iii) the Seller shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Seller or of or relating to all or substantially all of its property; or

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

then, and in each and every such case, so long as an Event of Default shall not have been remedied, the Purchaser, by notice in writing to the Seller, may, in addition to whatever rights the Purchaser may have at law or in equity to damages, including injunctive relief and specific performance, terminate all the rights and obligations of the Seller as servicer under this Agreement. On or after the receipt by the Seller of such written notice, all authority and power of the Seller to service the Mortgage Loans under this Agreement shall on the date set forth in such notice pass to and be vested in the successor appointed pursuant to Section 14.

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

SECTION 13. Waiver of Defaults.

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

SECTION 14. Termination; Successor to Seller as Servicer.

(a) The respective obligations and responsibilities of the Seller, as servicer, shall terminate upon the earlier of (A) the Servicing Transfer Date or (B) at the option of the Purchaser upon thirty (30) days written notice pursuant to Section 12; provided that the Seller may not be terminated without cause pursuant to this Section 14, unless the Seller receives sixty (60) days prior written notice of such termination. In the event of such termination, the Purchaser agrees to pay the Seller's costs and expenses in connection with accommodating such early termination. Upon written request from the Purchaser in connection with any such termination, the Seller shall prepare, execute and deliver any and all documents and other instruments, place in the Purchaser's possession all Mortgage Files, and do or accomplish all other reasonably necessary acts to effect the purposes of such notice of termination, whether to complete the transfer and endorsement or assignment of the Mortgage Loans and related documents, or otherwise, at the Seller's sole expense. The Seller and Purchaser agree to cooperate with each other and such successor in effecting the termination of the Seller's responsibilities and rights hereunder as servicer, including, without limitation, the transfer to such successor for administration by it of all cash amounts which shall at the time be credited by the Seller to the Custodial Account or Escrow Account or thereafter received with respect to the Mortgage Loans.

(b) Simultaneous with termination of the Seller's responsibilities and duties under this Agreement pursuant to Section 12, the Purchaser shall (i) succeed to and assume all of the Seller's responsibilities, rights, duties and obligations under this Agreement, or (ii) appoint a successor which shall succeed to all rights and assume all of

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the responsibilities, duties and liabilities of the Seller as servicer under this Agreement. In connection with such appointment and assumption, the Purchaser may make such arrangements for the reasonable compensation of such successor out of payments on Mortgage Loans as it and such successor shall agree. In the event that the Seller's duties, responsibilities and liabilities as servicer under this Agreement should be terminated pursuant to the aforementioned Sections, the Seller shall discharge such duties and responsibilities during the period from the date it acquires knowledge of such termination until the effective date thereof with the same degree of diligence and prudence which it is obligated to exercise under this Agreement and shall take no action whatsoever that might impair or prejudice the rights or financial condition of the Purchaser or such successor. The termination of the Seller as servicer pursuant to the aforementioned Sections shall not become effective until a successor shall be appointed pursuant to this Section 14 and shall in no event relieve the Seller of the representations and warranties made pursuant to Subsections 7.01 and 7.02.

Any successor appointed as provided herein shall execute, acknowledge and deliver to the Seller and to the Purchaser an instrument accepting such appointment, whereupon such successor shall become fully vested with all the rights, powers, duties, responsibilities, obligations and liabilities of the Seller, with like effect as if originally named as a party to this Agreement provided, however, that such successor shall not assume, and the Seller shall indemnify such successor for, any and all liabilities arising out of the Seller's acts as servicer. Any termination of the Seller as servicer pursuant to Section 12 shall not affect any claims that the Purchaser may have against the Seller arising prior to any such termination or resignation or remedies with respect to such claims.

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

SECTION 15. The Seller.

Subsection 15.01 Additional Indemnification by the Seller.

In addition to the indemnification provided in Subsection 7.03, the Seller shall indemnify and hold the Purchaser harmless against any and all claims, losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and any other costs, fees and expenses that the Purchaser may sustain in any

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way related to the failure of the Seller to perform its obligations under this Agreement including but not limited to its obligation to service and administer the Mortgage Loans in material compliance with the terms of this Agreement. The indemnification obligation of the Seller set forth herein shall survive the termination of this Agreement notwithstanding any applicable statute of limitations, which the Seller hereby expressly waives.

Subsection 15.02 Merger or Consolidation of the Seller.

The Seller shall keep in full force and effect its existence, rights and franchises as a corporation under the laws of the state of its incorporation except as permitted herein and shall obtain and preserve its qualification to do business as a foreign entity in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement or any of the Mortgage Loans and to enable the Seller to perform its duties under this Agreement.

Any Person into which the Seller may be merged or consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Seller shall be a party, or any Person succeeding to the business of the Seller, shall be the successor of the Seller hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Subsection 15.03 Limitation on Liability of the Seller and Others.

Neither the Seller nor any of the officers, employees or agents of the Seller shall be under any liability to the Purchaser for any action taken, or for refraining from the taking of any action, in good faith in connection with the servicing of the Mortgage Loans pursuant to this Agreement, or for errors in judgment. The Seller and any officer, employee or agent of the Seller may rely in good faith on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its obligation to sell or duty to service the Mortgage Loans in accordance with this Agreement and which in its opinion may result in its incurring any expenses or liability; provided, however, that the Seller may, with the consent of the Purchaser, undertake any such action which they may deem necessary or desirable in respect to this Agreement and the rights and duties of the parties hereto. In such event, the legal expenses and costs of such action and any liability resulting therefrom shall be expenses, costs and liabilities for which the Purchaser shall be liable, and the Seller shall be entitled to reimbursement therefor from the Purchaser upon written demand except when such expenses, costs and liabilities are subject to the Seller's indemnification under Subsections 7.03 or 15.01.

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SECTION 16. Notices.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at the address as follows:

if to the Purchaser:

Urban Trust Bank
801 International Parkway 5th Floor
Lake Mary, Florida 32746

Attn: David R. Mady

Treasurer
if to the Seller:

Taylor, Bean & Whitaker Mortgage Corp.
101 NE 2 Street
Ocala, Florida 34470
Attn: President

With a copy to:

Taylor, Bean & Whitaker Mortgage Corp.
5150 Stilesboro Road
Building 500, Suite 500
Kennesaw, Georgia 30152
Attn: General Counsel

or to such other address as may hereafter be furnished to the other party by like notice. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

SECTION 17. Severability Clause. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction as to any Mortgage Loan shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of

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any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.

SECTION 18. Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Agreement, any documents to be delivered pursuant to this Agreement and any notices hereunder may be transmitted between them by email and/or by facsimile. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly delivered, if requested.

SECTION 19. Governing Law. The Agreement shall be construed in accordance with the laws of the State of Florida without regard to any conflicts of law provisions and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Florida, except to the extent preempted by Federal law.

SECTION 20. Intention of the Parties. It is the intention of the parties that the Purchaser is purchasing, and the Seller is selling, the Mortgage Loans and not a debt instrument of the Seller or another security. Accordingly, the parties hereto each intend to treat the transaction for Federal income tax purposes as a sale by the Seller, and a purchase by the Purchaser, of the Mortgage Loans. The Purchaser shall have the right to review the Mortgage Loans and the related Mortgage Loan Files to determine the characteristics of the Mortgage Loans which shall affect the Federal income tax consequences of owning the Mortgage Loans and the Seller shall cooperate with all reasonable requests made by the Purchaser in the course of such review.

SECTION 21. Waivers. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

SECTION 22. Nonsolicitation. The Seller covenants and agrees that it will not take any action or permit or cause any action to be taken by any of its agents or affiliates, to personally, by telephone, mail, e-mail or otherwise, solicit the Mortgagor under any Mortgage Loan to refinance the Mortgage Loan, in whole or in part or provide information to any other entity to solicit the refinancing of any Mortgage Loan in whole or in part; provided that, the foregoing shall not preclude the Seller or the Seller from engaging in solicitations to the general public by newspaper, radio, television or other media which are not directed toward the Mortgagors or from refinancing the Mortgage Loan of any Mortgagor who, without solicitation, contacts the Seller to request the refinancing of the related Mortgage Loan.

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SECTION 23. General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender;

(b) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;

(c) references herein to "Articles," "Sections," "Subsections," "Paragraphs," and other subdivisions without reference to a document are to designated Articles, Sections, Subsections, Paragraphs and other subdivisions of this Agreement;

(d) reference to a Subsection without further reference to a Section is a reference to such Subsection as contained in the same Section in which the reference appears, and this rule shall also apply to Paragraphs and other subdivisions;

(e) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and

(f) the term "include" or "including" shall mean without limitation by reason of enumeration.

SECTION 25. Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at the closing, and (c) financial statements, certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

SECTION 26. Further Agreements. The Seller and the Purchaser each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Agreement.

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SECTION 27. Confidentiality. The Parties will keep confidential, and will cause its employees, contractors, affiliates and agents to keep confidential, any and all information obtained from the other party which is designated as confidential, and will not use such information for any purpose other than those intended by this Agreement. However, the Parties will not be subject to this obligation for any information provided by the other party which either (a) was in such party's possession at the time of disclosure and was not subject to any confidentiality obligations; (b) was in the public domain at the time of disclosure, or subsequently enters the public domain through no act or failure to act on the part of such party; (c) is lawfully obtained by such party from a third party; (d) the Parties agrees in writing may be provided to a third party; or (e) is required to be disclosed by applicable law, regulation, rule or court order.

SECTION 28 Privacy.

(a) All customer information in the possession of the either party ("Customer Information") is and shall remain confidential and propriety information of each party except (i) as otherwise set forth in this Agreement; and (ii) information independently obtained by the Parties and not derived in any manner from information obtained under or in connection with this Agreement.

(b) The Parties agree to comply with all applicable consumer privacy laws (any and all federal, state and local statues, regulations and rules applicable to the protection and privacy of consumer information, including but not limited to the privacy provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq.) (the "Privacy Requirements") and implementation of appropriate measures designed to safeguard Customer Information (an "Information Security Program").

(c) The Parties shall not disclose any Customer Information to any person or entity, other than the employees, agents, contractors and affiliates of the Parties who have a need to know such information.

(d) The Parties shall maintain at all times an Information Security Program.

(e) The Parties shall assess, manage, and control risks relating to the security and confidentiality of Customer Information, and shall implement the standards relating to such risks in the manner set forth in the Interagency Guidelines Establishing Information Security Standards, Section 216 of the Fair and Accurate Transaction Act (including its implementing regulations) as well as any amendments thereto or other applicable regulations regarding safeguarding information enacted or released by any regulatory agency having jurisdiction over Seller.

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(f) Without limiting the scope of the above, the Parties shall use at least the same physical and other security measures to protect all Customer Information in such Parties' possession or control, as the Parties use for their own confidential and propriety information.

(g) If a Party provides an account number to another to enable the Parties to carry out the purposes of the Agreement, the receiving party shall (i) use such account number only for such specific purpose and for no other purpose; and (ii) destroy all records relating to such account number upon providing party's request.

(h) In no event shall either of the Parties use any account number to (i) market any product or service of such Party or any other person or entity; or (ii) initiate charges to any customer's Loan account.

(i) From time to time upon the request of the other party, each Party shall allow the other during normal business hours to inspect such Party's books and records relating to (i) compliance with the Privacy Requirements; and (ii) Information Security Program.

(j) The Parties shall comply with all Privacy Requirements and shall immediately notify the other party if there is a breach of its security related to the customers of the other party so that they may be notified in accordance with any applicable Privacy Requirements.

SECTION 29. Entire Agreement. This Agreement and the exhibits and schedules hereto constitute the entire agreement and understanding of the parties with respect to the matters and transactions contemplated by this Agreement and, except to the extent otherwise set forth in writing and duly executed by the parties, supersedes any prior agreement and understandings with respect to those matters and transactions.

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EXHIBIT A

GLOSSARY

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

Adjustable Rate Mortgage Loan: A Mortgage Loan purchased pursuant to this Agreement which provides for the adjustment of the Mortgage Interest Rate payable in respect thereto.

Agreement: This Mortgage Loan Purchase and Sale Agreement including all exhibits hereto, amendments hereof and supplements hereto.

Appraised Value: With respect to any Mortgaged Property, the lesser of (i) the value thereof as determined by an appraisal made for the originator of the Mortgage Loan at the time of origination of the Mortgage Loan by an appraiser who met the minimum requirements of the Underwriting Guidelines, Freddie Mac and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, and (ii) the purchase price paid for the related Mortgaged Property by the Mortgagor with the proceeds of the Mortgage Loan.

Assignment or Assignment of Mortgage: An individual assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect the transfer of the Mortgage.

Business Day: Any day other than a Saturday or Sunday, or a day on which banking and savings and loan institutions in the State of Florida or the state where Purchaser's principal executive officer are located are authorized or obligated by law or executive order to be closed.

Closing Date: **[INSERT CLOSING DATE]** or such other date mutually agreed upon by the Parties.

Code: The Internal Revenue Code of 1986, or any successor statute thereto.

Combined Loan-to-Value Ratio or CLTV: With respect to any Mortgage Loan as of any date of determination, the ratio on such date of the outstanding principal amount of the Mortgage Loan and any other mortgage loan which is secured by a lien on the related Mortgaged Property to the Appraised Value of the Mortgaged Property.

Condemnation Proceeds: All awards, compensation and settlements in respect of a taking of all or part of a Mortgaged Property by exercise of the power of condemnation or the right of eminent domain.

Credit Score: The credit score of the Mortgagor provided by Fair, Isaac & Company, Inc. or such other organization providing credit scores at the time of the origination of a Mortgage

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Loan. If two credit scores are obtained, the Credit Score shall be the lower of the two credit scores. If three credit scores are obtained, the Credit Score shall be the middle of the three credit scores.

Custodial Account: Each separate demand account or accounts created and maintained for the benefit of each Purchaser which shall be entitled "TBW MTG. CORP. in trust for the Purchaser and Various Mortgagors, Fixed and Adjustable Rate Mortgage Loans".

Custodial Agreement: The agreement governing the retention of the originals of each Mortgage Note, Mortgage, Assignment of Mortgage and other Mortgage Loan Documents.

Custodian: The custodian under the Custodial Agreement, or its successor in interest or assigns, or any successor to the Custodian under the Custodial Agreement, as therein provided.

Customer Information: As defined in Section 29.

Cut-off Date: The third Business Day prior to the Closing Date, or as otherwise agreed upon in writing by the parties.

Deleted Mortgage Loan: A Mortgage Loan replaced or to be replaced by a Qualified Substitute Mortgage Loan.

Determination Date: With respect to each Distribution Date, the last day of the calendar month immediately preceding such Distribution Date.

Distribution Date: The fifth (5th) day of each month, commencing, for any Mortgage Loan Package, on the fifth (5th) day of the month next following the month in which the Cut-off Date occurs, or if such fifth (5th) day is not a Business Day, the first Business Day immediately following such fifth (5th) day.

Due Date: With respect to each Mortgage Loan, the day of the calendar month on which each Monthly Payment is due on such Mortgage Loan, exclusive of any days of grace.

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

Final Recovery Determination: With respect to any defaulted Mortgage Loan or any REO Property (other than a Mortgage Loan or REO Property repurchased by the Seller pursuant to this Agreement), a determination made by the Seller that all Insurance Proceeds, Liquidation Proceeds and other payments or recoveries which the Seller, in its reasonable good faith judgment, expects to be finally recoverable in respect thereof have been so recovered. The Seller shall maintain records, prepared by a servicing officer of the Seller, of each Final Recovery Determination.

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First Lien: With respect to each Mortgaged Property, the lien of the mortgage, deed of trust or other instrument securing a Mortgage Note which creates a first lien on the Mortgaged Property.

Freddie Mac: The entity formerly known as the Federal Home Loan Mortgage Corporation, or any successor thereto.

Insurance Proceeds: With respect to each Mortgage Loan, proceeds of insurance policies insuring the Mortgage Loan or the related Mortgaged Property.

Interim Servicing Period: With respect to any Mortgage Loan, the period commencing on the Closing Date and ending on the thirtieth day after such Closing Date (or if such day is not a Business Day, the first Business Day immediately following such day). The Interim Servicing Period shall continue for additional thirty (30) day periods following the expiration of the prior thirty (30) day period, unless the Purchaser notifies the Seller prior to the expiration of an Interim Servicing Period that the Seller shall be terminated as interim servicer at the expiration of the Interim Servicing Period.

Lender Paid Mortgage Insurance Policy or LPMI Policy: A policy of mortgage guaranty insurance, issued by an insurer acceptable to Freddie Mac, in which the owner or servicer of the Mortgage Loan is responsible for the premiums associated with such mortgage insurance policy.

Liquidation Proceeds: Amounts, other than Insurance Proceeds and Condemnation Proceeds, received in connection with the liquidation of a defaulted Mortgage Loan through trustee's sale, foreclosure sale or otherwise, other than amounts received following the acquisition of REO Property and prior to an REO Disposition.

Loan-to-Value Ratio or LTV: With respect to any Mortgage Loan as of any date of determination, the ratio on such date of the outstanding principal amount of the Mortgage Loan, to the Appraised Value of the Mortgaged Property.

MERS: Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

MERS® System: The system of recording transfers of Mortgages electronically maintained by MERS.

MIN: The Mortgage Identification Number of Mortgage Loans registered with MERS on the MERS® System.

Monthly Payment: With respect to any Mortgage Loan, the scheduled combined payment of principal and interest payable by a Mortgagor under the related Mortgage Note on each Due Date.

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Mortgage File: The items pertaining to a particular Mortgage Loan referred to in Exhibit C annexed hereto, and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

Mortgage Interest Rate: With respect to each Mortgage Loan, the fixed annual rate of interest provided for in the related Mortgage Note.

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

Mortgage Loan Documents: The documents listed in Exhibit B hereto pertaining to any Mortgage Loan.

Mortgage Loan Package: The Mortgage Loans listed on a Mortgage Loan Schedule, delivered to the Custodian and the Purchaser at least three (3) Business Days prior to the Closing Date.

Mortgage Loan Schedule: With respect to each Mortgage Loan Package, the schedule of Mortgage Loans to be annexed to the Assignment and Conveyance on the Closing Date for the Mortgage Loan Package delivered on such Closing Date in electronic form, such schedule setting forth the following information with respect to each Mortgage Loan in the Mortgage Loan Package: (1) the Seller's Mortgage Loan identifying number; (2) the Mortgagor's first and last name; (3) the street address of the Mortgaged Property including the state and zip code; (4) a code indicating whether the Mortgaged Property is owner-occupied; (5) the type of Residential Dwelling constituting the Mortgaged Property; (6) the original months to maturity; (7) the original date of the Mortgage Loan and the remaining months to maturity from the Closing Date, based on the original amortization schedule; (8) the Combined Loan-to-Value Ratio at origination; (9) the Mortgage Interest Rate in effect immediately following the Closing Date; (10) the date on which the first Monthly Payment was due on the Mortgage Loan; (11) the stated maturity date; (12) the amount of the Monthly Payment at origination; (13) the amount of the Monthly Payment as of the Closing Date; (14) the last Due Date on which a Monthly Payment was actually applied to the unpaid Stated Principal Balance; (15) the original principal amount of the Mortgage Loan and with respect to second liens the related first lien on the Mortgaged Property; (16) the Stated Principal Balance of the Mortgage Loan and with respect to second liens the principal balance of the related first lien on the Mortgaged Property as of the close of business on the Closing Date; (17) a code indicating the purpose of the loan (i.e., purchase financing, Rate/Term Refinancing, Cash-Out Refinancing); (18) the Mortgage Interest Rate at origination; (19) the date on which the first Monthly Payment was due on the Mortgage Loan and, if such date is not consistent with the Due Date currently in effect, such Due Date; (20) a code indicating the documentation style (i.e., full (providing two years employment verification - 2 years W-2's and current pay stub or 2 years 1040's for self employed borrowers), alternative or reduced); (21) the Appraised Value of the Mortgaged Property; (22) the sale price of the

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Mortgaged Property, if applicable; (23) with respect to each MERS Mortgage Loan, the related MIN; (24) a code indicating whether a borrower is a non-resident alien; (25) a code indicating whether a borrower is in bankruptcy; and (26) the points and fees charged in connection with the origination of such Mortgage Loan. With respect to the Mortgage Loan Package in the aggregate, the Mortgage Loan Schedule shall set forth the following information, as of the Closing Date: (1) the number of Mortgage Loans; (2) the current principal balance of the Mortgage Loans; (3) the weighted average Mortgage Interest Rate of the Mortgage Loans; and (4) the weighted average maturity of the Mortgage Loans.

Mortgage Note: The original executed note or other evidence of the Mortgage Loan indebtedness of a Mortgagor.

Mortgaged Property: The Mortgagor's real property securing repayment of a related Mortgage Note, consisting of a fee simple interest in a single parcel of real property improved by a Residential Dwelling.

Mortgagor: The obligor on a Mortgage Note, the owner of the Mortgaged Property and the grantor or mortgagor named in the related Mortgage and such grantor's or mortgagor's successor's in title to the Mortgaged Property.

Person: An individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Primary Insurance Policy: A policy of primary mortgage guaranty insurance issued by an insurer that meets the requirements of Freddie Mac.

Purchase Price: The price paid on the Closing Date by the Purchaser to the Seller in exchange for the Mortgage Loans as provided in Section 4.

Purchase Price Percentage: 95.00%

Qualified Substitute Mortgage Loan: A mortgage loan substituted for a Deleted Mortgage Loan pursuant to the terms of this Agreement which must, on the date of such substitution, (i) have an outstanding principal balance, after application of all scheduled payments of principal and interest due during or prior to the month of substitution, not in excess of the Stated Principal Balance of the Deleted Mortgage Loan as of the Due Date in the calendar month during which the substitution occurs, (ii) have a Mortgage Interest Rate not less than (and not more than one percentage point in excess of) the Mortgage Interest Rate of the Deleted Mortgage Loan, (iii) have a remaining term to maturity not greater than (and not more than one year less than) that of the Deleted Mortgage Loan, (iv) have a Combined Loan-to-Value Ratio as of the date of substitution equal to or lower than the Combined Loan-to-Value Ratio of the Deleted Mortgage Loan as of such date, (v) have a Credit Score for the related Mortgagor not lower than that of the Mortgagor under the Deleted Mortgage Loan; (vi) conform to each

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representation and warranty set forth in Subsection 7.01 of this Agreement, and (vii) be the same type of mortgage loan. In the event that one or more mortgage loans are substituted for one or more Deleted Mortgage Loans, the amounts described in clause (i) hereof shall be determined on the basis of aggregate principal balances, the Mortgage Interest Rates described in clause (ii) hereof shall be determined on the basis of weighted average Mortgage Interest Rates and shall be satisfied as to each such mortgage loan, the terms described in clause (iii) shall be determined on the basis of weighted average remaining terms to maturity, the Combined Loan-to-Value Ratios described in clause (iv) hereof shall be satisfied as to each such mortgage loan and, except to the extent otherwise provided in this sentence, the representations and warranties described in clause (vi) hereof must be satisfied as to each Qualified Substitute Mortgage Loan or in the aggregate, as the case may be.

Record Date: With respect to each Distribution Date, the last Business Day of the month immediately preceding the month in which such Distribution Date occurs.

REO Account: The separate trust account or accounts maintained for the management of REO Property pursuant to this Agreement.

REO Disposition: The final sale by the Seller of any REO Property.

REO Property: A Mortgaged Property acquired as a result of the liquidation of a Mortgage Loan.

Repurchase Price: The Repurchase Price for any Mortgage Loan that is required to be repurchased pursuant to this Agreement shall be equal to the sum of (i) the product of the Stated Principal Balance of such Mortgage Loan times the Purchase Price Percentage, plus (ii) interest on such Stated Principal Balance at the Mortgage Interest Rate from and including the last Due Date through which interest has been paid by or on behalf of the Mortgagor to the day immediately prior to the date of repurchase, less amounts received in respect of such repurchased Mortgage Loan which are being held in Seller's custodial account for distribution in connection with such Mortgage Loan, plus (iii) any unreimbursed servicing advances and monthly advances (including nonrecoverable monthly advances) and any unpaid servicing fees allocable to such Mortgage Loan paid by any party other than the Seller, plus (iv) any reasonable out-of-pocket costs and expenses incurred by the Purchaser in respect of the breach or defect giving rise to the repurchase obligation including, without limitation, any costs and damages incurred by any such party in connection with any violation by any such Mortgage Loan of any predatory or abusive lending law.

Residential Dwelling: Any one of the following: (i) a detached one-family dwelling, (ii) a detached two- to four-family dwelling, (iii) a one-family dwelling unit in a condominium project generally acceptable to prudent investors in the secondary mortgage market, or (iv) a detached one-family dwelling in a planned unit development.

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Second Lien Mortgage Loan: A Mortgage Loan secured by the lien on the Mortgaged Property, subject to one prior lien on such Mortgaged Property securing financing obtained by the related Mortgagor.

Servicing Fee: With respect to each Mortgage Loan which shall be an amount equal to $-0- per month. If the Interim Servicing Period includes any partial month, the Interim Servicing Fee for such month shall be pro rated at a per diem rate based upon a 30-day month.

Servicing File: With respect to each Mortgage Loan, the file retained by the Seller consisting of originals of all documents in the Mortgage File which are not delivered to the Purchaser or the Custodian and copies of all of the Mortgage Loan Documents for such Mortgage Loan.

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

Stated Principal Balance: As to each Mortgage Loan as of any date of determination, (i) the principal balance of the Mortgage Loan as of the Cut-off Date after giving effect to payments of principal received on or before such date, minus (ii) all amounts previously distributed to the Purchaser with respect to the related Mortgage Loan representing payments or recoveries of principal.

Underwriting Guidelines: The Seller's written underwriting guidelines in effect with respect to the Mortgage Loans purchased by Purchaser on the Closing Date.

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EXHIBIT B
MORTGAGE LOAN DOCUMENTS

With respect to each Mortgage Loan set forth on a related Mortgage Loan Schedule, the Seller shall deliver and release to the Custodian the following documents:

1. the original Mortgage Note bearing all intervening endorsements necessary to show a complete chain of endorsements from the original payee to the Seller, endorsed in blank, "Pay to the order of Urban Trust Bank, without recourse", and, if previously endorsed, signed in the name of the last endorsee by a duly qualified officer of the last endorsee. If the Mortgage Loan was acquired by the last endorsee in a merger, the endorsement must be by "[name of last endorsee], successor by merger to [name of predecessor]". If the Mortgage Loan was acquired or originated by the last endorsee while doing business under another name, the endorsement must be by "[name of last endorsee], formerly known as [previous name]";

2. in the case of a Mortgage Loan that is not a MERS Mortgage Loan, the original Assignment of Mortgage for each Mortgage Loan, in form and substance acceptable for recording. The Mortgage shall be assigned, with assignee's name left blank. If the Mortgage Loan was acquired by the last assignee in a merger, the Assignment of Mortgage must be made by "[name of last assignee], successor by merger to [name of predecessor]". If the Mortgage Loan was acquired or originated by the last assignee while doing business under another name, the Assignment of Mortgage must be by "[name of last assignee], formerly known as [previous name]";

3. the original of any guarantee executed in connection with the Mortgage Note, if any;

4. for each Mortgage Loan that is not a MERS Mortgage Loan, the original Mortgage with evidence of recording thereon or, if the original Mortgage with evidence of recording thereon has not been returned by the public recording office where such Mortgage has been delivered for recordation or such Mortgage has been lost or such public recording office retains the original recorded Mortgage, a photocopy of such Mortgage, together with (i) in the case of a delay caused by the public recording office, an Officer's Certificate of the title insurer insuring the Mortgage stating that such Mortgage has been delivered to the appropriate public recording office for recordation and that the original recorded Mortgage or a copy of such Mortgage certified by such public recording office to be a true and complete copy of the original recorded Mortgage will be promptly delivered to the Custodian upon receipt thereof by the party delivering the Officer's Certificate or by the Seller; or (ii) in the case of a Mortgage where a public recording office retains the original recorded Mortgage or in the case where a Mortgage is lost after recordation in a public recording office, a copy of such Mortgage with the recording information thereon certified by such public recording office to be a true and complete copy of the original recorded Mortgage;

5. for each Mortgage Loan that is a MERS Mortgage Loan, the original Mortgage, noting the presence of the MIN of the Mortgage Loan and either language indicating that the Mortgage Loan is a MOM Loan or if the Mortgage Loan was not a MOM Loan at origination, the original Mortgage and the assignment thereof to MERS, with evidence of recording indicated

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thereon, or a copy of the Mortgage certified by the public recording office in which such Mortgage has been recorded;

6. the originals of all assumption, modification, consolidation or extension agreements, with evidence of recording thereon, if any;

7. except in the event that the original Mortgage is made to MERS, the originals of all intervening assignments of mortgage with evidence of recording thereon evidencing a complete chain of ownership from the originator of the Mortgage Loan to the last assignee (or to MERS, if the Mortgage Loan is registered on the MERS System), or if any such intervening assignment of mortgage has not been returned from the applicable public recording office or has been lost or if such public recording office retains the original recorded intervening assignments of mortgage, a photocopy of such intervening assignment of mortgage, together with (i) in the case of a delay caused by the public recording office, an Officer's Certificate of the title insurer insuring the Mortgage stating that such intervening assignment of mortgage has been delivered to the appropriate public recording office for recordation and that such original recorded intervening assignment of mortgage or a copy of such intervening assignment of mortgage certified by the appropriate public recording office to be a true and complete copy of the original recorded intervening assignment of mortgage will be promptly delivered to the Custodian upon receipt thereof by the party delivering the Officer's Certificate or by the Seller; or (ii) in the case of an intervening assignment of mortgage where a public recording office retains the original recorded intervening assignment of mortgage or in the case where an intervening assignment of mortgage is lost after recordation in a public recording office, a copy of such intervening assignment of mortgage with recording information thereon certified by such public recording office to be a true and complete copy of the original recorded intervening assignment of mortgage;

8. if the Mortgage Note, the Mortgage, any Assignment of Mortgage, or any other related document has been signed by a Person on behalf of the Mortgagor, the original power of attorney or other instrument that authorized and empowered such Person to sign;

9. the original lender's title insurance policy in the form of an ALTA mortgage title insurance policy, containing each of the endorsements required by Freddie Mac and insuring the Purchaser and its successors and assigns as to the first or second priority lien of the Mortgage in the original principal amount of the Mortgage Loan or, if the original lender's title insurance policy has not been issued, the irrevocable commitment to issue the same; and

10. the original of any security agreement, chattel mortgage or equivalent document executed in connection with the Mortgage, if any.

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EXHIBIT C
MORTGAGE LOAN FILE

With respect to each Mortgage Loan, the Mortgage File shall include each of the following items, which shall be available for inspection by the Purchaser and which shall be retained by the Seller or delivered to the Custodian:

1. Mortgage Loan Documents.
2. Residential loan application.
3. Mortgage Loan closing statement.
4. Verification of employment and income.
5. Verification of acceptable evidence of source and amount of downpayment.
6. Credit report on Mortgagor.
7. Residential appraisal report.
8. Photograph of the Mortgaged Property.
9. Survey of the Mortgaged Property.
10. Copy of each instrument necessary to complete identification of any exception set forth in the exception schedule in the title policy, i.e., map or plat, restrictions, easements, sewer agreements, home association declarations, etc.
11. All required disclosure statements and statement of Mortgagor confirming receipt thereof.
12. If available, termite report, structural engineer's report, water potability and septic certification.
13. Sales Contract, if applicable.
14. Hazard insurance policy.
15. To the extent retained by Seller, tax receipts, insurance premium receipts, ledger sheets, payment history from date of origination, insurance claim files, correspondence, current and historical computerized data files, and all other processing, underwriting and closing papers and records which are customarily contained in a mortgage loan file and which are required to document the Mortgage Loan or to service the Mortgage Loan.
16. Amortization schedule, if available.

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EXHIBIT D

ASSIGNMENT & CONVEYANCE

On this _____ day of _____, 2007 (the "Closing Date"), Taylor, Bean & Whitaker Mortgage Corp. (the "Seller"), as Seller under that certain Mortgage Loan Purchase and Sale Agreement, dated as of **[INSERT AGREEMENT DATE]** (the "Agreement"), does hereby sell, transfer, assign, set over and convey to **[INSERT PURCHASER LEGAL NAME]** as Purchaser under the Agreement, without recourse, but subject to the terms of the Agreement, all rights, title and interest of the Seller in and to the Mortgage Loans listed on the Mortgage Loan Schedule attached hereto as Exhibit A, together with the related Mortgage Files and all rights and obligations arising under the documents contained therein. The ownership of each Mortgage Note, Mortgage, and the contents of the Mortgage File and Servicing File is vested in the Purchaser and the ownership of all records and documents with respect to the related Mortgage Loan prepared by or which come into the possession of the Seller shall immediately vest in the Purchaser and shall be retained and maintained, in trust, by the Seller at the will of the Purchaser in such custodial capacity only.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.
(Seller)

By:_____

Name:_____

Title:_____

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Exhibit A

Mortgage Loan Schedule

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EXHIBIT E

SERVICING ADDENDUM

Subsection 11.01 Seller to Act as Servicer.

The Seller, as independent contract servicer, shall service and administer the Mortgage Loans that the Seller sells to the Purchaser hereunder in accordance with all applicable laws, rules and regulations, the terms of the Mortgage Note and Mortgage, the Freddie Mac servicing guide and this Agreement and shall have full power and authority, acting alone or through the utilization of a subservicer or a subcontractor, to do or cause to be done any and all things in connection with such servicing and administration which the Seller may deem necessary or desirable and consistent with the terms of this Agreement. The Seller shall be responsible for any and all acts of a subservicer and a subcontractor, and the Seller's utilization of a subservicer or a subcontractor shall in no way relieve the liability of the Seller under this Agreement.

Consistent with the terms of this Agreement, the Seller may waive, modify or vary any term of any Mortgage Loan or consent to the postponement of strict compliance with any such term or in any manner grant indulgence to any Mortgagor, if in the Seller's determination, such waiver, modification, postponement or indulgence is not materially adverse to the Purchaser; provided, however, that the Seller shall not permit any modification with respect to any Mortgage Loan that would change the Mortgage Interest Rate, defer or forgive the payment thereof or of any principal or interest payments, reduce the outstanding principal amount (except for actual payments of principal), make additional advances of additional principal or extend the final maturity date on such Mortgage Loan. Without limiting the generality of the foregoing, the Seller shall continue, and is hereby authorized and empowered, to execute and deliver on behalf of itself, and the Purchaser, all instruments of satisfaction or cancellation, or of partial or full release, discharge and all other comparable instruments, with respect to the Mortgage Loans and with respect to the Mortgaged Property. If requested by the Seller, the Purchaser shall furnish the Seller with any powers of attorney and other documents necessary or appropriate to enable the Seller to carry out its servicing and administrative duties under this Agreement.

In servicing and administering the Mortgage Loans, the Seller shall employ procedures including collection procedures and exercise the same care that it customarily employs and exercises in servicing and administering mortgage loans for its own account, giving due consideration to accepted mortgage servicing practices of prudent lending institutions and the Purchaser's reliance on the Seller.

Subsection 11.02 Sub-Servicing Agreements Between the Seller and subservicers.

The Seller, as servicer, may arrange for the subservicing of any Mortgage Loan by a subservicer pursuant to a sub-servicing agreement. Each subservicer shall be authorized

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to transact business in the state or states where the related Mortgaged Properties it is to service are situated, if and to the extent required by applicable law to enable the subservicer to perform its obligations hereunder and under the sub-servicing agreement. All actions of each subservicer performed pursuant to the related sub-servicing agreement shall be performed as an agent of the Seller with the same force and effect as if performed directly by the Seller.

For purposes of this Agreement, the Seller shall be deemed to have received any collections, recoveries or payments with respect to the Mortgage Loans that are received by a subservicer regardless of whether such payments are remitted by the subservicer to the Seller.

Any sub-servicing agreement shall provide that the Seller shall be entitled to terminate any sub-servicing agreement and to either itself directly service the related Mortgage Loans or enter into a sub-servicing agreement with a successor subservicer which qualifies under Subsection 11.02. Any sub-servicing agreement shall include the provision that such agreement may be immediately terminated by any successor to the Seller without fee, in accordance with the terms of this Agreement, in the event that the Seller (or any successor to the Seller) shall, for any reason, no longer be the servicer of the related Mortgage Loans (including termination due to an Event of Default).

Subsection 11.03 No Contractual Relationship Between subservicer and Purchaser.

Any sub-servicing agreement and any other transactions or services relating to the Mortgage Loans involving a subservicer shall be deemed to be between the subservicer and the Seller alone and the Purchaser shall not be deemed a party thereto and shall have no claims, rights, obligations, duties or liabilities with respect to any subservicer except as set forth in Subsection 11.04.

Subsection 11.04 Assumption or Termination of Sub-Servicing Agreement by Successor Servicer.

In connection with the assumption of the responsibilities, duties and liabilities and of the authority, power and rights of the Seller hereunder by a successor servicer pursuant to Section 14 of this Agreement, it is understood and agreed that the Seller's rights and obligations under any sub-servicing agreement then in force between the Seller and a subservicer shall be assumed simultaneously by such successor servicer without act or deed on the part of such successor servicer; provided, however, that any successor servicer may terminate the subservicer.

The Seller shall, upon the reasonable request of the Purchaser, but at its own expense, deliver to the assuming party documents and records relating to each sub-servicing Agreement and an accounting of amounts collected and held by it and shall otherwise use its best efforts to effect the orderly and efficient transfer of the sub-servicing Agreements to the assuming party.

Subsection 11.05 Collection of Mortgage Loan Payments.

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For so long as the Seller shall service the Mortgage Loans pursuant to this Agreement, the Seller shall proceed diligently to collect all payments due under each Mortgage Loan when the same shall become due and payable and shall, follow such collection procedures as it follows with respect to mortgage loans comparable to the Mortgage Loans and held for its own account.

Subsection 11.06 Realization Upon Defaulted Mortgage Loans.

(a) The Seller shall use its best efforts, consistent with the procedures that the Seller would use in servicing loans for its own account, to foreclose upon or otherwise comparably convert the ownership of such Mortgaged Properties as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments pursuant to Subsection 11.01. The Seller shall use its best efforts to realize upon defaulted Mortgage Loans in such a manner as will maximize the receipt of principal and interest by the Purchaser, taking into account, among other things, the timing of foreclosure proceedings. The foregoing is subject to the provisions that, in any case in which Mortgaged Property shall have suffered damage, the Seller shall not be required to expend its own funds toward the restoration of such property in excess of $2,000 unless it shall determine in its discretion (i) that such restoration will increase the proceeds of liquidation of the related Mortgage Loan to Purchaser after reimbursement to itself for such expenses, and (ii) that such expenses will be recoverable by the Seller through Insurance Proceeds or Liquidation Proceeds from the related Mortgaged Property, as contemplated in Subsection 11.08. In the event that any payment due under any Mortgage Loan is not paid when the same becomes due and payable, or in the event the Mortgagor fails to perform any other covenant or obligation under the Mortgage Loan and such failure continues beyond any applicable grace period, the Seller shall take such action as it shall deem to be in the best interest of the Purchaser. In the event that any payment due under any Mortgage Loan remains delinquent for a period of 120 days or more, the Seller shall commence foreclosure proceedings. The Seller shall notify the Purchaser in writing of the commencement of foreclosure proceedings. The Seller shall be responsible for all costs and expenses incurred by it in any such proceedings; provided, however, that it shall be entitled to reimbursement thereof from the related Mortgaged Property, as contemplated in Subsection 11.08.

(b) Proceeds received in connection with any Final Recovery Determination, as well as any recovery resulting from a partial collection of Insurance Proceeds or Liquidation Proceeds in respect of any Mortgage Loan, will be applied in the following order of priority: first, to reimburse the Seller for any related unreimbursed Servicing Advances, pursuant to Subsections 11.08(ii) and (v); second, to accrued and unpaid interest on the Mortgage Loan, to the date of the Final Recovery Determination, or to the Due Date prior to the Distribution Date on which such amounts are to be distributed if not in connection with a Final Recovery Determination; and third, as a recovery of principal of the Mortgage Loan. If the amount of the recovery so allocated to interest is less than the full amount of accrued and unpaid interest due on such Mortgage Loan, the amount of such recovery will be allocated by the Seller as follows: first, to unpaid Servicing Fees; and second, to the balance of the interest then due and owing. The portion of the recovery so

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allocated to unpaid Servicing Fees shall be reimbursed to the Seller pursuant to Subsection 11.08(iii).

Subsection 11.07 Deposits in Custodial Account.

The Seller shall segregate and hold all funds collected and received pursuant to each Mortgage Loan separate and apart from any of its own funds and general assets and shall maintain one or more Custodial Accounts, in the form of time deposit or demand accounts.

The Seller shall deposit in the Custodial Account on a daily basis, and retain therein the following payments and collections received by it subsequent to the Cut-off Date, or received by it prior to the Cut-off Date but allocable to a period subsequent thereto, other than in respect of principal and interest on the Mortgage Loans due on or before the Cut-off Date:

(i) all payments on account of principal on the Mortgage Loans;

(ii) all payments on account of interest on the Mortgage Loans, including all Prepayment Charges;

(iii) all Liquidation Proceeds;

(iv) all Insurance Proceeds including amounts required to be deposited pursuant to Subsections 11.13 and 11.14, other than proceeds to be held in the Escrow Account and applied to the restoration or repair of the Mortgaged Property or released to the Mortgagor in accordance with the Seller's normal servicing procedures, the loan documents or applicable law;

(v) all Condemnation Proceeds affecting any Mortgaged Property which are not released to the Mortgagor in accordance with the Seller's normal servicing procedures, the loan documents or applicable law;

(vi) all proceeds of any Mortgage Loan repurchased in accordance with Subsections 7.03 and 7.04 and all amounts required to be deposited by the Seller in connection with shortfalls in principal amount of Qualified Substitute Mortgage Loans pursuant to Subsection 7.03;

(vii) any amounts required to be deposited by the Seller pursuant to Subsection 11.14 in connection with the deductible clause in any blanket hazard insurance policy; such deposit shall be made from the Seller's own funds, without reimbursement therefor; and

(viii) any amounts required to be deposited by the Seller in connection with any REO Property pursuant to Subsection 11.16.

The foregoing requirements for deposit in the Custodial Account shall be exclusive, it being understood and agreed that, without limiting the generality of the foregoing,

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payments in the nature of late payment charges non-sufficient fund fees, modification and assumption fees, to the extent permitted by Subsection 11.21, need not be deposited by the Seller in the Custodial Account. Any interest or earnings on funds deposited in the Custodial Account by the depository institution shall accrue to the benefit of the Seller and the Seller shall be entitled to retain and withdraw such interest from the related Custodial Account pursuant to Subsection 11.08(iii). The Seller shall give notice to the Purchaser of the location of the Custodial Account upon request and prior to any change thereof.

Subsection 11.08 Permitted Withdrawals From the Custodial Account.

The Seller may, from time to time, withdraw funds from the related Custodial Account for the following purposes:

(i) to make distributions to the Purchaser in the amounts and in the manner provided for in Subsection 11.17;

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

(iii) to pay to itself pursuant to Subsection 11.21 as servicing compensation (a) any interest earned on funds in the Custodial Account (all such interest to be withdrawn monthly not later than each Distribution Date), and (b) the Servicing Fee from that portion of any payment or recovery as to interest on a particular Mortgage Loan;

(iv) to pay to itself with respect to each Mortgage Loan that has been repurchased pursuant to Subsection 7.03 all amounts received thereon and not distributed as of the date on which the related Repurchase Price is determined;

(v) to pay, or to reimburse the Seller for advances in respect of, expenses incurred in connection with any Mortgage Loan pursuant to Subsection 11.06(b), but only to the extent of amounts received in respect of the Mortgage Loans to which such expense is attributable.

(vi) to correct amounts erroneously deposited into the Custodial Agreement; and

(vii) to pay itself any other amounts due to Seller under this Agreement.

Subsection 11.09 Establishment of Escrow Accounts; Deposits in Escrow Accounts.

The Seller shall segregate and hold all funds collected and received pursuant to each Mortgage Loan which constitute Escrow Payments separate and apart from any of its

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own funds and general assets and shall establish and maintain one or more Escrow Accounts, in the form of time deposit or demand accounts. The Seller shall deposit in the Escrow Account or Accounts on a daily basis, and retain therein, (i) all Escrow Payments collected on account of the Mortgage Loans, for the purpose of effecting timely payment of any such items as required under the terms of this Agreement, and (ii) all Insurance Proceeds which are to be applied to the restoration or repair of any Mortgaged Property. The Seller shall make withdrawals therefrom only to effect such payments as are required under this Agreement, and for such other purposes as shall be as set forth or in accordance with Subsection 11.11. The Seller shall be entitled to retain any interest paid on funds deposited in the related Escrow Account by the depository institution other than interest on escrowed funds required by law to be paid to the Mortgagor and, to the extent required by law, the Seller shall pay interest on escrowed funds to the Mortgagor. Seller shall be entitled to reimbursement from the Escrow Account for any interest it pays on escrowed funds as required by law to the extent the interest generated by the Escrow Account is insufficient to cover such mandated interest.

Subsection 11.10 Permitted Withdrawals From Escrow Account.

Withdrawals from the related Escrow Account may be made by the Seller (i) to effect timely payments of ground rents, taxes, assessments, water rates, hazard insurance premiums, Primary Insurance Policy premiums, if applicable, and comparable items, (ii) to reimburse the Seller for any Servicing Advance made by the Seller with respect to a related Mortgage Loan but only from amounts received on the related Mortgage Loan which represent late payments or collections of Escrow Payments thereunder, (iii) to refund to the Mortgagor any funds as may be determined to be overages, (iv) for transfer to the related Custodial Account in accordance with the terms of this Agreement, (v) for application to restoration or repair of the Mortgaged Property, or (vi) to pay to the Seller, or to the Mortgagor to the extent required by law, any interest paid on the funds deposited in the Escrow Account.

Subsection 11.11 Payment of Taxes, Insurance and Other Charges; Maintenance of Primary Insurance Policies and LPMI Policies; Collections Thereunder for First Lien Mortgage Loans.

With respect to each First Lien Mortgage Loan, the Seller shall maintain accurate records reflecting the status of ground rents, taxes, assessments, water rates and other charges which are or may become a lien upon the Mortgaged Property and the status of Primary Insurance Policy and LPMI Policy premiums and fire and hazard insurance coverage and shall obtain, from time to time, all bills for the payment of such charges, including insurance renewal premiums and shall effect payment thereof prior to the applicable penalty or termination date, employing for such purpose deposits of the Mortgagor in the related Escrow Account which shall have been estimated and accumulated by the Seller in amounts sufficient for such purposes, as allowed under the terms of the Mortgage and applicable law.

The Seller shall maintain in full force and effect, a Primary Insurance Policy, with respect to each First Lien Mortgage Loan for which such coverage is required. Such

coverage shall be maintained until the Loan-to-Value Ratio of the related Mortgage Loan is reduced to that amount for which Freddie Mac no longer requires such insurance to be maintained. The Seller will not cancel or refuse to renew any Primary Insurance Policy in effect on the related Closing Date that is required to be kept in force under this Agreement unless a replacement Primary Insurance Policy or LPMI Policy for such cancelled or non-renewed policy is obtained. The Seller shall not take any action which would result in non-coverage under any applicable Primary Insurance Policy or LPMI Policy of any loss which, but for the actions of the Seller, would have been covered thereunder. If such Primary Insurance Policy is terminated as a result of such assumption or substitution of liability, the Seller shall obtain a replacement Primary Insurance Policy as provided above.

In connection with its activities as servicer, the Seller agrees to prepare and present, on behalf of itself, and the Purchaser, claims to the insurer under any Primary Insurance Policy or LPMI Policy in a timely fashion in accordance with the terms of such policies and, in this regard, to take such action as shall be necessary to permit recovery under any Primary Insurance Policy or LPMI Policy respecting a defaulted First Lien Mortgage Loan. Pursuant to Subsection 11.07, any amounts collected by the Seller under any Primary Insurance Policy or LPMI Policy shall be deposited in the related Custodial Account, subject to withdrawal pursuant to Subsection 11.08.

Subsection 11.12 Transfer of Accounts.

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

Subsection 11.13 Maintenance of Hazard Insurance for First Lien Mortgage Loans.

The Seller shall cause to be maintained for each Mortgage Loan fire and hazard insurance with extended coverage as is customary in the area where the Mortgaged Property is located in an amount which is at least equal to the lesser of (i) the amount necessary to fully compensate for any damage or loss to the improvements which are a part of such property on a replacement cost basis or (ii) the outstanding principal balance of such Mortgage Loan, in each case in an amount not less than such amount as is necessary to prevent the Mortgagor and/or the Mortgagee from becoming a co-insurer. If the Mortgaged Property is in an area identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency as having special flood hazards and such flood insurance has been made available, the Seller will cause to be maintained a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration with a generally acceptable insurance carrier, in an amount representing coverage not less than the greater of (i) the lesser of (a) the outstanding principal balance of such Mortgage Loan (plus any additional amount required to prevent the Mortgagor from being deemed a co-insurer) or (b) the amount necessary to fully compensate for any damage or loss to the improvements which are a part of such property on a replacement cost basis, or (ii) the maximum amount of insurance which is available under the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended. The Seller also shall maintain on any REO Property,

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fire and hazard insurance with extended coverage in an amount which is at least equal to the lesser of (i) the maximum insurable value of the improvements which are a part of such property and (ii) the outstanding principal balance of the related Mortgage Loan at the time it became an REO Property plus accrued interest at the Mortgage Interest Rate and related Servicing Advances, liability insurance and flood insurance in an amount which is at least equal to the greater of (i) the lesser of (a) the outstanding principal balance of the First Lien Mortgage Loan (plus any additional amount required to prevent the Mortgagor from being deemed a co-insurer), or (b) the amount necessary to fully compensate for any damage or loss to the improvements which are a part of such property on a replacement cost basis, or (ii) the maximum amount of insurance which is available under the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended. Pursuant to Subsection 11.07, any amounts collected by the Seller under any such policies other than amounts to be deposited in the Escrow Account and applied to the restoration or repair of the Mortgaged Property or REO Property, or released to the Mortgagor in accordance with the Seller's normal servicing procedures, shall be deposited in the related Custodial Account, subject to withdrawal pursuant to Subsection 11.08. Any cost incurred by the Seller in maintaining any such insurance shall not, for the purpose of calculating distributions to the Purchaser, be added to the unpaid principal balance of the related Mortgage Loan, notwithstanding that the terms of such Mortgage Loan so permit. It is understood and agreed that no earthquake or other additional insurance need be required by the Seller of the Mortgagor or maintained on property acquired in respect of the Mortgage Loan, other than pursuant to such applicable laws and regulations as shall at any time be in force and as shall require such additional insurance. All such policies shall be endorsed with standard mortgagee clauses with loss payable to the Seller, and shall provide for at least thirty days prior written notice of any cancellation, reduction in the amount of, or material change in, coverage to the Seller.

Subsection 11.14 Maintenance of Mortgage Impairment Insurance Policy.

In the event that the Seller shall obtain and maintain a mortgage impairment or blanket policy issued by an issuer that has a Best rating of A:VI insuring against hazard losses on all Mortgaged Properties securing the Mortgage Loans, then, to the extent such policy provides coverage in an amount equal to the amount required pursuant to Subsection 11.13 and otherwise complies with all other requirements of Subsection 11.13, the Seller shall conclusively be deemed to have satisfied its obligations as set forth in Subsection 11.13, it being understood and agreed that such policy may contain a deductible clause, in which case the Seller shall, in the event that there shall not have been maintained on the related Mortgaged Property or REO Property a policy complying with Subsection 11.13, and there shall have been one or more losses which would have been covered by such policy, deposit in the related Custodial Account the amount not otherwise payable under the blanket policy because of such deductible clause. In connection with its activities as servicer of the Mortgage Loans, the Seller agrees to prepare and present, on behalf of the Purchaser, claims under any such blanket policy in a timely fashion in accordance with the terms of such policy. Upon request of the Purchaser, the Seller shall cause to be delivered to the Purchaser a certified true copy of such policy and a statement from the insurer thereunder that such policy shall in no event be terminated or materially modified without thirty days prior written notice to the Purchaser.

Subsection 11.15 Fidelity Bond, Errors and Omissions Insurance.

The Seller shall maintain, at its own expense, a blanket fidelity bond and an errors and omissions insurance policy, with broad coverage with responsible companies that would meet the requirements prescribed by Freddie Mac on all officers, employees or other persons acting in any capacity with regard to the Mortgage Loans to handle funds, money, documents and papers relating to the Mortgage Loans. The fidelity bond and errors and omissions insurance shall be in the form of the Mortgage Banker's Blanket Bond and shall protect and insure the Seller against losses, including forgery, theft, embezzlement, fraud, errors and omissions and negligent acts of such persons. Such fidelity bond shall also protect and insure the Seller against losses in connection with the failure to maintain any insurance policies required pursuant to this Agreement and the release or satisfaction of a Mortgage Loan without having obtained payment in full of the indebtedness secured thereby. No provision of this Subsection 11.16 requiring the fidelity bond and errors and omissions insurance shall diminish or relieve the Seller from its duties and obligations as set forth in this Agreement. The minimum coverage under any such bond and insurance policy shall be at least equal to the corresponding amounts required by Freddie Mac. The Seller shall deliver to the Purchaser a certified true copy of the fidelity bond and insurance policy and a statement from the surety and the insurer that such fidelity bond or insurance policy shall in no event be terminated or materially modified without thirty days' prior written notice to the Purchaser.

Subsection 11.16 Title, Management and Disposition of REO Property.

In the event that title to the Mortgaged Property is acquired in foreclosure or by deed in lieu of foreclosure, the deed or certificate of sale shall be taken in the name of the person designated by the Purchaser, or in the event such person is not authorized or permitted to hold title to real property in the state where the REO Property is located, or would be adversely affected under the "doing business" or tax laws of such state by so holding title, the deed or certificate of sale shall be taken in the name of such Person or Persons as shall be consistent with the advice of counsel obtained by the Seller from an attorney duly licensed to practice law in the state where the REO Property is located. Any Person or Persons holding such title other than the Purchaser shall acknowledge in writing that such title is being held as nominee for the benefit of the Purchaser.

The Seller shall either itself or through an agent selected by the Seller, manage, conserve, protect and operate each REO Property (and may temporarily rent the same) in the same manner that it manages, conserves, protects and operates other foreclosed property for its own account, and in the same manner that similar property in the same locality as the REO Property is managed. The Seller shall cause each REO Property to be inspected promptly upon the acquisition of title thereto and shall cause each REO Property to be inspected at least annually thereafter. The Seller shall make or cause to be made a written report of each such inspection. Such reports shall be retained in the Mortgage File and copies thereof shall be forwarded by the Seller to the Purchaser. The Seller shall use its best efforts to dispose of the REO Property as soon as possible.

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With respect to each REO Property, the Seller shall segregate and hold all funds collected and received in connection with the operation of the REO Property separate and apart from its own funds or general assets and shall establish and maintain a separate REO Account for each REO Property.

The Seller shall deposit or cause to be deposited, on a daily basis in each REO Account all revenues received with respect to the related REO Property and shall withdraw therefrom funds necessary for the proper operation, management and maintenance of the REO Property, including the cost of maintaining any hazard insurance pursuant to Subsection 11.13 hereof and the fees of any managing agent acting on behalf of the Seller. The Seller shall not be entitled to retain interest paid or other earnings, if any, on funds deposited in such REO Account. On or before each Determination Date, the Seller shall withdraw from each REO Account and deposit into the Custodial Account the net income from the REO Property on deposit in the REO Account.

The Seller shall furnish to the Purchaser on each Distribution Date, an operating statement for each REO Property covering the operation of each REO Property for the previous month. Such operating statement shall be accompanied by such other information as the Purchaser shall reasonably request.

Each REO Disposition shall be carried out by the Seller at such price and upon such terms and conditions as the Seller deems to be in the best interest of the Purchaser only with the prior written consent of the Purchaser. If as of the date title to any REO Property was acquired by the Seller there were outstanding unreimbursed Servicing Advances with respect to the REO Property, the Seller, upon an REO Disposition of such REO Property, shall be entitled to reimbursement for any related unreimbursed Servicing Advances from proceeds received in connection with such REO Disposition. The proceeds from the REO Disposition, net of any payment to the Seller as provided above, shall be deposited in the REO Account and shall be transferred to the Custodial Account on the Determination Date in the month following receipt thereof for distribution on the succeeding Distribution Date in accordance with Subsection 11.17.

Subsection 11.17 Distributions.

On each Distribution Date, the Seller shall distribute to the Purchaser all amounts credited to the related Custodial Account as of the close of business on the preceding Determination Date, net of charges against or withdrawals from the related Custodial Account pursuant to Subsection 11.08.

All distributions made to the Purchaser on each Distribution Date will be made to the Purchaser of record on the preceding Record Date, and shall be based on the Mortgage Loans owned and held by the Purchaser, and shall be made by wire transfer of immediately available funds to such account as designated by the Purchaser in writing.

Subsection 11.18 Remittance Reports.

No later than the fifth Business Day of each month, the Seller shall, during the Interim Servicing Period, furnish to the Purchaser or its designee an electronic (which shall

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be provided in Excel format) a copy of the monthly data in the form of report customarily used by the Seller in reporting servicing data. No later than three Business Days following each Determination Date, the Seller shall deliver to the Purchaser or its designee by telecopy (or by such other means as the Seller and the Purchaser may agree from time to time) an electronic copy of the determination data with respect to the related Distribution Date, together with such other information with respect to the Mortgage Loans as the Purchaser may reasonably require to allocate distributions made pursuant to this Agreement and provide appropriate statements with respect to such distributions.

Subsection 11.19 Statements to the Purchaser.

Not later than fifteen days after each Distribution Date, during the Interim Servicing Period the Seller shall forward to the Purchaser or its designee a statement prepared by the Seller setting forth the status of the Custodial Account as of the close of business on such Distribution Date and showing, for the period covered by such statement, the aggregate amount of deposits into and withdrawals from the Custodial Account of each category of deposit specified in Subsection 11.07 and each category of withdrawal specified in Subsection 11.08.

Subsection 11.20 Satisfaction of Mortgages and Release of Mortgage Files.

Upon the payment in full of any Mortgage Loan, or the receipt by the Seller of a notification that payment in full will be escrowed in a manner customary for such purposes, the Seller will immediately notify the Purchaser by a certification of a servicing officer of the Seller (a "Servicing Officer"), which certification shall include a statement to the effect that all amounts received or to be received in connection with such payment which are required to be deposited in the Custodial Account pursuant to Subsection 11.07 have been or will be so deposited, and shall request execution of any document necessary to satisfy the Mortgage Loan and delivery to it of the portion of the Mortgage File held by the Purchaser or the Purchaser's designee. Upon receipt of such certification and request, the Purchaser, shall promptly release the related mortgage documents to the Seller and the Seller shall prepare and process any satisfaction or release. No expense incurred in connection with any instrument of satisfaction or deed of reconveyance shall be chargeable to the Custodial Account or the Purchaser.

From time to time and as appropriate for the servicing of the Mortgage Loan, including for this purpose collection under any Primary Insurance Policy or LPMI Policy, the Purchaser shall, upon request of the Seller and delivery to the Purchaser of a servicing receipt signed by a Servicing Officer, release the requested portion of the Mortgage File held by the Purchaser to the Seller. Such servicing receipt shall obligate the Seller to return the related Mortgage documents to the Purchaser when the need therefor by the Seller no longer exists, unless the Mortgage Loan has been liquidated and the Liquidation Proceeds relating to the Mortgage Loan have been deposited in the Custodial Account or the Mortgage File or such document has been delivered to an attorney, or to a public trustee or other public official as required by law, for purposes of initiating or pursuing legal action or other proceedings for the foreclosure of the Mortgaged Property either judicially or non-judicially, and the Seller has delivered to the Purchaser a certificate of a Servicing Officer

certifying as to the name and address of the Person to which such Mortgage File or such document was delivered and the purpose or purposes of such delivery. Upon receipt of a certificate of a Servicing Officer stating that such Mortgage Loan was liquidated, the servicing receipt shall be released by the Purchaser to the Seller.

Subsection 11.21 Servicing Compensation.

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

Subsection 11.22 Notification of Adjustments.

On each Adjustment Date, the Seller shall make interest rate adjustments for each Adjustable Rate Mortgage Loan in compliance with the requirements of the related Mortgage and Mortgage Note. The Seller shall execute and deliver the notices required by each Mortgage and Mortgage Note regarding interest rate adjustments. The Seller also shall provide timely notification to the Purchaser of all applicable data and information regarding such interest rate adjustments and the Seller's methods of implementing such interest rate adjustments. Upon the discovery by the Seller or the Purchaser that the Seller has failed to adjust a Mortgage Interest Rate or a Monthly Payment pursuant to the terms of the related Mortgage Note and Mortgage, the Seller shall immediately deposit in the Custodial Account from its own funds the amount of any interest loss caused thereby without reimbursement therefor.

Subsection 11.23 Access to Certain Documentation.

The Seller shall provide to the Office of Thrift Supervision, the FDIC and any other federal or state banking or insurance regulatory authority that may exercise authority over the Purchaser access to the documentation regarding the Mortgage Loans serviced by the Seller required by applicable laws and regulations. Such access shall be afforded without charge, but only upon reasonable request and during normal business hours at the offices of the Seller. In addition, access to the documentation will be provided to the Purchaser and any Person identified to the Seller by the Purchaser without charge, upon reasonable request during normal business hours at the offices of the Seller.

Subsection 11.24 Reports and Returns to be Filed by the Seller.

During the Interim Servicing Period, the Seller shall file information reports with respect to the receipt of mortgage interest received in a trade or business, reports of foreclosures and abandonments of any Mortgaged Property and information returns relating to cancellation of indebtedness income with respect to any Mortgaged Property as required by Sections 6050H, 6050J and 6050P of the Code. Such reports shall be in form

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and substance sufficient to meet the reporting requirements imposed by such Sections 6050H, 6050J and 6050P of the Code.

Subsection 11.25 Superior Liens.

If the Seller is notified that any superior lienholder has accelerated or intends to accelerate the obligations secured by the superior lien, or has declared or intends to declare a default under the superior mortgage or the promissory note secured thereby, or has filed or intends to file an election to have the Mortgaged Property sold or foreclosed, the Seller shall take whatever actions are necessary to protect the interests of the Purchaser, and/or to preserve the security of the related Mortgage Loan. The Seller shall make a Servicing Advance of the funds necessary to cure the default or reinstate the superior lien if the Seller determines that such Servicing Advance is in the best interests of the Purchaser. The Seller shall not make such a Servicing Advance except to the extent that it determines in its reasonable good faith judgment that such advance will be recoverable from Liquidation Proceeds on the related Mortgage Loan. The Seller shall thereafter take such action as is necessary to recover the amount so advanced.

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

1. the resulting Combined Loan-to-Value Ratio of such Mortgage Loan is no higher than the Combined Loan-to-Value Ratio prior to such refinancing; and

2. the interest rate, or, in the case of an adjustable rate existing senior lien, the maximum interest rate, for the loan evidencing the refinanced senior lien is no more than 2.0% higher than the interest rate or the maximum interest rate, as the case may be, on the loan evidencing the existing senior lien immediately prior to the date of such refinancing; and

3. the loan evidencing the refinanced senior lien is not subject to negative amortization.

Subsection 11.26 Servicing Transfer.

At the end of the Interim Servicing Period, the Purchaser, or its designee, shall assume all servicing responsibilities related to the Mortgage Loans and the Seller shall cease all servicing responsibilities related to the Mortgage Loans. During the Interim Servicing Period, the Seller shall, at its cost and expense, take such steps as may be necessary or appropriate to effectuate and evidence the transfer of the servicing of the related Mortgage Loans to the Purchaser, or its designee, including, but not limited to, distributing "goodbye letters" no later than fifteen (15) calendar days prior to the related servicing transfer date. The Seller agrees to execute and deliver such instruments and take

such actions as the Purchaser, or its designee, may reasonably request from time to time to carry out the servicing transfer.

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IN WITNESS WHEREOF, the Seller and the Purchaser have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first above written.

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.
(Seller)

By: _____

Name: Jeremy Coletto
Title: EVP Capital Markets

Urban Trust Bank
(Purchaser)

By: _____

Name: David R. Mady
Title: Treasurer

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6/30/08

TBW Loan Number	Borrower name	Street	City	State	zip	Interest Paid	Principal Paid	Curtailment	Payoff Funds
1200448	Kevan R. Combs	7100 Blue Water Drive	Belews Creek	NC	27009	2741.22	541.98		
1402092	Barry H Bordelon	434 Stewart Ave	River Ridge	LA	70123	802.08			
1459420	Gregory Paul Conley	1105 Broadview Drive	Highlands	NC	28741	1242.85			
1460153	STEPHEN A MARTIN	2260 LAKESIDE DRIVE	Athens	GA	30605	744.63		217.17	
1488273	Lucy F Tuason	2804 Gallant Hills Drive	Las Vegas	NV	89135	677.08			
1606596	Jay Keesling	3818 Cardinal Blvd	Port Orange	FL	32127	2909.79	1092.37		
1607974	Gina L. Long	21607 NW 56th Place	Newberry	FL	32669	843.74	123.24		
1626758	George E Wilson Jr	6 LOWELL DRIVE	CASTLE ROCK	CO	80104	2629.26	540		
1700646	Jerry Bousseau	31 Leyfred Terrace	Springfield	MA	01108	1359.38			
1748251	Ramatu Bangura	6604 Springcrest Drive	Greenbelt	MD	20770				
1749694	Mehedi Rahman	10230 Little Whiteoak Road	Charlotte	NC	28215	1604.6			
1752048	David Mays	213 Woodvine Way	MAULDIN	SC	29662	1159.67	175.35		
1756849	Barry R Butcher	710 Latrobe Way	MACON	GA	31210	3236.91			
1771663	Denesia S Berry	168 Bernice Ave	Martinsburg	WV	25405				
1774530	MARILYN GRAY-CHRISTENSEN	4601 S Belmour Way	SALT LAKE CITY	UT	84117				
1776184	ARTHUR W KNIGHT JR	3143 MULBERRY GREENS LANE	JEFFERSON	GA	30549	2725.97	432.09		
1812976	MICHAEL A SCHWARTZ	1500 TIMOTHY ROAD #14	Athens	GA	30606	737.05	161.61		
1832578	Amanda C Parker	237 Hawthorne Hedge Lane	Jacksonville	FL	32259	1440.66	226.79		
1860920	Douglas T. Breeden	630 N State St #1401	Chicago	IL	60610	2480.36	438.33		
1869251	Marc Peitzmeier	825,829 And 833 Oro Terrace	(San Pedro Area) L.A.	CA	90731	3314.11	636.32		
1870290	Anthony N St. Lewis	3100 Abbey Dr	Atlanta	GA	30331				
1899771	Scott R. Robey	231 Washington Avenue	Santa Fe	NM	87501	6943.42			780,000.00
1905816	Gloria M. Decker	21 Orchid Lane	Brick	NJ	08724	787.5			
1912956	Rick V. Hatch	9357 East Trailside View	Scottsdale	AZ	85255	3733.74	634.84		
1947754	Gary Wydock	4112 SW 19th Pl	Cape Coral	FL	33914	3070.52	383.51		
1949924	Jolania White	8101 Hayfield Court	Clinton	MD	20735	2864.01			
1950258	MARGARET A PERAN	6312 W. HUNTINGTON STREET	Chicago	IL	60646	566.17	99.13		
1953071	Kirstin Coutts	1831 Biltmore Street NW #B	Washington	DC	20009	561.47	95.46		
1955957	EDGAR JOSEPH CHELTENHAM	4016 Highland Castle Court	Las Vegas	NV	89129	3641.51	547.05		
1961502	Gary Goodgame	4104 River Ave	Newport Beach	CA	92663	3858.71	575.44		
1990028	Marcellus Young	801 Noconia Place	Fuquay Varina	NC	27526	618.13	104.49		
2022257	Nancy E Maclachlan	7421 Dunston Street	Springfield	VA	22151	3152.43	569.38		

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EXHIBIT B

2337064 Leshawn Jones	50 Hillcrest Avenue	Attleborough	MA	02703				
7004078 rosemarie sciro	269 Lenox Avenue	PATERSON	NJ	07502	360.31	66.69		
7004152 John C Hyder	115 Hembree Grove Court	ROSWELL	GA	30076	424.92	74.06		
7017600 Robert Sadowski	14 Long John Silver Way	Waretown	NJ	08758	1600			
7029614 Richard J Bell	9056 Woodland Dr	TAHOMA	CA	96142	3315			
7049314 H WOODALL Hilscher	100 Wynward Pointe Drive	SALEM	SC	29676	7323.52	1216.56		
7051738 Christopher Gosnell	6432 Bridge Bay Lane	Rogers	AK	72758				
					73470.72	8734.69	217.17	780000.00

	862,422.58
Less TBW svcg. Fee	2,697.52
Total Due UTB	**859,725.06**

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MIN SUMMARY

Summary

1000295-0001200448-1 7100 BLUE WATER DRIVE BELEWS CREEK, NC 27009		Active (Registered) MOM First Lien	
Reg Date	06/19/2006		
County	Forsyth	QR	N
Primary Borrower	COMBS, KEVAN	SSN	XXX-XX-5481
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$506,200.00	Note Date	06/14/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001402092-3 434 STEWART AVE RIVER RIDGE, LA 70123		Active (Registered) MOM First Lien	
Reg Date	11/15/2006		
County	Jefferson	QR	N
Primary Borrower	BORDELON, BARRY	SSN	XXX-XX-7393
Co-Borrower	BLALACK BORD, CHARLIE	SSN	XXX-XX-8212
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$140,000.00	Note Date	10/31/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002596-0000451980-0 1105 BROADVIEW DRIVE HIGHLANDS, NC 28741		Active (Registered) MOM First Lien	
Reg Date	10/02/2006		
County	Jackson	QR	N
Primary Borrower	CONLEY, GREGORY	SSN	XXX-XX-5509
Co-Borrower	CONLEY, LINDA	SSN	XXX-XX-8072
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$999,950.00	Note Date	09/29/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001460153-2 2260 LAKESIDE DRIVE ATHENS, GA 30605		Active (Registered) MOM First Lien	
Reg Date	01/17/2007		
County	Clarke	QR	N
Primary Borrower	MARTIN, STEPHEN	SSN	XXX-XX-7755
Co-Borrower	MARTIN, KAREN	SSN	XXX-XX-5316
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$150,000.00	Note Date	11/27/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001488273-6
2804 GALLANT HILLS DRIVE
LAS VEGAS, NV 89135

Active (Registered)
MOM
First Lien

Reg Date	12/06/2006		
County	Clark	QR	N
Primary Borrower	TUASON, LUCY	SSN	XXX-XX-8811
Co-Borrower	TUASON, HENRY	SSN	XXX-XX-9584
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$125,000.00	Note Date	11/28/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001606596-7 3818 CARDINAL BLVD PORT ORANGE, FL 32127		Active (Registered) MOM First Lien	
Reg Date	02/21/2007		
County	Volusia	QR	N
Primary Borrower	KEESLING, JAY	SSN	XXX-XX-1218
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$650,000.00	Note Date	02/12/2007
Servicer	1000373 - Colonial Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	N/A		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001607974-5 21607 NW 56TH PLACE NEWBERRY, FL 32669		Active (Registered) MOM First Lien	
Reg Date	08/13/2008		
County	Alachua	QR	N
Primary Borrower	LONG, GINA	SSN	XXX-XX-3278
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$141,750.00	Note Date	03/13/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0002777731-1 6 LOWELL DRIVE CASTLE ROCK, CO 80104		Active (Registered) MOM First Lien	
Reg Date	07/31/2008		
County	Douglas	QR	N
Primary Borrower	WILSON, GEORGE	SSN	XXX-XX-8242
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$196,000.00	Note Date	07/25/2008
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001700646-5 31 LEYFRED TERRACE SPRINGFIELD, MA 01108		Active (Registered) MOM First Lien	
Reg Date	05/15/2007		
County	Hampden	QR	N
Primary Borrower	BOUSSEAU, JERRY	SSN	XXX-XX-5173
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$225,000.00	Note Date	04/11/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1000918 - Credit Suisse First Boston LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001748251-8 6604 SPRINGCREST DRIVE GREENBELT, MD 20770		Active (Registered) MOM First Lien	
Reg Date	05/15/2007		
County	Prince George's	QR	N
Primary Borrower	BANGURA, RAMATU	SSN	XXX-XX-7836
Co-Borrower	BANGURA, ALIE	SSN	XXX-XX-9350
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$484,600.00	Note Date	05/01/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001749694-8 10230 LITTLE WHITEOAK ROAD CHARLOTTE, NC 28215		Active (Registered) MOM First Lien	
Reg Date	05/31/2007		
County	Mecklenburg	QR	N
Primary Borrower	RAHMAN, MEHEDI	SSN	XXX-XX-9063
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$270,248.00	Note Date	05/24/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001752048-1 213 WOODVINE WAY MAULDIN, SC 29662		Active (Registered) MOM First Lien	
Reg Date	08/15/2007		
County	Greenville	QR	N
Primary Borrower	MAYS, DAVID	SSN	XXX-XX-1530
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$195,700.00	Note Date	06/18/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001756849-8 710 LATROBE WAY MACON, GA 31210		Active (Registered) MOM First Lien	
Reg Date	07/02/2007		
County	Bibb	QR	N
Primary Borrower	BUTCHER, BARRY	SSN	XXX-XX-6598
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$609,300.00	Note Date	06/15/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001771663-4 168 BERNICE AVE MARTINSBURG, WV 25405		Active (Registered) MOM First Lien	
Reg Date	05/31/2007		
County	Berkeley	QR	N
Primary Borrower	BERRY, DENESIA	SSN	XXX-XX-6730
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$164,600.00	Note Date	05/21/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001774530-2		Active (Registered) Foreclosure pending (Option 2), retained on MERS	
4601 SOUTH BELMOUR WAY SALT LAKE CITY, UT 84117		MOM First Lien	
Reg Date	05/24/2007		
County	Salt Lake	QR	N
Primary Borrower	GRAY, MARILYN	SSN	XXX-XX-1819
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$550,000.00	Note Date	05/09/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001776184-6 3143 MULBERRY GREENS LANE JEFFERSON, GA 30549		Active (Registered) MOM First Lien	
Reg Date	07/02/2007		
County	Jackson	QR	N
Primary Borrower	KNIGHT JR, ARTHUR	SSN	XXX-XX-7933
Co-Borrower	KNIGHT, ANDREA	SSN	XXX-XX-8278
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$468,750.00	Note Date	06/25/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001812976-1 1500 TIMOTHY ROAD #14 ATHENS, GA 30606		Active (Registered) MOM First Lien	
Reg Date	07/11/2007		
County	Clarke	QR	N
Primary Borrower	SCHWARTZ, MICHAEL	SSN	XXX-XX-3258
Co-Borrower	SCHWARTZ, JESSICA	SSN	XXX-XX-5932
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$147,900.00	Note Date	06/22/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001832578-1 237 HAWTHORNE HEDGE LANE JACKSONVILLE, FL 32259		Active (Registered) MOM First Lien	
Reg Date	08/15/2007		
County	St. Johns	QR	N
Primary Borrower	PARKER, AMANDA	SSN	XXX-XX-7316
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$247,500.00	Note Date	06/29/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1003649-0001860920-5 630 NORTH STATE ST CHICAGO, IL 60610		Active (Registered) MOM First Lien	
Reg Date	07/16/2007		
County	Cook	QR	N
Primary Borrower	BREEDEN, DOUGLAS	SSN	XXX-XX-8490
Co-Borrower	BREEDEN, MARK	SSN	XXX-XX-7843
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$450.000.00	Note Date	07/13/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001869251-1 825,829 AND 833 ORO TERRACE LOS ANGELES, CA 90731		Active (Registered) MOM First Lien	
Reg Date	07/31/2007		
County	Los Angeles	QR	N
Primary Borrower	PEITZMEIER, MARC	SSN	XXX-XX-9247
Co-Borrower	PEITZMEIER, LIZA	SSN	XXX-XX-6962
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$625,000.00	Note Date	07/19/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001870290-6 3100 ABBEY DR ATLANTA, GA 30331		Active (Registered) MOM First Lien	
Reg Date	07/02/2007		
County	Fulton	QR	N
Primary Borrower	ST. LEWIS, ANTHONY	SSN	XXX-XX-7008
Co-Borrower	BLACKWELL, DORSEL	SSN	XXX-XX-1882
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$433,940.00	Note Date	06/26/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001899771-2 620-A MARTINEZ LANE SANTA FE, NM 87505		Active (Registered) MOM First Lien	
Reg Date	07/26/2007		
County	Santa Fe	QR	N
Primary Borrower	ROBEY, SCOTT	SSN	XXX-XX-4981
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$780,000.00	Note Date	07/17/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001905816-7 21 ORCHID LANE BRICK, NJ 08724		Active (Registered) MOM First Lien	
Reg Date	07/31/2007		
County	Ocean	QR	N
Primary Borrower	DECKER, GLORIA	SSN	XXX-XX-0791
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$126,000.00	Note Date	07/23/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1000918 - Credit Suisse First Boston LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001912956-2 9357 EAST TRAILSIDE VIEW SCOTTSDALE, AZ 85255		Active (Registered) MOM First Lien	
Reg Date	08/03/2007		
County	Maricopa	QR	N
Primary Borrower	HATCH, RICK	SSN	XXX-XX-3890
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$665.000.00	Note Date	07/26/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001947754-0 4112 SW 19TH PL CAPE CORAL, FL 33914		**Paid in full** MOM First Lien	
Reg Date	10/09/2008		
County	Lee	QR	N
Primary Borrower	WYDOCK, GARY	SSN	XXX-XX-4057
Co-Borrower	WYDOCK, LORI	SSN	XXX-XX-7581
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$488,000.00	Note Date	08/15/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001949924-7 8101 HAYFIELD COURT CLINTON, MD 20735		Active (Registered) MOM First Lien	
Reg Date	08/29/2007		
County	Prince George's	QR	N
Primary Borrower	WHITE, JOLANIA	SSN	XXX-XX-0077
Co-Borrower	COBBIN, JUAN	SSN	XXX-XX-3620
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$499,900.00	Note Date	08/20/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Centar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001950258-6 6312 W. HUNTINGTON STREET CHICAGO, IL 60646		Active (Registered) MOM First Lien	
Reg Date	09/07/2007		
County	Cook	QR	N
Primary Borrower	PERAN, MARGARET	SSN	XXX-XX-0359
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$100,000.00	Note Date	08/27/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002141-0706110002-3 1831 BILTMORE STREET NW #B WASHINGTON, DC 20009		Active (Registered) MOM First Lien	
Reg Date	08/31/2007		
County	District of Columbia	QR	N
Primary Borrower	COUTTS, KIRSTIN	SSN	XXX-XX-9521
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$100,000.00	Note Date	07/31/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001955957-8 4016 HIGHLAND CASTLE COURT LAS VEGAS, NV 89129		Active (Registered) MOM First Lien	
Reg Date	08/31/2007		
County	Clark	QR	N
Primary Borrower	CHELTENHAM, EDGAR	SSN	XXX-XX-1919
Co-Borrower	CHELTENHAM, SONYA	SSN	XXX-XX-7019
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$614,000.00	Note Date	08/24/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001961502-4 4104 RIVER AVE NEWPORT BEACH, CA 92663		Active (Registered) MOM First Lien	
Reg Date	09/12/2007		
County	Orange	QR	N
Primary Borrower	GOODGAME, GARY	SSN	XXX-XX-6998
Co-Borrower	GOODGAME, SHARI	SSN	XXX-XX-9132
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$650,000.00	Note Date	08/30/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1004931-0007001173-9 801 NOCONIA PL FUQUAY VARINA, NC 27526		Active (Registered) MOM First Lien	
Reg Date	08/24/2007		
County	Wake	QR	N
Primary Borrower	YOUNG, MARCELLUS	SSN	XXX-XX-9601
Co-Borrower	YOUNG, PEGGY	SSN	XXX-XX-5094
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$55,000.00	Note Date	08/23/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	Gateway Financial Mortgage, Inc.		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0002022257-0 7421 DUNSTON STREET SPRINGFIELD, VA 22151		Active (Registered) MOM First Lien	
Reg Date	10/11/2007		
County	Fairfax	QR	N
Primary Borrower	MACLACHLAN, NANCY	SSN	XXX-XX-1452
Co-Borrower	AGNEW, HUGH	SSN	XXX-XX-3504
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$581,250.00	Note Date	10/02/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0002337064-0 50 HILLCREST AVE ATTLEBOROUGH, MA 02703		Active (Registered) MOM First Lien	
Reg Date	10/09/2008		
County	Bristol	QR	N
Primary Borrower	JONES, LESHAWN	SSN	XXX-XX-5396
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$403,000.00	Note Date	03/21/2008
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000309-0010021358-9 269 LENOX AVE PATERSON, NJ 07502		Active (Registered) MOM First Lien	
Reg Date	06/22/2006		
County	Passaic	QR	N
Primary Borrower	SCIRO, ROSEMARIE	SSN	XXX-XX-6449
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$65,000.00	Note Date	06/15/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1002041-0000080565-5 115 HEMBREE GROVE COURT ROSWELL, GA 30076		Active (Registered) MOM First Lien	
Reg Date	10/05/2006		
County	Fulton	QR	N
Primary Borrower	HYDER, JOHN	SSN	XXX-XX-6512
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$75,000.00	Note Date	09/29/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000342-0005763195-8 14 LONG JOHN SILVER WAY WARETOWN, NJ 08758		Active (Registered) MOM First Lien	
Reg Date	05/03/2007		
County	Ocean	QR	N
Primary Borrower	SADOWSKI, ROBERT	SSN	XXX-XX-3732
Co-Borrower	SADOWSKI, MARGARET	SSN	XXX-XX-5102
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$320,000.00	Note Date	05/01/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002703-0000041065-9 9056 WOODLAND DR MEEKS BAY, CA 96142		Active (Registered) MOM First Lien	
Reg Date	09/05/2007		
County	El Dorado	QR	N
Primary Borrower	BELL, RICHARD	SSN	XXX-XX-0582
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$612,000.00	Note Date	08/23/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0007049314-7 100 WYNWARD POINTE DRIVE SALEM, SC 29676		Active (Registered) MOM First Lien	
Reg Date	10/09/2008		
County	Oconee	QR	N
Primary Borrower	HILSCHER, H	SSN	XXX-XX-5754
Co-Borrower	HILSCHER, SUSAN	SSN	XXX-XX-0946
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$650,000.00	Note Date	02/26/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002533-0000011167-0 6432 BRIDGE BAY LN ROGERS, AR 72758		Active (Registered) MOM First Lien	
Reg Date	12/06/2007		
County	Benton	QR	N
Primary Borrower	GOSNELL, CHRIS	SSN	XXX-XX-6418
Co-Borrower	BURNS, REBECCA	SSN	XXX-XX-7141
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$191,120.00	Note Date	11/30/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001200448-1 7100 BLUE WATER DRIVE BELEWS CREEK, NC 27009		Active (Registered) MOM First Lien	
Reg Date	06/19/2006		
County	Forsyth	QR	N
Primary Borrower	COMBS, KEVAN	SSN	XXX-XX-5481
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$506.200.00	Note Date	06/14/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001402092-3 434 STEWART AVE RIVER RIDGE, LA 70123		Active (Registered) MOM First Lien	
Reg Date	11/15/2006		
County	Jefferson	QR	N
Primary Borrower	BORDELON, BARRY	SSN	XXX-XX-7393
Co-Borrower	BLALACK BORD, CHARLIE	SSN	XXX-XX-8212
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$140,000.00	Note Date	10/31/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1002596-0000451980-0 1105 BROADVIEW DRIVE HIGHLANDS, NC 28741		Active (Registered) MOM First Lien	
Reg Date	10/02/2006		
County	Jackson	QR	N
Primary Borrower	CONLEY, GREGORY	SSN	XXX-XX-5509
Co-Borrower	CONLEY, LINDA	SSN	XXX-XX-8072
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$999,950.00	Note Date	09/29/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001460153-2 2260 LAKESIDE DRIVE ATHENS, GA 30605		Active (Registered) MOM First Lien	
Reg Date	01/17/2007		
County	Clarke	QR	N
Primary Borrower	MARTIN, STEPHEN	SSN	XXX-XX-7755
Co-Borrower	MARTIN, KAREN	SSN	XXX-XX-5316
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$150,000.00	Note Date	11/27/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001488273-6 2804 GALLANT HILLS DRIVE LAS VEGAS, NV 89135		Active (Registered) MOM First Lien	
Reg Date	12/06/2006		
County	Clark	QR	N
Primary Borrower	TUASON, LUCY	SSN	XXX-XX-8811
Co-Borrower	TUASON, HENRY	SSN	XXX-XX-9584
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$125,000.00	Note Date	11/28/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001606596-7 3818 CARDINAL BLVD PORT ORANGE, FL 32127		Active (Registered) MOM First Lien	
Reg Date	02/21/2007		
County	Volusia	QR	N
Primary Borrower	KEESLING, JAY	SSN	XXX-XX-1218
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$650,000.00	Note Date	02/12/2007
Servicer	1000373 - Colonial Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	N/A		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001607974-5 21607 NW 56TH PLACE NEWBERRY, FL 32669		Active (Registered) MOM First Lien	
Reg Date	08/13/2008		
County	Alachua	QR	N
Primary Borrower	LONG, GINA	SSN	XXX-XX-3278
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$141,750.00	Note Date	03/13/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0002777731-1 6 LOWELL DRIVE CASTLE ROCK, CO 80104		Active (Registered) MOM First Lien	
Reg Date	07/31/2008		
County	Douglas	QR	N
Primary Borrower	WILSON, GEORGE	SSN	XXX-XX-8242
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$196,000.00	Note Date	07/25/2008
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001700646-5 31 LEYFRED TERRACE SPRINGFIELD, MA 01108		Active (Registered) MOM First Lien	
Reg Date	05/15/2007		
County	Hampden	QR	N
Primary Borrower	BOUSSEAU, JERRY	SSN	XXX-XX-5173
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$225,000.00	Note Date	04/11/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1000918 - Credit Suisse First Boston LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001748251-8 6604 SPRINGCREST DRIVE GREENBELT, MD 20770		Active (Registered) MOM First Lien	
Reg Date	05/15/2007		
County	Prince George's	QR	N
Primary Borrower	BANGURA, RAMATU	SSN	XXX-XX-7836
Co-Borrower	BANGURA, ALIE	SSN	XXX-XX-9350
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$484,600.00	Note Date	05/01/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001749694-8 10230 LITTLE WHITEOAK ROAD CHARLOTTE, NC 28215		Active (Registered) MOM First Lien	
Reg Date	05/31/2007		
County	Mecklenburg	QR	N
Primary Borrower	RAHMAN, MEHEDI	SSN	XXX-XX-9063
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$270,248.00	Note Date	05/24/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001752048-1 213 WOODVINE WAY MAULDIN, SC 29662		Active (Registered) MOM First Lien	
Reg Date	08/15/2007		
County	Greenville	QR	N
Primary Borrower	MAYS, DAVID	SSN	XXX-XX-1530
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$195,700.00	Note Date	06/18/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001756849-8 710 LATROBE WAY MACON, GA 31210		Active (Registered) MOM First Lien	
Reg Date	07/02/2007		
County	Bibb	QR	N
Primary Borrower	BUTCHER, BARRY	SSN	XXX-XX-6598
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$609,300.00	Note Date	06/15/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001771663-4 168 BERNICE AVE MARTINSBURG, WV 25405		Active (Registered) MOM First Lien	
Reg Date	05/31/2007		
County	Berkeley	QR	N
Primary Borrower	BERRY, DENESIA	SSN	XXX-XX-6730
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$164,600.00	Note Date	05/21/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001774530-2		Active (Registered) Foreclosure pending (Option 2), retained on MERS	
4601 SOUTH BELMOUR WAY SALT LAKE CITY, UT 84117		MOM First Lien	
Reg Date	05/24/2007		
County	Salt Lake	QR	N
Primary Borrower	GRAY, MARILYN	SSN	XXX-XX-1819
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$550,000.00	Note Date	05/09/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001776184-6 3143 MULBERRY GREENS LANE JEFFERSON, GA 30549		Active (Registered) MOM First Lien	
Reg Date	07/02/2007		
County	Jackson	QR	N
Primary Borrower	KNIGHT JR, ARTHUR	SSN	XXX-XX-7933
Co-Borrower	KNIGHT, ANDREA	SSN	XXX-XX-8278
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$468,750.00	Note Date	06/25/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001812976-1 1500 TIMOTHY ROAD #14 ATHENS, GA 30606		Active (Registered) MOM First Lien	
Reg Date	07/11/2007		
County	Clarke	QR	N
Primary Borrower	SCHWARTZ, MICHAEL	SSN	XXX-XX-3258
Co-Borrower	SCHWARTZ, JESSICA	SSN	XXX-XX-5932
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$147,900.00	Note Date	06/22/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001832578-1 237 HAWTHORNE HEDGE LANE JACKSONVILLE, FL 32259		Active (Registered) MOM First Lien	
Reg Date	08/15/2007		
County	St. Johns	QR	N
Primary Borrower	PARKER, AMANDA	SSN	XXX-XX-7316
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$247,500.00	Note Date	06/29/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1003649-0001860920-5 630 NORTH STATE ST CHICAGO, IL 60610		Active (Registered) MOM First Lien	
Reg Date	07/16/2007		
County	Cook	QR	N
Primary Borrower	BREEDEN, DOUGLAS	SSN	XXX-XX-8490
Co-Borrower	BREEDEN, MARK	SSN	XXX-XX-7843
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$450.000.00	Note Date	07/13/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001869251-1 825,829 AND 833 ORO TERRACE LOS ANGELES, CA 90731		Active (Registered) MOM First Lien	
Reg Date	07/31/2007		
County	Los Angeles	QR	N
Primary Borrower	PEITZMEIER, MARC	SSN	XXX-XX-9247
Co-Borrower	PEITZMEIER, LIZA	SSN	XXX-XX-6962
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$625,000.00	Note Date	07/19/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001870290-6 3100 ABBEY DR ATLANTA, GA 30331		Active (Registered) MOM First Lien	
Reg Date	07/02/2007		
County	Fulton	QR	N
Primary Borrower	ST. LEWIS, ANTHONY	SSN	XXX-XX-7008
Co-Borrower	BLACKWELL, DORSEL	SSN	XXX-XX-1882
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$433,940.00	Note Date	06/26/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001899771-2 620-A MARTINEZ LANE SANTA FE, NM 87505		Active (Registered) MOM First Lien	
Reg Date	07/26/2007		
County	Santa Fe	QR	N
Primary Borrower	ROBEY, SCOTT	SSN	XXX-XX-4981
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$780,000.00	Note Date	07/17/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001905816-7 21 ORCHID LANE BRICK, NJ 08724		Active (Registered) MOM First Lien	
Reg Date	07/31/2007		
County	Ocean	QR	N
Primary Borrower	DECKER, GLORIA	SSN	XXX-XX-0791
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$126,000.00	Note Date	07/23/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1000918 - Credit Suisse First Boston LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001912956-2 9357 EAST TRAILSIDE VIEW SCOTTSDALE, AZ 85255		Active (Registered) MOM First Lien	
Reg Date	08/03/2007		
County	Maricopa	QR	N
Primary Borrower	HATCH, RICK	SSN	XXX-XX-3890
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$665,000.00	Note Date	07/26/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001947754-0
4112 SW 19TH PL
CAPE CORAL, FL 33914

Paid in full
MOM
First Lien

Reg Date	10/09/2008		
County	Lee	QR	N
Primary Borrower	WYDOCK, GARY	SSN	XXX-XX-4057
Co-Borrower	WYDOCK, LORI	SSN	XXX-XX-7581
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$488,000.00	Note Date	08/15/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001949924-7 8101 HAYFIELD COURT CLINTON, MD 20735		Active (Registered) MOM First Lien	
Reg Date	08/29/2007		
County	Prince George's	QR	N
Primary Borrower	WHITE, JOLANIA	SSN	XXX-XX-0077
Co-Borrower	COBBIN, JUAN	SSN	XXX-XX-3620
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$499,900.00	Note Date	08/20/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0001950258-6 6312 W. HUNTINGTON STREET CHICAGO, IL 60646		Active (Registered) MOM First Lien	
Reg Date	09/07/2007		
County	Cook	QR	N
Primary Borrower	PERAN, MARGARET	SSN	XXX-XX-0359
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$100,000.00	Note Date	08/27/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002141-0706110002-3 1831 BILTMORE STREET NW #B WASHINGTON, DC 20009		Active (Registered) MOM First Lien	
Reg Date	08/31/2007		
County	District of Columbia	QR	N
Primary Borrower	COUTTS, KIRSTIN	SSN	XXX-XX-9521
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$100,000.00	Note Date	07/31/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001955957-8 4016 HIGHLAND CASTLE COURT LAS VEGAS, NV 89129		Active (Registered) MOM First Lien	
Reg Date	08/31/2007		
County	Clark	QR	N
Primary Borrower	CHELTENHAM, EDGAR	SSN	XXX-XX-1919
Co-Borrower	CHELTENHAM, SONYA	SSN	XXX-XX-7019
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$614,000.00	Note Date	08/24/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0001961502-4 4104 RIVER AVE NEWPORT BEACH, CA 92663		Active (Registered) MOM First Lien	
Reg Date	09/12/2007		
County	Orange	QR	N
Primary Borrower	GOODGAME, GARY	SSN	XXX-XX-6998
Co-Borrower	GOODGAME, SHARI	SSN	XXX-XX-9132
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$650,000.00	Note Date	08/30/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1004931-0007001173-9 801 NOCONIA PL FUQUAY VARINA, NC 27526		Active (Registered) MOM First Lien	
Reg Date	08/24/2007		
County	Wake	QR	N
Primary Borrower	YOUNG, MARCELLUS	SSN	XXX-XX-9601
Co-Borrower	YOUNG, PEGGY	SSN	XXX-XX-5094
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$55.000.00	Note Date	08/23/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	Gateway Financial Mortgage, Inc.		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0002022257-0 7421 DUNSTON STREET SPRINGFIELD, VA 22151		Active (Registered) MOM First Lien	
Reg Date	10/11/2007		
County	Fairfax	QR	N
Primary Borrower	MACLACHLAN, NANCY	SSN	XXX-XX-1452
Co-Borrower	AGNEW, HUGH	SSN	XXX-XX-3504
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$581,250.00	Note Date	10/02/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	1004063 - Ocala Funding, LLC		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000295-0002337064-0 50 HILLCREST AVE ATTLEBOROUGH, MA 02703		Active (Registered) MOM First Lien	
Reg Date	10/09/2008		
County	Bristol	QR	N
Primary Borrower	JONES, LESHAWN	SSN	XXX-XX-5396
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$403,000.00	Note Date	03/21/2008
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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MIN SUMMARY

Summary

1000309-0010021358-9 269 LENOX AVE PATERSON, NJ 07502		Active (Registered) MOM First Lien	
Reg Date	06/22/2006		
County	Passaic	QR	N
Primary Borrower	SCIRO, ROSEMARIE	SSN	XXX-XX-6449
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$65,000.00	Note Date	06/15/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002041-0000080565-5 115 HEMBREE GROVE COURT ROSWELL, GA 30076		Active (Registered) MOM First Lien	
Reg Date	10/05/2006		
County	Fulton	QR	N
Primary Borrower	HYDER, JOHN	SSN	XXX-XX-6512
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$75,000.00	Note Date	09/29/2006
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000342-0005763195-8 14 LONG JOHN SILVER WAY WARETOWN, NJ 08758		Active (Registered) MOM First Lien	
Reg Date	05/03/2007		
County	Ocean	QR	N
Primary Borrower	SADOWSKI, ROBERT	SSN	XXX-XX-3732
Co-Borrower	SADOWSKI, MARGARET	SSN	XXX-XX-5102
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$320,000.00	Note Date	05/01/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002703-0000041065-9 9056 WOODLAND DR MEEKS BAY, CA 96142		Active (Registered) MOM First Lien	
Reg Date	09/05/2007		
County	El Dorado	QR	N
Primary Borrower	BELL, RICHARD	SSN	XXX-XX-0582
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$612,000.00	Note Date	08/23/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1000295-0007049314-7 100 WYNWARD POINTE DRIVE SALEM, SC 29676		Active (Registered) MOM First Lien	
Reg Date	10/09/2008		
County	Oconee	QR	N
Primary Borrower	HILSCHER, H	SSN	XXX-XX-5754
Co-Borrower	HILSCHER, SUSAN	SSN	XXX-XX-0946
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$650,000.00	Note Date	02/26/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date

No Pending Batches!

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MIN SUMMARY

Summary

1002533-0000011167-0 6432 BRIDGE BAY LN ROGERS, AR 72758		Active (Registered) MOM First Lien	
Reg Date	12/06/2007		
County	Benton	QR	N
Primary Borrower	GOSNELL. CHRIS	SSN	XXX-XX-6418
Co-Borrower	BURNS, REBECCA	SSN	XXX-XX-7141
Pool Number	N/A	Investor Loan Number	N/A
Note Amount	$191,120.00	Note Date	11/30/2007
Servicer	1005055 - Urban Trust Bank		
Custodian	N/A		
Investor	1005055 - Urban Trust Bank		
Subservicer	1000383 - Cenlar FSB		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

Pending Batches

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

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PAY OFF STATEMENT
FAX COVER SHEET

To: Lori Vigil Date: 7/15/2009

Company: South Western Title Fax Number: 5059462947

From: Gawkar, Vivek Number of pages: 2

Payoff figures must be verified within 24 hours of payoff. The total amount necessary to pay off the loan is subject to final verification from the Note holder. We reserve the right to adjust or refuse any funds that are not sufficient to pay the loan in full; including, but not limited to, dishonored payments and disbursements or adjustments made between the date of this payoff statement and the receipt of the payoff funds. Payoff funds must be certified payment or sent via bank wire. Mailed payoffs should be sent to: Taylor, Bean & Whitaker Mortgage Corp., 1417 N. Magnolia Ave., Ocala, FL 34475, Attention Payoff Department. Wiring instructions are listed below. Escrow/Tax & Insurance balances may not be utilized toward the payoff. For same day credit, payoff funds must be received by 3:00 p.m. EST, Monday through Friday. Please provide the seller's forwarding address.

**********PLEASE CALL 1-888-225-2164 TO VERIFY AMOUNTS**********

If this loan has an escrow account, escrow disbursements will continue to be made as scheduled, until loan is paid in full

Issuance of this statement does not suspend the requirement to make the loan payments. Please be advised, late charges may be assessed to your account and/or your credit may be effected if your payment is not received on time.

It is the customer's responsibility to cancel any automatic payment arrangements, which TB&W may continue to withdraw unless cancellation is requested and received in this office at least 10 business days prior to the next withdrawal date. Do not stop payment on any payment already made. Overpayments will be refunded within 15 days of receipt of sufficient payoff funds

The lien release will be mailed in accordance with applicable laws and loan documents. The lien will not be released if A) any funds previously received are rejected by the bank upon which they are drawn, or B) an insufficient amount is received to pay off the loan in full.

For verification or update of figures, please call our Customer Relations Department at **1-888-225-2164**.

Payoff Wiring Instructions

Beneficiary Bank (TBW Receiving Bank):	Colonial Bank 201 E. Pine Street Orlando, Florida 32801 *Bank entry may State - Birmingham or Montgomery, Alabama*
Beneficiary Bank ABA Number (TBW Receiving Bank):	062001319 – Fed Wire Only
Beneficiary – (Taylor, Bean & Whitaker):	Account Number to Credit: 803-715-2645
Beneficiary Name (Account Title):	TBW Custodial Clearing
Account Type:	Checking
Bank to Bank Information (Reference):	Borrower(s) Loan number, Full Name and Purpose of wire

IMPORTANT NOTICE

Colonial Bank will reject any incoming Fed Wire, Transfer or Military Allotment for incomplete or invalid information without our knowledge.

Taylor, Bean & Whitaker reserves the right to reject any incoming funds for insufficient information or amount due and will not be held responsible for any accrued interest or charges.

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TAYLOR, BEAN & WHITAKER MORTGAGE CORP
1417 N. Magnolia Avenue
Ocala, FL 34475-9078
(868)225-2164

July 15, 2009

Payoff Statement

Loan Number: 1899771
Investor: 01 503 001

Property Address
620-A Martinez Lane
Santa Fe NM 87505

SCOTT R. ROBEY
231 WASHINGTON AVE
SANTA FE NM 87501

Borrower
Scott R. Robey
231 Washington Ave
SANTA FE NM 87501

Account Information

Loan Type:	Conventional
Interest Calculation Method:	Fannie Mae Loan
Estimated Payoff Date:	07/17/09
Due Date Next Payment:	08/01/09
Current Interest Rate:	7.00000
Daily Interest Rate:	.00019178
Daily Interest Amount:	149.59

Balances

T&I Balance:	-5,042.45
Delinquent Late Charges:	.00
Returned Check Balance:	.00
Miscellaneous Fee Balance:	.00
Unapplied Balance:	.00
Subsidy Balance:	.00
Calculated Late Charges From Due Date to Payoff Date:	.00

Amounts for Payoff

Principal Balance:	780,000.00
+ Interest Due:	2,393.42
- Unapplied Balance:	.00
- T&I Balance.	-5,042.45
- Subsidy Balance	.00
+ Delinquent Late Charges Due:	.00
+ Calculated Late Charges:	.00
+ Returned Check Charges Due:	.00
+ Total FCL/Bank Fees Due.	.00
+ MIP/PMI Payment Due:	.00
+ Miscellaneous Fees Due.	.00
+ Satisfaction Recording Fee	9.00
Total Amount Due	**787,444.87**

Important Information

DISCLAIMER: Figures MUST be verified within 24 hours of payoff. The total amount necessary to pay off the loan is subject to final verification from the noteholder. We reserve the right to adjust or refuse any funds that are not sufficient to pay the loan in full. Funds MUST be certified and overnighted to 'Attention: Payoffs' at the above address. T&I Balance can not be used. Disbursements or dishonored payments may affect final payoff. Please provide seller's forwarding address.

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Withdrawals and Other Debits

Date	Description	Amount
07-15	WT TO CHARTER BANK FBO CHARTER BANK/VC 2005	446,640.97
07-15	WT TO BANK OF AMERICA FBO MRC/+15.FEE/VC 2005	36,598.68
07-15	WT VIA DI TO COMMINITY BANK FBO FLOYD GONZALES & SHIRLEY RIGGS/+15.FEE/VC 2005	5,144.74
07-15	WT TO COMMUNITY BANK FLOYD GONZALES & SHIRLEY RIGGS/+15.FEE/VC 2005	5,244.74
07-15	WT TO COMMUNITY BANK FBO FLOYD GONZALES & SHIRLEY RIGGS/+15.FE/VC2005	5,234.74
07-17	WT TO COMPASS BANK FBO VERGAS VERDE/+15.FEE/VC 2005	209,579.22
07-17	WT TO COLONIAL BANK FBO TAYLOR BEAN & WHITAKER +15.FEE/VC 2005	787,469.87
07-17	WT TO CHARTER BANK FBO CHARTER BANK/+15.FEE/ VC2005	22,239.96
07-17	WT TO THE BANK OF NEW YORK LPL FINANCAL/+15.00/VC 2005	148,530.11
07-17	WT VIA FAX/JP MORGAN CHASE/ FBO CHASE HOME FINANCE/+ 15.00FEE/CC2006	235,861.24
07-17	WT VIA FAX/CITIBANK NA NY/FBO BROWN BROTHERS HARRIMAN & CO/+15.00 FEE/CC2006	6,015.00
07-17	WT TO COLONIAL BANK FBO TAYLOR BAN & WHITAKER +15.FEE/VC 2005	787,459.87
07-20	WT TO JPMORGAN FBO CHASE HOME FINANCE +15.FEE/VC 2005	261,678.21
07-20	TSF TO NOLAN TILLMAN AND MARILYN TILLMAN/SWTE/VC 2005	1,045.95
07-20	ISSUE CC #813018/FORDHAM BO FILE #09040802	178,325.38
07-23	WT TO LANB/FBO LANB/+15.FEE/ VC 2005	193,707.87
07-24	WT VIA DI TO BANK OF AMERICA FBO BANK OF AMERICA/VC 2005	211,749.37
07-27	WT TO BANK OF AMERICA NA NY/ FBO MRC/ CA2002/	295,123.12

Please examine at once and advise us promptly of any questions concerning your account. See reverse side of page 1 for important information.

Continued on Next Page

WALLACE JOSHUA	660 STATE RT 109	STURGIS	KY	42459
HAYES WILLIAM	209 E WILSON ST # 155	VILLA RICA	GA	30180
WRIGHT THERESA	3428 SOUTHLAKE AVE	BATON ROUGE	LA	70810
VUE YER	12407-12409 E 11TH CT	TULSA	OK	74129
ZANDI THERESA	7303 MATISSE POINTE	JONESTOWN	TX	78645
HUME LORI	530 CHARLESINA DR	OAKLAND TWP	MI	48306
WEI GAOHONG	5480 SHATTUCK AVE	FREMONT	CA	94555
GUTIERREZ LUIS	212 ALPINE RD	DILLON	CO	80435
TITUS MARTY	1531 S OLD HWY 91	NEW HARMONY	UT	84757
CAMPOS ALEJANDR	3545 W VIRGINIA AVE	DENVER	CO	80219
HOLLIMAN BRENDA	744 BAKER ST	CUMBERLAND	MD	21502
WILSON GEORGE	6 LOWELL DR	CASTLE ROCK	CO	80104
YUN KYUNO	8908 ROSETTA CIR	SACRAMENTO	CA	95826
MILIKOVIC MIRSA	8412 S HOLLAND CT UNIT 206	LITTLETON	CO	80128
PIERI SERGIO	13804 RED HILL PL	VICTORVILLE	CA	92395
HORN ANDREW	264 HWY 57 UNIT 111	SISTER BAY	WI	54234
ESPOSITO DOMINI	65 FAIR ST	MERIDEN	CT	06451
SANDAHL CHARLES	1515 B BIRDSALL	HOUSTON	TX	77007
AUDREY ROTH	RT 1 BOX 118	SALLISAW	OK	74955
WHEELER PAUL	3341 S 136TH ST	TULSA	OK	74134
SANCHEZ JORGE	3034 N GRESHAM AVE	CHICAGO	IL	60618
GRAHAM JON	3974 HERBERT RD	SAN ANGELO	TX	76905
FAULKNER DANIEL	71 BURNCOAT LN	LEICESTER	MA	01524
ROGERS LEONARD	2711 EAST ST	SAN DIEGO	CA	92102
WILKINSON CORY	1736 SW 18TH ST	OKLAHOMA CITY	OK	73108
BENAVIDEZ VALEN	2325 W SELDON LN	PHOENIX	AZ	85021
ARCHIE CURTIS	414 N BOULDIN ST	BALTIMORE	MD	21224
MONTANO MARIO	104 NUTMEG LN	EULESS	TX	76039
O'STEEN STEVEN	453 SE QUARTER HORSE LN	LAFAYETTE	FL	32066
PEREZ NIURIS	2580 NE JUNIPER DR	LEE	FL	32059
PETERSEN DOUGLA	2760 29TH AVE	SACRAMENTO	CA	95820
HOFER JEANETTE	308 MOUNTAIN VIEW AVE	PETALUMA	CA	94952
ANDRADE UBALDO	256 HIGH MESA RD	LOS LUNAS	NM	87031
ROGERS RUSSELL	127 ELLICKSON ST	ARLINGTON	WI	53911
ANDRA AVRAM	7227 N KARLOV AVE	LINCOLNWOOD	IL	60712
WILLIAMS STACEY	1926 BLACKWOOD COMMON	LIVERMORE	CA	94551
MUSHINSKY RONAL	W3375 MC DONALD RD	LAKE GENEVA	WI	53147
SIMMONS ROBERT	1179 HIGHWAY 84 E	AMITY	AR	71921
LANDGRAF CARRIE	1028 N TRACY ST	VISALIA	CA	93292
DELAPOTAIRE NEL	3164 BENTON SQUARE DR	OLNEY	MD	20832

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EXHIBIT C

JOSEPH DAYTON FOLEY, JR.
PROFESSIONAL ASSOCIATION
ATTORNEY AT LAW

June 11, 2010

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

Re: Taylor, Bean & Whitaker Mortgage Corp.
Case No. 3:09-bk-07047-JAF

Dear Sir or Madam:

Enclosed please find an original and a copy of the Urban Trust Bank Proof of Claim for filing in the above-referenced case. Please acknowledge the filing of the proof of claim by stamping the copy and returning the stamped copy to Urban Trust Bank in the enclosed self-addressed Federal Express Envelope.

If you have any questions, please call me at (407) 629-6060.

Thank you for your assistance with regard to this matter.

Very truly yours,

JOSEPH DAYTON FOLEY, JR.,
PROFESSIONAL ASSOCIATION

By: _____
Joseph Dayton Foley, Jr.

JDF/mt

cc: Urban Trust Bank

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TELEPHONE: 407.629.6060
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