

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

In re:

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,**

Debtor.

Chapter 11

Case No. 3:09-BK-07047-JAF

**MOTION OF THE DEBTOR SEEKING ORDER: (A) AUTHORIZING THE
DEBTOR TO OBTAIN POSTPETITION FINANCING FROM THE DIP LENDER
ON A FINAL BASIS PURSUANT TO SECTIONS 105 AND 364 OF THE
BANKRUPTCY CODE; (B) PROVIDING LIENS, SECURITY INTERESTS AND
SUPERPRIORITY CLAIMS TO THE DIP LENDER; AND (C) APPROVING
THE FORM AND METHOD OF NOTICE THEREOF**

<p>A final hearing to consider and act upon this motion pursuant to Fed. F. Bankr. P. 4001(c)(2) will be held in Courtroom 4D, Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, Florida, on Thursday, November 5, 2009, at 9:30 a.m. before The Honorable Jerry A. Fund, United States Bankruptcy Judge.</p>
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Taylor, Bean & Whitaker Mortgage Corp., debtor and debtor-in-possession herein (the “Debtor”), hereby files this motion (the “Motion”) pursuant to sections 105 and 364 of the U.S. Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), for entry of an Order approving postpetition financing pursuant to a senior, secured, priming credit facility (the “DIP Facility”).

(A) The Motion seeks authorization and approval of the DIP Facility, on the terms consistent with those set forth in the Debtor-In-Possession Loan Agreement (the “DIP Loan Agreement”), a copy of which is attached hereto as Exhibit “A” and the other “DIP Loan Documents” as defined in the DIP Loan Agreement, as they may be modified

from time to time.¹ The DIP Lender shall be Selene Residential Mortgage Opportunity Fund, L.P. ("Selene"). The Advances made under the DIP Loan Agreement (the "DIP Loans") shall be available, among other things, to pay (a) Debtor's ordinary course ongoing operating expenses, and (b) certain administrative fees and expenses approved by the Court. Among other conditions precedent to the DIP Facility is that the Court shall have entered an order in form and content reasonably satisfactory to the DIP Lender, pursuant to the Bid Procedures Motion filed concurrently by the Debtor, providing that Selene RMOF REO Acquisition II LLC ("Acquisition"), which is an affiliate of the DIP Lender, shall have been named the stalking horse bidder for the purchase of the Real Estate Assets identified for sale in the Bid Procedures Motion on terms and conditions that are reasonably acceptable to Acquisition.

(B) The Motion seeks an order:²

a. That the allowed claims (the DIP Superpriority Claim) of the DIP Lender under the DIP Loan Documents shall have priority, as provided for in Section 364(c) of the Bankruptcy Code over any and all other administrative expenses, except for the payment of up to \$2.5 million comprising the Carve-out described below, which includes fees and expense reimbursement due to professionals of the Debtor and of the Committee of Unsecured Creditors (the "Creditors' Committee", and fees of the U.S. Trustee and any chapter 7 trustee appointed for the Debtor;

¹ Defined terms used in this Motion and not defined herein shall have the meaning given to such terms in the DIP Loan Agreement.

² This Motion contains a summary of the salient terms of the DIP Loan Agreement and is qualified in its entirety by reference to the provisions of the DIP Loan Agreement and the proposed Order annexed hereto.

b. That the liens of the DIP Lender shall be, and be deemed immediately secured by, first-priority liens (the “DIP Liens”), as provided for in Sections 364 (c) and (d) of the Bankruptcy Code, upon a discrete portfolio of REO residential properties identified on Exhibit “B” hereto (the “DIP Lien REO Properties”), the proceeds thereof being collectively referred to as the “Collateral”;

c. If necessary, that adequate protection, pursuant to sections 361(a), 363(c) and 364(d)(1) of the Bankruptcy Code, shall be granted to those entities, if any, holding existing liens or claims upon the DIP Lien REO Properties, which liens and claims are to be junior to liens to be granted to the DIP Lender pursuant and subject to the terms of the Order; and

d. That a hearing (the “Hearing”), pursuant to Bankruptcy Rule 4001 shall be held on the Motion for this Court to consider entry of an order (the “Order”)³ approving the DIP Facility, on a permanent basis, as set forth herein and in the DIP Loan Agreement.

In support of its Motion, the Debtor respectfully represents as follows:

BANKRUPTCY RULE 4001 SUMMARY OF RELIEF REQUESTED

Pursuant to Bankruptcy Rule 4001(c)(1)(B), a concise statement of material provisions of the proposed DIP Loan Agreement and form of Order is as follows:

³ A copy of the proposed Order is annexed hereto as Exhibit “C” hereof.

A. Interest Rate: The LIBOR Rate plus 8.00%. The default interest rate is the LIBOR Rate plus 13%. (*See* DIP Loan Agreement § 2.3(a)).

B. Maturity: The earliest to occur of (1) the effective date of a plan of reorganization for the Debtor approved by the Bankruptcy Court, (2) the sale of all or substantially all of Debtor's Real Estate Assets under Section 363 of the Bankruptcy Code, or (3) the date that is 180 days after entry of the Order. (*See id.*, § 2.4(b)(i)).

C. Events of Default: Failure to make a payment when due; breach of any representation, warranty, or covenant after applicable grace or cure periods have expired; material adverse changes; injunction against the Debtor; failure of this Court to enter an order approving the 363 Sale within 150 days after the date of the DIP Loan Agreement; failure to close the 363 Sale within 180 days after the DIP Loan Agreement; default by the Debtor under the Order; payment by the Debtor of an unauthorized payment; or invalidity of the DIP Loan Documents; or creation of liens or allowance of claims in parity with or superior to the Superpriority Claims of the DIP Lender. (*See id.* Article 8).

D. Liens: The DIP Lender shall have first priority liens under Sections 364 (c) and (d) on a portfolio of residential properties identified on Schedules 4.1(a), (b) and (c) to the DIP Loan Agreement, comprising the DIP Lien REO Properties and related assets, which had been, prior to Debtor taking title pursuant to foreclosure sales, the subject of mortgages securing mortgage loans. (*See id.* § 4.1).

E. Borrowing Limits: Up to principal amount of \$25 million and potentially another \$175,000. (*See id.* § 2.1(a) and §13.7).

F. Borrowing Conditions: Delivery of DIP Loan Documents, corporate resolutions, entry of the Order and the Bid Procedures Order, naming Acquisition as the stalking horse bidder for Debtor's Real Estate Assets, which shall not be subject to an appeal or stay, no Default or Event of Default existing, evidence that insurance required by the DIP Loan Documents is in force, delivery of legal opinions, acknowledgments by non-SPE subsidiaries consenting to the DIP financing; the DIP Lender's satisfaction with its due diligence investigation of the Collateral; Debtor's certification of notice of this Motion and relief sought in the Order has been provided to the Subsidiaries, SecurityOne Valuation Services, LLC and the Debtor's pre-petition warehouse lenders and delivery by the Debtor of a Borrowing Base Certificate. (*See id.* Article 3).

G. Priming Lien Under Section 364(d): Debtor believes that there are no valid consensual liens or mortgages on the DIP Lien REO Properties. The Motion does not seek to prime any known non-consensual liens for taxes or otherwise. Nevertheless, out of an abundance of caution, the Debtor will seek a priming lien as to any entity that is able to establish at the Hearing that it possesses a valid lien on the DIP Lien REO Properties that are not exempted from the DIP Liens under the Credit Agreement.

H. Adequate Protection: Debtor does not believe that it will be necessary to provide adequate protection to any entity in exchange for the DIP Liens. However, if ordered by this Court, the DIP Loan Agreement allows the Debtor to make such payments. (*See id.* § 4.3(d)).

I. Waiver of Automatic Stay: The Order will provide that the automatic stay terminates five (5) business days after notice is given of the occurrence of an event default unless the Court holds that no event of default occurred.

J. Section 506(c) Limitation: Claims under 506(c) are deemed waived. (*See id.* § 8.12).

K. Indemnity Provisions: The DIP Lender is entitled to be indemnified and held harmless for certain liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements with respect to the execution, delivery, enforcement, performance, preservation of rights and administration of the DIP Loan Documents, and to other indemnification provisions as more particularly described in the DIP Loan Agreement. (*See id.* § 10.01).

JURISDICTION

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding is proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 361, 362, 363 and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004 and 9014.

BACKGROUND

2. On August 24, 2009 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Clerk of this Court.

3. The Debtor continues to operate its business and manage its properties as debtor in possession pursuant to §§ 1107 and 1108.

4. Until very recently, the Debtor was the largest independent (i.e. non-depository owned) mortgage lender in the United States. Headquartered in Ocala, Florida, the Debtor employed approximately 2,400 people across the country. The largest offices were in Ocala, Florida; Atlanta, Georgia; and Tampa, Florida. The Debtor's principal business was comprised of:

- Origination, underwriting, processing and funding of conforming conventional and government-insured residential mortgage loans;
- Sale of mortgage loans into the "secondary market" to government-sponsored enterprises such as the Federal Loan Mortgage Corporation ("**Freddie Mac**") or the Government National Mortgage Association ("**Ginnie Mae**"); and
- Mortgage payment processing and loan servicing.

5. For a detailed description of the Debtor's business operations and the reasons for the filing of this Case, please see the description contained in the Debtor's Case Management Summary [Docket No. 4].

6. In the course of its normal operations, Debtor has acquired title through foreclosure sales conducted under the direction of Debtor to approximately 2000 residential properties located throughout the United States, which properties had been subject to mortgages securing mortgage loans. These residential properties, which include without limitation the DIP Lien REO Properties, are referred to in this Motion as the "REO Properties." Debtor holds fee simple title to the DIP Lien REO Properties free and clear of any valid liens, claims or encumbrances, other than possible encumbrances in the nature of tax liens and easements or

other Permitted Liens described in the DIP Loan Agreement. (The Debtor does not concede that its title to the remainder of the REO Properties is subject to such liens, claims or encumbrances).

7. The Debtor is in need of additional financing to, among other things, (a) permit the orderly liquidation of its business, including without limitation the “Servicing Reconciliation” which is the subject of the Stipulation and Agreed Order Between Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank dated September 11, 2009 [Docket No. 222] and (b) pay the costs of administration of its estate. Absent an infusion of liquidity, the Debtor is likely to experience significant disruptions in its ability to liquidate its operations on an orderly basis, which ultimately would have a disastrous effect on the value of the Debtor’s estate.

8. As part of the Debtor’s recent financial analysis and projections, the Debtor has developed a 13-week cash flow forecast, which takes into account anticipated cash receipts and disbursements during that time. A copy of the forecast is attached hereto as Exhibit “D.” This forecast considers a number of factors, including, among others, the impact of a bankruptcy filing, material cash disbursements and required payments.

9. Absent approval of the DIP Facility, the Debtor’s financial analysis and projections make clear that the Debtor’s current cash on hand and cash generated from liquidations will be insufficient to, among other things, complete the Servicing Reconciliation and continue the orderly wind-down of its business and satisfy other working capital and administrative expense needs during the pendency of this Chapter 11 case, all of which are necessary to preserve the value of the estate.

RELIEF REQUESTED

A. Detailed Summary of DIP Facility.

10. By this Motion, the Debtor seeks the issuance and entry of an Order of this Court granting the Debtor the authority to obtain debtor-in-possession financing under the terms and provisions of the DIP Loan Agreement and the DIP Loan Documents. The salient provisions of the DIP Loan Agreement are as follows:

- a. Borrower. Taylor Bean & Whitaker Mortgage Corp.
- b. DIP Lender. Selene and/or other financial institutions selected by Selene.
- c. DIP Facility. A first priority secured credit facility to be provided to the Borrower with a maximum credit amount of \$25,000,000.
- d. Maturity of the DIP Facility. The earliest to occur of (1) the effective date of a Chapter 11 plan for the Debtor, (2) the sale of substantially all of Debtor's Real Estate Assets under Section 363, or (3) the date that is 180 days after entry of the Order. (*See id.*, § 2.4(b)(i)).
- e. Use of Proceeds. The DIP Facilities shall be used, among other things, to pay (a) Debtor's ordinary course ongoing operating expenses, and (b) certain administrative fees and expenses approved by the Court.
- f. Security. Except for the Carve-out, the DIP Facility shall be secured in accordance with sections 364(d) of the Bankruptcy Code by valid, binding, continuing, enforceable, fully perfected and unavoidable first-priority senior priming security interests in, and liens upon the Collateral.

g. Carve-out. As discussed in more detail below, the DIP Lender's liens will be subject to a Carve-out for certain professional fees, administrative expenses, U.S. Trustees' fees and any Chapter 7 trustee's fees in an aggregate amount up to \$2,500,000.

h. Interest. Advances outstanding under the Revolver would bear interest at the LIBOR Rate plus 8.00%. The default rate of interest is the LIBOR Rate plus 13.00%.

i. Mandatory Repayments:

(i) Termination Date: The Obligations are due and payable on the Termination Date.

(ii) Asset Sales: Repayments in the amount of all of the Net Cash Proceeds of the sale or other disposition of any of the DIP Lien REO Properties.

(iii) Extraordinary Receipts: Proceeds from any insurance tax or condemnation claims or awards.

j. Conditions to Closing and Funding. Other conditions appropriate in the judgment of DIP Lender and customary for financings of this type, including, without limitation, the following: Delivery of DIP Loan Documents, corporate resolutions, entry of the Order and the Bid Procedures Order, naming Acquisition as the stalking horse bidder for Debtor's Real Estate Assets, which shall not be subject to an appeal or stay, no Default or Event of Default existing, evidence that insurance required by the DIP Loan Documents is in force, delivery of legal opinions, acknowledgments by non-SPE subsidiaries consenting to the DIP financing, the DIP Lender's satisfaction with its due diligence investigation of the Collateral, Debtor's certification of notice of this Motion and relief sought in the Order has been provided to the Subsidiaries, SecurityOne Valuation Services, LLC and the Debtor's pre-petition warehouse lenders and delivery by the Debtor of a Borrowing Base Certificate.

k. Events of Default. As set forth in the DIP Loan Agreement, the following is a brief summary of the “Events of Default” as defined therein: failure to make a payment when due; breach of any representation, warranty, or covenant after applicable grace or cure periods have expired; material adverse changes; injunction against the Debtor; failure of Debtor to obtain from this Court an order approving the 363 Sale within 150 days after the date of the DIP Loan Agreement; failure to close the 363 Sale within 180 days after the DIP Loan Agreement; default by the Debtor under the Order; payment by the Debtor of an unauthorized payment; invalidity of the DIP Loan Documents; or creation of liens or allowance of claims in parity with or superior to the Superpriority Claims of the DIP Lender.

B. The Critical Need for the DIP Facility.

11. The DIP Facility is the only financing available to the Debtor at this time. The Debtor has been unable to procure sufficient financing (a) in the form of unsecured credit allowable under Section 364(a) or (b) of the Bankruptcy Code or (b) in exchange for the grant of a superpriority administrative expense claim pursuant to section 364(c) of the Bankruptcy Code. Thus, based on the foregoing and for the reasons set forth below, the Debtor submits that it has satisfied the requirements to access postpetition financing on a superpriority, secured basis pursuant to Sections 364 (c) and (d) of the Bankruptcy Code.

12. Entry into the DIP Facility and securing financing thereunder is absolutely necessary to the preservation of the value of the estate’s assets and is in the best interest of the Debtor’s creditors and all parties in interest; therefore, entry into the DIP Facility is an exercise of the Debtor’s sound business judgment. Given the Debtor’s constrained liquidity, the DIP Facility is of critical importance to operating the Debtor’s business and preserving value.

Preservation of the value of its assets are preserved, thereby providing a greater recovery to the Debtor's creditors than would be realized if the Debtor was forced to convert to Chapter 7. Accordingly, the Debtor submits that the availability of credit under the DIP Facility is necessary to preserve and enhance the value of its estate for the benefit of all stakeholders in this Chapter 11 case.

C. Approval Under Sections 364 (c)(2) and (d) of the Bankruptcy Code.

13. Section 364 of the Bankruptcy Code allows a debtor to: (a) obtain unsecured credit in the ordinary course of business, (b) obtain unsecured credit out of the ordinary course of business, and (c) obtain credit with specialized priority or with security. If a debtor-in-possession cannot obtain postpetition credit on an unsecured basis, a bankruptcy court may authorize the obtaining of credit or the incurring of debt, the repayment of which is entitled to superpriority administrative expense status or is secured by a lien on unencumbered property, or combination of the foregoing.

14. Section 364(c)(2) authorizes the obtaining of credit secured by a lien on property of the estate that is not otherwise subject to a lien. As set forth above, Debtor does not believe that the DIP Lien REO Properties are subject to any valid consensual liens.

15. Additionally, Section 364(d)(1) of the Bankruptcy Code provides that a court may authorize a debtor to incur postpetition debt on a senior or "priming" basis if (a) the debtor is unable to obtain credit otherwise and (b) there is "adequate protection" of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted. *See* 11 U.S.C. § 364(d)(1).

16. As noted above, the need for the Debtor to obtain financing is critical. Further, the evidence at the Hearing will show that a working capital facility of the type needed in this chapter 11 case could not have been obtained on any other basis.

17. The Debtor proposes to obtain financing under the DIP Facility, the DIP Loan Documents and the Order by seeking, pursuant to section 364(c)(2) of the Bankruptcy Code, to provide for senior security interests in, and liens upon, the Collateral.

18. In addition, the Debtor is seeking authority, pursuant to section 364(d) of the Bankruptcy Code, to prime and any valid liens which may exist on the Collateral (as defined in the DIP Loan Agreement). Accordingly, Debtor seeks authority to grant adequate protection to any entity whose liens or claims are being primed by the DIP Facility (the Debtor does not concede that any entity is entitled to adequate protection).

19. Absent the consent of the secured party to be primed or subordinated, the Bankruptcy Code generally requires a debtor to demonstrate that alternative sources of credit are not available under the other provisions of section 364 of the Bankruptcy Code, prior to allowing a debtor to grant a priming lien on encumbered property. *See RTC v. Swedeland Development Group Inc. (In re Swedeland Development Group, Inc)*. 16 F.3d 552, 563 (3d Cir. 1995); *In re Snowshoe*, 789 F.2d at 1087. Moreover, courts will accord a great deal of weight to a Debtor's need for financing in order to continue to operate when coupled with the Debtor's inability to obtain alternative financing without granting priming liens. *See, e.g., In re Snowshoe*, 789 F.2d at 1088 (lack of alternative financing and need to obtain cash infusion to preserve value); *Ames* 115 B.R. at 40.

D. The Debtor's Lack of Alternative Financing.

20. It is well recognized that the appropriateness of a proposed postpetition financing facility must be considered in light of current market conditions. *See, e.g., Transcript of Record at 734-35:24-1, In re Lyondell Chem. Co.*, No. 09-10023 (Bankr. S.D.N.Y. Mar 5, 2009) (recognizing “the terms that are now available for DIP facilities in the current economic environment aren’t as desirable” as they have been in the past); *In re Snowshoe Co. Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986) (noting that a debtor is not required to seek credit from every possible lender before determining such credit is unavailable). Indeed, courts often recognize that where there are few lenders likely able and willing to extend the necessary credit to a debtor, “it would be unrealistic and unnecessary to require [a debtor] to conduct such an exhaustive search for financing.” *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff’d*, 99 B.R. 117 (N.D. Ga. 1989). Rather, a debtor must demonstrate that it made a reasonable effort to seek credit from other sources available under Section 364(a) and (b). *See Snowshoe*, 789 F.2d at 1088; *see also In re Plabell Rubber Prods., Inc.*, 137 B.R. 897, 899-900 (Bankr. N.D. Ohio 1992).

21. No party in interest can credibly deny that the current market for financing is exceedingly strained as the global economy continues to deal with the current credit crisis. Simply put, because of current economic conditions, there is no ready market for any financing, including debtor-in-possession financing or otherwise and provisions once considered “extraordinary” in debtor-in-possession financing arrangements have, for the time being, become standard. *See, e.g., Lyondell*, Tr. At 740:4-6 (“[B]y reason of present market conditions, as disappointing as the [DIP] pricing terms are, I find the provisions reasonable here and now.”); *Transcript of Record 123:17-25, 123:1, Chemtura*, (S.D.N.Y. Mar. 20, 2009) (J. Gonzalez noting

support for finding that DIP with roll-up provision was the only funding available to meet the Debtor's needs at that time).

22. The only significant source of liquidity required by the Debtor that is available at this time is that afforded by the DIP Facility. Accordingly, the Debtor submits that terms of the DIP Loan Agreement are the only terms available to the Debtor.

23. The evidence at the Hearing will show that a working capital facility of the type needed by the Debtor could not have been obtained on any other basis. In these circumstances, "[t]he statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable." *In re Snowshoe Co.*, 789 F.2d at 1087.

24. A debtor need only demonstrate "by a good faith effort that credit was not available without" the protections of Section 364. *See In re Snowshoe Co.*, 789 F.2d at 1087; *In re Plabell*, 137 B.R. at 900. Where there are few lenders likely to be able and/or willing to extend the necessary credit to the debtor, "it would be unrealistic and unnecessary to require [the debtor] to conduct an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom, Anchor Say. Bank FSB v. Sky Valley*, 99 B.R. 1997, 120 n.4 (M.D. Ga. 1989).

25. The Debtor has engaged in discussions and negotiations with various parties in an effort to obtain additional liquidity and financing. In addition to debtor-in-possession financing, the Debtor also discussed and contemplated the use of cash collateral, without any additional financing, to fund operations during the Chapter 11 case. However, available and projected cash collateral will not be sufficient to meet the Debtor's projected liquidity needs. Thus, to provide

the Debtor with appropriate and necessary financing, the negotiation of adequate liquidity in the form of debtor-in-possession financing is critical.

26. During the negotiations, the Debtor went to great lengths to achieve the best deal possible for its constituents. The DIP Lender made several key concessions, including, among others, that the DIP Lender agreed to a more limited number of deliverables required by the Debtor as a condition to closing the DIP Facility, and agreed to accept more narrow representations, warranties and covenants than it originally proposed. The DIP Loan Agreement grants the Debtor considerable flexibility in the use of loan proceeds and does not impose onerous reporting requirements on the Debtor.

27. In this extremely challenging credit market, the Debtor has been unable to find alternative or better financing on the terms and of the type and magnitude required in this Chapter 11 case on an unsecured basis, or without offering terms substantially similar to those of the DIP Facility. Based on this, as well as the foregoing factors and in light of the fair and thorough negotiation process, this DIP Facility is the only feasible financing option for the Debtor and is in the best interests of the Debtor's estate.

E. Use of DIP Facility Proceeds

28. The proposed Order provides that, upon finalizing and executing the DIP Loan Documents, the Debtor will immediately be authorized to borrow the amount of available borrowings under the DIP Loan Agreement.

29. Attached hereto as Exhibit "D" is an operating budget (the "Budget") for the period of October 9, 2009 to January 1, 2010 (the "Budget Period"). The Budget has been prepared by the Debtor and represents the Debtor's projection of those costs which are

reasonable and necessary for the Debtor's continued operations during the Budget Period. The DIP Facility will be used to provide the liquidity necessary to fund the amounts set forth in the Budget.

30. The Budget has been reviewed and approved by the DIP Lender.

F. The Carve-out.

31. In order to ensure payment of legal fees and expenses to the professionals retained by the Debtor and the Creditors' Committee, the Order provides for a carve-out from the DIP Superpriority Claim and the DIP Liens. The DIP Superpriority Claim and the DIP Liens shall be subject to payment of the following in an amount not to exceed \$2,500,000 in the aggregate (collectively, the "Carve-out"): (i) (a) the unpaid fees of the clerk of this Court, (b) the unpaid fees of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and 31 U.S.C. § 3717, and (c) up to \$50,000 for unpaid fees and disbursements, including reasonable attorneys' fees of a chapter 7 trustee appointed in this Case pursuant to section 726 of the Bankruptcy Code, and (ii) up to \$2,400,000 for the payment of the aggregate allowed unpaid fees and expenses during this Case arising after the occurrence of an Event of Default and the acceleration of the Obligations pursuant to Section 9.1 of the DIP Loan Agreement payable under Sections 330 and 331 of the Bankruptcy Code to professionals retained pursuant to an order of the Court by the Debtor and the Creditors' Committee; provided, however, that no proceeds of the Collateral and no amounts received pursuant to the professional carve-out shall be used to in any manner that constitutes an Adverse Bankruptcy Action as described in the DIP Loan Agreement, including, without limitation, (A) seeking to challenge the validity, amount, priority, perfection or enforceability of the Obligations and the DIP Liens; (B) seeking to invalidate, set aside, avoid or subordinate any part of the Obligations or the DIP Liens or to hinder or delay the DIP Lender in

any material respect in enforcing the Obligations and the DIP Liens; (C) seeking to assert any claims or defenses against the DIP Lender or its affiliates; (D) seeking to authorize the Debtor to obtain post-petition credit other than from the DIP Lender without the DIP Lender's consent; or (E) that hinders or delays the DIP Lender's realization on any of the Collateral or the enforcement of rights or remedies under the DIP Loan Documents or this Order, except to challenge whether an Event of Default has occurred.

G. Application of the Business Judgment Standard

32. As described above, the Debtor's present management has concluded that the DIP Facility, as proposed, is the best alternative available under the circumstances. Bankruptcy courts routinely defer to a Debtor's business judgment on most business decisions, including the decision to borrow money. *Group of Institutional Investors v. Chicago Mil. St. P. & Pac. Ry.*, 318 U.S. 523, 550 (1943); *Ames*, 115 B.R. at 38 (in examining requests by a debtor for interim financing, courts apply the same business judgment standard applicable to other business decisions); *In re Simasko Prod. Co.*, 47 B.R. 444, 449 (D. Colo. 1985) ("Business judgments should be left to the board room and not to this Court."); *In re Lifeguard Indus Inc.*, 37 B.R. 3, 42 (Bankr. S.D. Ohio 1983) (same). "More exacting scrutiny would slow the administration of the Debtor's estate and increase its costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

33. In general, a bankruptcy court should defer to a debtor-in-possession's business judgment regarding the need for and the proposed use of funds unless such decision is arbitrary and capricious. *In re Curlew Valley Assoc.*, 14 B.R. 506, 511-13 (Bankr. D. Utah 1981). Courts generally will not second-guess a debtor-in-possession's business decisions when those decisions

involve “a business judgment made in good faith, upon a reasonable basis, and within the scope of [its] authority under the Code.” *Id.* at 513-14 (footnotes omitted).

34. The Debtor has exercised sound business judgment in determining that a postpetition credit facility is appropriate and have satisfied the legal prerequisites to borrow under the DIP Agreement. The terms of the DIP Agreement are fair and reasonable, are the result of extensive arms-length negotiations, and are in the best interests of the Debtor’s estate. Accordingly, the Debtor should be granted authority to borrow funds from the DIP Lender on the secured, administrative superpriority basis described above, pursuant to sections 364(c) and 364(d) of the Bankruptcy Code, and take the other actions requested herein.

35. The Debtor believes that it could not obtain financing from any other lender on terms more favorable than the DIP Loan Agreement offered by the DIP Lender. The Debtor’s management exercised its best business judgment in negotiating the DIP Lender that is presently before the Court.

H. Good Faith.

36. Section 364(e) was designed to “encourage the extension of credit to debtors” by allowing lenders to “rely on a bankruptcy court’s authorization of the transaction.” *In re EDC Holding Co.*, 676 F.2d 945, 947 (7th Cir. 1982) (the purpose of section 364(e) is “to overcome people’s natural reluctance to deal with a bankrupt firm whether as purchaser or lender by assuring them that so long as they are relying in good faith on a bankruptcy judge’s approval of the transaction they need not worry about their priority merely because some creditor is objecting to the transaction and is trying to get the district court or the court of appeals to reverse the bankruptcy judge.”). *See also In re North Atlantic Millwork Corp.*, 155 B.R. 271, 279 (Bankr.

Mass. 1993) (“The purpose of section 364(e) is to allow good-faith lenders to rely upon conditions at the time they extend credit and to encourage lenders to lend to bankrupt entities.”).

37. The DIP Loan Agreement was the result of good faith and arm’s-length negotiations, with all parties represented by counsel. The Debtor believes that the terms of the DIP Loan Agreement are fair and reasonable under the circumstances, and that the DIP Lender is entitled to the benefits of section 364(e) of the Bankruptcy Code.

I. Request for Modification of Automatic Stay.

38. As set forth more fully in the proposed Order, the proposed DIP Facility contemplates a modification of the automatic stay established pursuant to section 362 of the Bankruptcy Code to permit the DIP Lender to take certain actions required or permitted by the Order. More specifically, the Order provides the DIP Lender with relief from the automatic stay upon the occurrence of specified events of default and the Debtor’s failure to cure or contest same successfully to allow the DIP Lender, *inter alia*, to enforce certain remedies against the Collateral, without having to obtain any further order of this Court. The Order further provides that prior to the exercise of any enforcement or liquidation remedies against the Collateral, the DIP Lender shall be required to give five (5) business days’ written notice to each of counsel for the Debtor and counsel for the Creditors’ Committee and the U.S. Trustee, as provided for in the DIP Loan Documents.

39. The Debtor submits that stay modification provisions of this sort are ordinary and usual features of postpetition debtor in possession financing facilities and, in the Debtor’s business judgment, are reasonable under the present circumstances. Accordingly, the Court should modify the automatic stay to the extent contemplated by the Order.

J. Request for Hearing.

40. Pursuant to Bankruptcy Rule 4001(c)(2), the Debtor requests that the Court set a hearing date that is no earlier than 15 days from the filing of this Motion for consideration of entry of the Order.

K. Request for Waiver of Stay.

41. The Debtor further seeks a waiver of any stay of the effectiveness of the order approving this motion. Pursuant to Bankruptcy Rule 6004(h), “a[n] order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise.” As set forth above, the DIP Facility is essential to prevent considerable damage to the Debtor’s operations, value and ability to reorganize. Accordingly, the Debtor submits that ample cause exists to justify a waiver of the ten (10) day stay imposed by Bankruptcy Rule 6004(h), to the extent it applies.

NOTICE

42. Pursuant to sections 102(1), 363(c) and 364 of the Bankruptcy Code and Bankruptcy Rules 2002 and 4001(c), notice of this Motion and the proposed Order has been provided via facsimile, overnight delivery service, electronic transmission or same-day messenger service to: (i) counsel for the Creditors’ Committee, (ii) the Office of the United States Trustee for the Middle District of Florida (the “U.S. Trustee”), (iii) all other parties requesting notice in this case; and (iv) all other parties indicated on the Certificate of Service to be filed with respect to this Motion. The Debtor respectfully submits that no other or further notice should be required.

CONCLUSION

WHEREFORE the Debtor respectfully requests entry of an Order granting the relief requested herein, and granting the Debtor such other and further relief as may be just.

This 21st day of October 2009.

/s/ Jeffrey W. Kelley

Ezra H. Cohen (GA Bar No. 173800)

Jeffrey W. Kelley (GA Bar No. 412296)

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ATTORNEYS FOR DEBTOR

EXHIBIT “A”
DIP Loan Agreement

DEBTOR-IN-POSSESSION LOAN AGREEMENT

This DEBTOR-IN-POSSESSION LOAN AGREEMENT (this "Agreement") is entered into as of October 21, 2009 between Taylor, Bean & Whitaker Mortgage Corp., a Florida corporation and a debtor and a debtor-in-possession ("Borrower"), and Selene Residential Mortgage Opportunity Fund L.P., a Delaware limited partnership (together with any other party joined hereto or participating as a lender from time to time pursuant to Section 13.1, "Lender"). Capitalized terms utilized herein shall have the meanings ascribed to such terms in Section 1.1 of this Agreement.

RECITALS

WHEREAS, on August 24, 2009 ("Petition Date"), Borrower filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and has retained possession of its assets and is authorized under Bankruptcy Code Sections 1107 and 1108 to continue the management and operation of its business as a debtor-in-possession;

WHEREAS, by order of the Bankruptcy Court dated September 3, 2009, Neil F. Luria of Navigant Capital Advisors LLC ("Navigant") was appointed to serve as Chief Restructuring Officer of Borrower (the "Chief Restructuring Officer");

WHEREAS, as of the Petition Date, Borrower was a national wholesale mortgage lender;

WHEREAS, Borrower has requested that Lender provide a debtor-in-possession financing facility to Borrower that will provide a certain amount of funds that Borrower requires to supplement any available cash revenues, principally to (i) pay Borrower's ongoing and budgeted operating expenses, and (ii) pay certain allowed Administrative Fees and Expenses;

WHEREAS, Lender has indicated its willingness to agree to extend that financing to Borrower upon the terms and conditions set forth in this Agreement and upon the entry of a Financing Order acceptable to Lender;

WHEREAS, Borrower has agreed to use its best efforts to provide Lender with protection, as described in this Agreement and the Financing Order(s), subject to the approval of the Bankruptcy Court; and

WHEREAS, Borrower shall use its best efforts to have the Bankruptcy Court enter the Financing Order pursuant to which Lender shall make post-petition loans, advances and other financial accommodations to Borrower, subject to any limitations as set forth in the Financing Order and/or this Agreement.

NOW, THEREFORE, in consideration of these premises and of the mutual undertakings set forth herein, the parties hereto agree to as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1. Terms. As used in this Agreement, the following terms shall have the following meanings:

“*363 Sale*” shall have the meaning ascribed to such term in Section 6.7. “*Acquisition*” shall have the meaning ascribed to such term in Section 3.1(a)(iii).

“*Acknowledging Subsidiary*” means any wholly-owned Subsidiary of Borrower (other than any of the Special Purpose Subsidiaries) and any Subsidiary of Borrower for whom the Chief Restructuring Officer has the power to act on behalf of such Subsidiary.

“*Adjustments*” means, as of the date of determination, an amount equal to the sum of:

(a) any and all unpaid property taxes due and owing (whether or not contested) with respect to the Eligible Real Estate Assets set forth in a Current Broker Price Opinion;

(b) any and all unpaid mechanics liens due and owing (whether or not contested) with respect to the Eligible Real Estate Assets set forth in a Current Broker Price Opinion;

(c) in the case of any Eligible Real Estate Assets that has been the subject of a condemnation, fire, flood or other type of casualty event or has otherwise been destroyed, an amount as reasonably determined by Lender, equal to diminution in Value resulting from such condemnation, fire, flood or other type of casualty event or destruction that has either occurred after the date of a Current Broker Price Opinion with respect to such Eligible Real Estate Assets or has not been adequately provided for in the determination of the Quick Sale Value set forth in the Current Broker Price Opinion;

(d) The diminution in Value of any Eligible Real Estate Assets from the Reconciled Value of such Eligible Real Estate Asset, as reasonably determined by Lender in its good faith based on material information not considered in the Current Broker Price Opinion or which is materially different than the information considered in the Current Broker Price Opinion; and

(e) the Value of any Eligible Real Estate Assets that has been sold or otherwise disposed of by Borrower and is set forth in a Current Broker Price Opinion.

“*Administrative Expense*” means a claim against Borrower and/or its estate in the Case that is an administrative expense claim having priority over unsecured claims pursuant to Section 503(b) of the Bankruptcy Code.

“*Administrative Fees and Expenses*” means any claim, as allowed by the Bankruptcy Court, against Borrower for fees and/or expenses pursuant to Bankruptcy Code Sections 327, 328 and/or 330.

“Advance Commitment” means with respect to Lender, the aggregate commitment of Lender to make Advances from and after the entry of the Financing Order, in an aggregate amount not to exceed \$25,000,000, subject to the conditions set forth in Sections 2.1, 3.1 and 3.2.

“Advances” means all loans, advances and other financial accommodations by Lender to or on account of Borrower under Section 2.1.

“Agreement” means this Debtor-in-Possession Loan Agreement, as amended, modified, revised or restated from time to time.

“Authorized Officer” means any officer or other representative of Borrower authorized to transact business with Lender.

“Availability” means, at any time, an amount equal to (a) \$25,000,000, minus (b) the aggregate amount of Advances made by Lender under this Agreement.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. Sections 101 et seq.

“Bankruptcy Court” means the United States Bankruptcy Court for the Middle District of Florida or such other court having jurisdiction over the Case.

“Bid Procedures Motion” means the motion filed by Borrower seeking approval of bidding procedures for, and the sale of, the Real Estate Assets.

“Bid Procedures Order” shall have the meaning ascribed thereto in Section 3.1(a)(iii).

“Borrower’s Books” means all of Borrower’s books and records including all of the following: ledgers; records indicating, summarizing, or evidencing Borrower’s assets or liabilities; all information relating to Borrower’s business operations or financial condition; and all computer programs, disk or tape files, printouts, runs, or other computer prepared information, and the facilities containing such information, but specifically excluding Borrower’s corporate minute books, stock ledgers and the like.

“Borrower’s Request” means a request by Borrower for an Advance hereunder in the form of Exhibit A.

“Borrowing Base” means, at any time, an amount equal to (a) thirty five percent (35%) of the Value of the Eligible Real Estate Assets minus (b) the Adjustments and minus (c) \$2,500,000.

“Borrowing Base Certificate” means a certificate signed and certified as accurate and complete by the Chief Restructuring Officer of Borrower in substantially the form of Exhibit B or another form which is acceptable to Lender.

“Broker Price Opinion” means a determination of the Quick Sale Value of the Real Estate Assets described therein made by one or more unaffiliated vendors mutually approved in writing by Lender and Borrower.

“Business Day” means any day which is not a Saturday, Sunday, or other day on which banks in the State of New York are authorized or required to close.

“Carve-out” means an amount not to exceed \$2,500,000, equal to the sum of (i) (a) the unpaid fees of the clerk of the Bankruptcy Court, (b) the unpaid fees of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and 31 U.S.C. § 3717, and (c) up to \$50,000 for unpaid fees and disbursements, including reasonable attorneys’ fees of a chapter 7 trustee appointed in this Case pursuant to Bankruptcy Code Section 726, and (ii) up to \$2,400,000 for the payment of the aggregate allowed unpaid fees and expenses during the Case arising after the occurrence of an Event of Default and the acceleration of the Obligations pursuant to Section 9.1 hereof (the *“Professional Carve-out”*) payable under Sections 330 and 331 of the Bankruptcy Code to professionals (*“Professional Persons”*) retained pursuant to an order of the Court by Borrower and any official creditors committee that may be appointed. The Carve-out shall be funded as set forth in Section 4.4. *“Case”* means the reorganization case of Borrower under Chapter 11 of the Bankruptcy Code, pending in the Bankruptcy Court as Case No. 09-07047.

“Chief Restructuring Officer” shall have the meaning ascribed to such term in the above Recitals.

“Collateral” means those certain assets of the Borrower securing the Obligations of Borrower hereunder as more particularly described in Section 4.1.

“Current Broker Price Opinion” means a Broker Price Opinion that is dated not more than one hundred twenty (120) days prior to the date of determination of the Borrowing Base.

“Daily Balance” means the amount of the Obligations owed at the end of a given day.

“Default” means any event or occurrence or set of facts which could constitute an Event of Default with the passage of time or the giving of notice.

“DIP Loan Documents” means, collectively, this Agreement, the Note, any Financing Order, each Borrower’s Request, or other agreements, instruments, amendments, or documents, if any, which create, evidence, create a security interest in or secure the Note, and any other agreement, instrument, amendment, or document entered into between Borrower and Lender or in favor of Lender relating to or in connection with this Agreement or the Obligations; provided, that the Asset Purchase Agreement executed and delivered in connection with the 363 Sale shall not be deemed to be a DIP Loan Document.

“Effective Date” means the date on which all of the conditions set forth in Section 3.1 have been satisfied or waived in writing by Lender in Lender’s sole discretion.

“Eligible Real Estate Assets” means the Real Estate Assets owned by Borrower and held for resale by Borrower, provided that, such Real Estate Assets are: (i) subject to the first priority, valid and perfected security interest of Lender and are not subject to any other Liens except Permitted Liens; (ii) set forth in a Broker Price Opinion delivered to Lender, (iii) described in a title report that contains no exception to clean title other than Permitted Liens; (iv) located in the United States; (v) approved by Lender after completion of any due diligence investigation of

such Real Estate Asset and Lender's first priority, valid and perfected security interest therein as determined by Lender; and (vi) in compliance with the representations and warranties set forth in Section 5.12(b). In the event that a Real Estate Asset, which was previously an Eligible Real Estate Asset, ceases to be an Eligible Real Estate Asset hereunder, Borrower shall notify Lender on and at the time of submission of the next Borrowing Base Certificate.

"Equipment" shall have the meaning ascribed to such term in Section 4.1(g).

"Event of Default" means any event specified in Article 8.

"Extraordinary Receipts" shall have the meaning ascribed to such term in Section 2.4(b)(iii).

"Financing Order(s)" means the order, in the form attached hereto as Exhibit C or as otherwise approved by Lender, authorizing, inter alia, the granting of credit by Lender to Borrower pursuant to Section 364 of the Bankruptcy Code, entered by the Bankruptcy Court in the Case, and any subsequent order pursuant to Section 364 of the Bankruptcy Code, in each case, that is satisfactory in form and content to and consented to by Lender.

"Fixtures" shall have the meaning ascribed to such term in Section 4.1(h).

"GAAP" means generally accepted accounting principles consistently applied.

"Improvements" shall have the meaning ascribed to such term in Section 4.1(e).

"Indemnified Liabilities" shall have the meaning ascribed to such term in Section 10.1.

"IRC" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Land" shall have the meaning ascribed to such term in Section 4.1(a).

"Leases" shall have the meaning ascribed to such term in Section 4.1(j).

"Lender" means Lender named in the caption of this Agreement.

"LIBOR Rate" means the daily thirty (30)-day London Interbank Offered Rate (rounded upward to the nearest 1/16 of one percent) that appears on Bloomberg as of approximately 11:00 a.m. (New York time) on such date of determination; provided, that if such index ceases to exist or is no longer published or announced, then the term "LIBOR Rate" means the thirty (30)-day London Interbank Offered Rate (rounded upward to the nearest 1/16 of one percent) as published in The Wall Street Journal on such date of determination, provided however that in no event shall the LIBOR Rate be less than one percent (1.00%) per annum. The LIBOR Rate is subject to change on a daily basis.

"Liens" means with respect to any property of any Person, any mortgage, lien, deed of trust, hypothecation, fiduciary transfer of title, assignment by way of security, pledge, charge, lease, sale and lease-back arrangement, easement, servitude, trust arrangement, or security

interest, encumbrance or claim (including, but not limited to, any “claim” as defined in Section 101(5) or “lien” as defined in Section 101(37) of the Bankruptcy Code) of any kind in respect of such property, or any preferential arrangement having the practical effect of constituting a security interest with respect to the payment of any obligation with, or from the proceeds of, any property of any kind (and a Person shall be deemed to own subject to a Lien any property that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property), whether arising prior to, on, or subsequent to the commencement of the Case, whether imposed by agreement, understanding, law, equity or otherwise.

“*Material Adverse Change*” means a material adverse change in (a) the Collateral taken as a whole or (b) the validity or enforceability of the Financing Order(s) or any of the DIP Loan Documents, or (c) the rights and remedies of Lender under the Financing Order(s) and any of the DIP Loan Documents.

“*Navigant*” shall have the meaning ascribed to such term in the above Recitals.

“*Net Cash Proceeds*” means, with respect to any disposition or sale of the Collateral, the aggregate gross cash proceeds payable to, or for the benefit of Borrower from such disposition or sale (including, without limitation, cash received by way of deferred payment pursuant to a note receivable, conversion of non-cash consideration, cash payments in respect of purchase price adjustments or otherwise, but only as and when such cash is received) minus: (i) the direct, actual and customary third-party costs and expenses incurred in connection therewith to unaffiliated third parties (including in the case of any such disposition or sale, brokerage fees and reasonable attorney’s fees and expenses and reimbursement of costs and expenses incurred by Navigant in connection with such disposition or sale); minus (ii) the fee payable to Navigant in connection with such sale in an amount not to exceed 25 basis points of such sale price; and minus (iii) any provision for the actual amount of real estate taxes payable by Borrower to the extent paid, offset from the gross cash proceeds or escrowed by a title agent or title insurance for such payment. For purposes of the definition of “Net Cash Proceeds,” Navigant shall be deemed to be an unaffiliated third party of Borrower.

“*Note*” means the promissory note, substantially in the form of Exhibit D hereto, made by Borrower to the order of Lender concurrently herewith or at any time hereafter.

“*Notice Expenses*” shall have the meaning ascribed to such term in Section 13.6(b).

“*Obligations*” means all loans, advances, including but not limited to Advances, and any overadvances, debts, liabilities, obligations, covenants, duties, and the obligation to pay or reimburse Lender for fees and expenses, owing by Borrower to Lender of any kind and description in connection with any of the DIP Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including any debt, liability or obligation owing from Borrower to others which Lender may obtain by assignment or otherwise, and all interest thereon.

“*Operating Report*” means any operating report to be supplied by Borrower pursuant to Section 6.1(b).

“Overadvanced Amount” shall have the meaning ascribed to such term in Section 2.1(b).

“Permitted Liens” shall have the meaning ascribed to such term in Section 4.3(a).

“Person” means any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof) and shall include such Person’s successors and assigns.

“Petition Date” shall have the meaning ascribed to such term in the above Recitals.

“Professional Persons” shall have the meaning ascribed to such term in the definition of “Carve-out.”

“Professional Carve-out” shall have the meaning ascribed to such term in the definition of “Carve-out.”

“Quick Sale Value” means the anticipated sales price for any Real Estate Asset in an as-is condition with the intention to sell such Real Estate Asset within thirty (30) days from such date of determination.

“Real Estate Assets” means all of the Land and the Improvements thereon identified for sale and described in the Bid Procedures Motion.

“Reconciled Value” with respect to any Eligible Real Estate Asset, means the lower of the Quick Sale Values reported in at least two Current Broker Price Opinions. In the event that there are not at least two Current Broker Price Opinions, the Reconciled Value shall equal the lowest Quick Sale Value set forth in a Broker Price Opinion, less 20% of such Quick Sale Value for each 30-day period after the date that is 120 days after the date of the applicable Broker Price Opinion.

“Rents” shall have the meaning ascribed to such term in Section 4.1(j).

“Special Purpose Subsidiaries” shall mean the following: Ocala Funding, LLC; TBALT Corp.; TBW Funding Company LLC; TBW Funding Company II LLC; TBW Funding Company III LLC; Magnolia Street Funding, Inc.; Magnolia Street Funding II, Inc.; Magnolia Street Funding III, Inc.; Platinum Bancshares, Inc.; Platinum Community Bank, and Ocala Servicing LLC, each a Delaware entity and a subsidiary of the Borrower.

“Subsidiaries” means, with respect to Borrower, at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of Borrower in Borrower’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general

partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise controlled, by Borrower or one or more subsidiaries of Borrower.

“Term” means the period from the date of the execution and delivery by Lender of this Agreement through and including the earlier of (a) the Termination Date and (b) the indefeasible payment and performance in full of the Obligations.

“Termination Date” means (a) the earliest of (i) the effective date of a plan of reorganization for Borrower which has been approved by the Bankruptcy Court, (ii) the closing date of a sale, transfer or other conveyance of all or substantially all of the Real Estate Assets pursuant to Section 363 of the Bankruptcy Code, or (iii) the date that is 180 days after entry of the Financing Order, or (b) if earlier terminated or accelerated by Lender pursuant to Section 9.1, the date of such termination or acceleration.

“UCC” means New York’s codification of the Uniform Commercial Code.

“Value” means the Reconciled Value of the Eligible Real Estate Assets set forth in any Broker Price Opinion.

1.2. Interpretation.

a. Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

b. Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

c. A reference to any party to this Agreement or any other agreement or document shall include such party’s duly authorized representatives, successors and permitted assigns.

d. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

e. All references to “\$” and dollars shall be deemed to refer to United States currency.

f. All references to any financial or accounting terms shall be defined in accordance with GAAP as applicable in the United States and consistently applied by Borrower.

g. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article, Section, Recitals, Schedule and Exhibit references are to this Agreement unless otherwise specified.

h. The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

i. Borrower and Lender each hereby acknowledge that (i) Borrower and Lender jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (ii) Borrower and Lender have been adequately represented and advised by legal counsel with respect to this Agreement and the transactions contemplated hereby, and (iii) no presumption shall be made that any provision of this Agreement shall be construed against either party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

j. The headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

k. References to any document, instrument, mortgage or agreement of any kind shall refer to any permitted amendments, restatements or other modifications thereof.

1.3. Exhibits. All of the exhibits, addenda or riders attached to this Agreement shall be deemed incorporated herein by reference.

1.4. UCC. Any terms used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC, unless otherwise defined herein.

ARTICLE 2

ADVANCES AND TERMS OF PAYMENT

2.1. Advance Commitment; Advances; Advance Limit; Use of Proceeds.

a. **Advance Commitment.** Subject to the terms and conditions set forth herein, Lender agrees to make Advances to Borrower from time to time during the Term in an aggregate principal amount that will not result in Lender making aggregate Advances that exceed the lower of: (i) the Advance Commitment or (ii) the Borrowing Base. Once repaid, Advances may not be re-borrowed.

b. **Advances and Advance Limit.** Lender shall not make any Advances to Borrower unless Lender shall have received a written request of Borrower in the form of a Borrower's Request, no later than 12:00 noon, prevailing Eastern Time, ten (10) days prior to the day such Advance is requested to be made. Lender shall not be required to make any Advance: (a) in an amount less than \$100,000 or more than \$5,000,000; (b) more than once per week; (c) if such Advance would result in Lender making aggregate Advances that exceed the lesser of the Advance Commitment or the Borrowing Base, as determined on the date of such Advance; (d) except as provided in Section 4.4, with respect to the Carve-Out after the Termination Date; or (e) if a Default or an Event of Default has occurred and is continuing. The aggregate amount of the Advances outstanding at any time shall not exceed amounts available pursuant to the Borrowing Base. In the event that the outstanding amount of the Advances exceed the amounts

available pursuant to the Borrowing Base, or the Advance Commitment, such event shall not limit, waive or otherwise affect any rights of Lender in that circumstance or on any future occasions and Borrower shall, upon demand by Lender, which may be made at any time or from time to time, immediately repay to Lender the entire amount or the portion thereof (the "Overadvanced Amount") of any such excess(es) for which payment is demanded.

c. **Use of Proceeds.** Borrower is authorized to use said Advances to (i) pay Borrower's ordinary course ongoing operating expenses, and (ii) pay certain Administrative Fees and Expenses approved by the Bankruptcy Court.

2.2. Authorization to Make Advances. Lender is hereby authorized to make Advances based upon a written Borrower's Request substantially in the form attached hereto as Exhibit A received from anyone purporting to be an Authorized Officer. All requests for Advances shall be made pursuant to a Borrower's Request specifying the date on which such Advance is to be made (which day shall be a Business Day at least ten (10) days after delivery of the request of such Advance) and the amount of such Advance. All Advances made under this Agreement shall be conclusively presumed to have been made to, at the request of, and for the benefit of Borrower when deposited to the credit of Borrower or otherwise disbursed in accordance with the instructions of Borrower or in accordance with the terms and conditions of this Agreement. Unless otherwise requested by Borrower, all Advances shall be made by a wire transfer to the deposit account of Borrower set forth on Schedule 2.2 or otherwise designated by Borrower from time to time to Lender in a written notice delivered pursuant to Article 12.

2.3. Interest.

a. The aggregate outstanding balances of the Obligations shall bear interest at the per annum rate equal to the LIBOR Rate plus eight percent (8%). The Obligations shall bear interest from and after the occurrence of a Default or an Event of Default, and without constituting a waiver of any such Default or Event of Default, at the per annum rate equal to the LIBOR Rate plus thirteen percent (13%). All interest payable under the DIP Loan Documents shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed on the Daily Balance. Interest as provided for herein shall accrue, and absent the occurrence of a Default or an Event of Default, shall be payable on the first Business Day of each month during the Term.

b. In no event shall interest on the Obligations exceed the highest lawful rate in effect from time to time. It is not the intention of the parties hereto to make an agreement that violates any applicable state or federal usury laws. In no event shall Borrower pay or Lender accept or charge any interest which, together with any other charges upon the principal or any portion thereof, exceeds the maximum lawful rate of interest allowable under any applicable state or federal usury laws. Should any provision of this Agreement or any existing or future Notes or DIP Loan Documents between the parties be construed to require the payment of interest or any other fees or charges which could be construed as interest which, together with any other charges upon the principal or any portion thereof and any other fees or charges which could be construed as interest, exceeds the maximum lawful rate of interest, then any such excess shall be applied to the remaining principal balance of the Obligations, if any, and the remainder refunded to Borrower.

2.4. Principal Repayment. Any prepayment in whole or in part shall include accrued interest and all other sums then due hereunder. No partial prepayment shall affect the obligation of Borrower to make any payment of principal or interest hereunder on the due dates specified.

a. **Voluntary Payment.** Borrower shall have the right to prepay all or any part of the outstanding principal balance without premium; provided, that the minimum voluntary repayment shall be in an amount equal to at least \$100,000.

b. **Mandatory Re-payment.**

(i) **Termination Date or Acceleration.** The entire principal sum of the Obligations, if not sooner paid, shall become and be absolutely due and payable by Borrower to Lender upon the Termination Date or acceleration pursuant to Article 9 of this Agreement.

(ii) **Collateral Sales.** If there are any Net Cash Proceeds arising from a disposition or sale of any of the Collateral at a time when any Obligations are outstanding, Borrower shall immediately turn over to Lender such Net Cash Proceeds.

(iii) **Extraordinary Receipts.** If there are any proceeds (net of any direct costs and expenses incurred in the collection thereof) received from the payment of insurance losses or claims, tax refunds, condemnation awards, indemnification payments or any other source in connection with the Collateral ("Extraordinary Receipts") at a time when any Obligations are outstanding, Borrower shall immediately pay and turn over such Extraordinary Receipts to Lender.

c. **Application of Payments, Extraordinary Receipts and Net Cash Proceeds.**

(i) All payments or proceeds voluntarily paid to Lender pursuant to Section 2.4(a) or required to be paid to Lender pursuant to Section 2.4(b) shall be applied by Lender first to the fees and expenses of Lender, if any, second to the payment of accrued but unpaid interest and third to reduce the principal of the Advances then outstanding.

(ii) After all Advances have been repaid in full, Lender shall release any excess amounts held pursuant to Section 2.4(c)(i) to Borrower.

2.5. Closing Fee. On or prior to the Effective Date, Borrower shall pay to Lender a closing fee equal to three percent (3%) of the total Advance Commitment.

2.6. Effectiveness. Subject to Section 3.1 below, this Agreement shall be binding and deemed effective upon (i) execution by Lender and Borrower, (ii) approval by the Bankruptcy Court, (iii) entry of the Financing Order, and (iv) satisfaction of the condition set forth in Section 3.1(a)(iii) below, and thereafter shall continue in full force through the Term. No termination of this Agreement shall relieve or discharge Borrower of its duties, Obligations and covenants hereunder until all Obligations have been indefeasibly paid and performed in full. On the

Termination Date of this Agreement, the Obligations shall be immediately due and payable in full.

ARTICLE 3

Conditions to Advances

3.1. Conditions Precedent to Effective Date. The Effective Date of this Agreement and the obligations of Lender hereunder are subject to the satisfaction in Lender's sole discretion of each of the following conditions precedent:

a. **Delivery of Certain Documents.** Lender shall have received on or prior to the Effective Date each of the following, each dated the Effective Date unless otherwise indicated or agreed to by Lender, in form and substance reasonably satisfactory to Lender:

(i) this Agreement (including all Schedules hereto), the Note substantially in the form set forth as Exhibit D hereto, in each case, duly executed and delivered by Borrower;

(ii) the Bankruptcy Court shall have entered the Financing Order on or before 5:00 p.m. prevailing Eastern Time on December 31, 2009 and Borrower shall have delivered to Lender a copy of such order. The Financing Order shall not be subject to any stay of its effectiveness, shall not have been amended, modified or vacated, and shall contain a finding that the debt incurred and Liens granted pursuant to this Agreement and the other DIP Loan Documents were made in good faith pursuant to Section 364(e) of the Bankruptcy Code;

(iii) the Bankruptcy Court shall have entered an order (the "Bid Procedures Order"), in form and content reasonably satisfactory to Lender, pursuant to the Bid Procedures Motion, providing that Selene RMOF REO Acquisition II LLC, an affiliate of Lender ("Acquisition"), shall have been named the stalking horse bidder for the purchase of the Real Estate Assets on terms and conditions that are reasonably acceptable to Acquisition. Borrower shall have delivered to Lender a copy of such order. Such order shall not be subject to appeal or any stay of its effectiveness, and shall not have been amended, modified or vacated;

(iv) a certificate of the Chief Restructuring Officer, Secretary or an Assistant Secretary of Borrower certifying (A) the names and true signatures of each officer of Borrower that has been authorized to execute and deliver any DIP Loan Document or other document required hereunder to be executed and delivered by or on behalf of Borrower, (B) Borrower's by-laws as in effect on the date of such certification, (C) the resolutions of Borrower's Board of Directors approving and authorizing the execution, delivery and performance of this Agreement (and any amendments hereto), the other DIP Loan Documents to which it is a party and each Advance to be made hereunder and (D) that there have been no changes in the certificate of incorporation, by-laws or resolutions of Borrower from the applicable documents delivered pursuant to such certificate;

(v) a certificate of the Chief Restructuring Officer or President of Borrower stating that no Default or Event of Default will exist on the Effective Date;

(vi) evidence satisfactory to Lender that the insurance policies required by the DIP Loan Documents are in full force and effect, together with endorsements naming Lender, as an additional insured or loss payee under all insurance policies to be maintained with respect to Borrower;

(vii) such opinion letters of counsel to Borrower with respect to the DIP Loan documents and such other matters as Lender may request;

(viii) an acknowledgement in the form attached hereto as Exhibit E, pursuant to which each Acknowledging Subsidiary of Borrower consents and agrees to the Liens, rights and relief granted to Lender under this Agreement and/or the Financing Order, including the priming of any Lien that such Acknowledging Subsidiary has or may obtain against any of the Collateral;

(ix) a certificate of Borrower certifying that it has provided proper and adequate notice of the motion to the Bankruptcy Court seeking approval of this Agreement and the relief sought in the Financing Order to all of its Subsidiaries and SecurityOne Valuation Services, LLC and Borrower's pre-petition warehouse lenders of which Borrower, including its Chief Restructuring Officer, has knowledge; and

(x) such other certificates, documents, agreements and information respecting Borrower as Lender may reasonably request.

b. **Due Diligence.** Lender, in its sole discretion, shall be satisfied with and shall have completed its due diligence investigation of the Collateral.

3.2. Conditions Precedent to Each Advance. The obligation of Lender on any date (including the Effective Date) to make any Advance is subject to the satisfaction of each of the following conditions precedent:

a. **Borrower's Request.** With respect to any Advance, Lender shall have received a duly executed Borrower's Request.

b. **Representations and Warranties; No Defaults.** The following statements shall be true on the date of such Advance, both before and after giving effect thereto and to the application of the proceeds thereof:

(i) the representations and warranties set forth in the DIP Loan Documents shall be true and correct on and as of the Effective Date and shall be true and correct (unless such representation and warranty is already qualified by materiality, then such representation and warranty shall be true and correct in all material respects) on and as of any date after the Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an

earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date; and

(ii) no Default or Event of Default shall have occurred and be continuing.

c. **Delivery of Borrowing Base Certificate.** Lender shall have received a Borrowing Base Certificate dated as of the date of the Borrower's Request

d. **Compliance with Agreement.** Borrower shall be in compliance with all of the terms, provisions, conditions and covenants of this Agreement.

e. **No Legal Impediments.** The making of the Advance on such date does not violate any applicable law, regulation, administrative order, order of any court or other governmental authority on the date of or immediately following such Advance and is not enjoined, temporarily, preliminarily or permanently.

Each submission by Borrower to Lender of a Borrower's Request and the acceptance by Borrower of the proceeds of each Advance requested therein shall be deemed to constitute a representation and warranty by Borrower as to the matters specified in this Section 3.2 on the date of the submission of the Borrower's Request and the making by Lender of such Advance.

ARTICLE 4

SUPERPRIORITY NATURE OF OBLIGATIONS, **GRANT OF SECURITY INTEREST** **AND** **PRIORITY OF LIENS**

4.1. Grant of Security Interest. Borrower hereby mortgages, grants, pledges and assigns to Lender for its benefit a perfected mortgage, pledge and security interest in all of Borrower's right, title and interest in and to each of the items of collateral set forth below, now existing or hereafter acquired, which mortgages, pledges and security interests shall be subject to the priorities set forth in Section 4.3 of this Agreement and the Financing Order. The mortgages, pledges and security interests granted hereunder shall be deemed valid, perfected, senior, enforceable and unavoidable without the necessity of filing or recording any financing statements, deeds of trust, mortgages, or other instruments or documents which may otherwise be required under the law of any jurisdiction or the taking of any other action otherwise necessary to validate or perfect such mortgages, pledges and security interests:

a. **Land.** The real property described in Schedule 4.1(a) attached hereto and made a part hereof (the "Land");

b. **Ground Leases.** All of the leasehold estates and all of Borrower's right, title, interest, privileges and options created by those certain leases described in Schedule 4.1(b) attached hereto;

c. Condominiums. All right, title and interest of Borrower, including rights as the "Sponsor", in, to and under those certain Declaration of Condominiums, and all other documents relating to the condominiums, and all right, title and interest of Borrower in and to all condominium apartments or units in such condominiums, set forth in Schedule 4.1(c) together with the appurtenant easements, limited common elements and undivided percentage interests in the common elements of the units set forth in Schedule 4.1(c), which common elements include the Land or portions thereof;

d. Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land;

e. Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land, including, without limitation, any mobile homes situated on the Land (collectively, the "Improvements");

f. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

g. Equipment. All "equipment," as such term is defined in the UCC, now owned or hereafter acquired by Borrower, which is primarily used in connection with the Improvements or the Land and is located thereon or therein together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment");

h. Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation thereon, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals,

dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures");

i. Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, inventory and articles of personal property and accessions thereof and renewals and replacements thereof and substitutions therefor, if any, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the UCC, whether tangible or intangible (other than Fixtures), including, without limitation, "Inventories of Merchandise" and "Inventories of Supplies" as defined in the UCC, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof;

j. Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), all revenues and credit card receipts collected from the rental thereof, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or any operator or manager of the space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, or other space, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, wholesale and retail sales, service charges, telephone service and proceeds, if any, from business interruption or other loss of income insurance from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations;

k. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to any of the Collateral, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Collateral;

l. Insurance Proceeds. All proceeds in respect of any of the Collateral under any insurance policies covering the Collateral in whole or in part, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Collateral;

m. Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against any of the Collateral as a result of tax certiorari or any applications or proceedings for reduction;

n. Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to any of the Collateral and to commence any action or proceeding to protect the interest of Lender in any of the Collateral;

o. Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

p. Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Collateral (excluding any such reserve, escrow or deposit received in connection with any bid received in connection with the 363 Sale), together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

q. Books and Records. All books, records, ledger cards and other property at any time evidencing or relating to the Collateral;

r. Proceeds. All proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral; and

s. Other Rights. All other rights and interests granted to Lender under the Financing Order.

t. Carve-Out. Notwithstanding the foregoing, the Collateral shall not include (i) the funds from the disbursement of the Advance made in accordance with Section 4.4 for the Carve-Out or (ii) the deposit account in which such funds are held; provided, that such deposit account is a segregated account and no other funds have been commingled therewith.

4.2. Security for Obligations. This Agreement and the Collateral secure the payment of the Obligations.

4.3. Superpriority Nature of Obligations.

a. The Obligations shall be secured by first priority Liens in the Collateral under Sections 364(c)(2) and 364(d) of the Bankruptcy Code. No other Liens may encumber the Eligible Real Estate Assets included in the Collateral, other than (i) Liens in favor of Lender; (ii) Liens for taxes, assessments and other governmental charges or levies; (iii) the claims of materialmen, mechanics or repairmen for labor, materials, supplies, rentals or other similar Liens properly perfected before the Petition Date; (iv) Liens granted prior to the Petition Date but not perfected prior to the Petition Date; (v) Liens constituting (A) encumbrances in the nature of zoning restrictions, easements (including reciprocal easement agreements), rights-of-way, municipal building and zoning ordinances and similar charges, utility agreements, covenants, reservations, restrictions, encroachments, charges, encumbrances, or other similar restrictions, title defects or (B) other irregularities which are reflected on a title report, if any; in each case under clause (A) or (B), that were not incurred in connection with and do not secure debt and do not impair (x) the use thereof for their intended purposes or (y) the marketability or value of such property; and (vi) and the Liens set forth on Schedule 4.3(a) (collectively, "Permitted Liens").

b. The Obligations shall have the status in the Case of superpriority administrative expenses under Section 364(c)(1) of the Bankruptcy Code. Subject to the Carve-out and the Professional Carve-out, such administrative claim shall have priority over all other claims, costs and expenses of the kinds specified in, or ordered pursuant to, Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 726 or any other provision of the Bankruptcy Code and shall at all times be senior to the rights of Borrower, Borrower's estate, and any successor trustee or estate representative in this Case or any subsequent proceeding or case under the Bankruptcy Code in which Borrower is a debtor.

c. Lender's Liens on the Collateral under Sections 364(c)(2) and 364(d) of the Bankruptcy Code, for the benefit of Lender, and the superpriority administrative claim under Section 364(c)(1) of the Bankruptcy Code afforded the Obligations shall be subject only to the Carve-out; provided, that in no event shall any of the Carve-out include any fees or expenses arising after the conversion of this Case to a case under Chapter 7 of the Bankruptcy Code in an amount exceeding \$50,000.

d. Subject to the provisions of the Financing Order and this Section 4.3, Borrower shall be permitted to pay as the same may become due and payable (i) administrative expenses of the kind specified in Section 503(b) of the Bankruptcy Code incurred in the ordinary course of its business, (ii) provided that no Event of Default has occurred and is continuing, compensation and reimbursement of expenses to professionals allowed by order of the Bankruptcy Court and payable under Sections 330 and 331 of the Bankruptcy Code, but only to

the extent funds are available in the Professional Carve-out account established under Section 4.4, and (iii) any other pre-petition or post-petition expenses of Borrower, including adequate protection payments, to the extent approved by the Bankruptcy Court and not otherwise prohibited by the terms of this Agreement or the other DIP Loan Documents. Except for the Professional Carve-out and payments under 28 U.S.C. § 1930(a)(6), no costs or expenses of administration shall be imposed against Lender or any of the Collateral under Sections 105, 506(c) or 552 of the Bankruptcy Code, or otherwise, and Borrower hereby waives, for itself and on behalf of its estate in bankruptcy, any and all rights under Sections 105, 506(c) or 552, or otherwise, to assert or impose or seek to assert or impose, any such costs or expenses of administration against Lender.

4.4. Funding of the Carve Out. So long as no Default or Event of Default shall have occurred and be continuing, Borrower shall be permitted to pay compensation and reimbursement of expenses allowed and payable under Sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable. No proceeds of the Collateral and no amounts received pursuant to the Professional Carve-out shall be used to pay compensation or expense reimbursement of any Professional Person or creditors' committee or any other costs incurred, directly or indirectly, in respect of, arising from or relating to, the commencement of, prosecution by, or joinder by any creditors' committee or any Person of any claims, objections, causes of action, contested matters, adversary proceedings, or other proceedings (including the preparation of any pleadings in respect thereof, but not including any investigation) (a) seeking to challenge the validity, amount, priority, perfection or enforceability of the Obligations and the Liens granted in connection with the DIP Loan Documents; (b) seeking to invalidate, set aside, avoid or subordinate in whole or in part any of the Obligations or the Liens held by Lender or to hinder or delay Lender in any material respect in asserting or enforcing the Obligations and the Liens; (c) seeking to assert any claims, cause of action or defenses against Lender or its officers, directors, employees, agents, attorneys, affiliates, assigns or successors, including, without limitation, any attempt to recover on an action taken by or on behalf of Borrower, its bankruptcy estate, a bankruptcy trustee or a statutory committee under Chapter 5 or Section 724(a) of the Bankruptcy Code and proceeds thereof; (d) seeking to authorize Borrower to obtain post-petition credit or other financial accommodations pursuant to Section 364(c) or (d) of the Bankruptcy Code other than from Lender without Lender's consent; or (e) that has or could have the effect of hindering or delaying Lender's assertion, enforcement or realization on any of the Collateral or the enforcement of any of Lender's rights or remedies under any of the DIP Loan Documents or the Financing Order except as otherwise permitted in the Financing Order to challenge whether an Event of Default has occurred (each matter described in clauses (a) through (e) above, an "Adverse Bankruptcy Action"). Immediately upon the termination of this Agreement pursuant to Section 9.1 hereof, Lender shall immediately fund the amount of the Carve-Out in an amount not to exceed the lower of (i) Availability or (ii) the Borrowing Base to be determined at such time (but without any deduction from the Borrowing Base for the amount set forth in clause (c) of the definition of Borrowing Base (\$2,500,000).

4.5. Financing Statements. Borrower hereby authorizes Lender to file one or more initial financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Borrower.

4.6. Lender Appointed Attorney-in-Fact. Borrower hereby irrevocably appoints Lender such Borrower's attorney-in-fact (which appointment shall be irrevocable and deemed coupled with an interest), with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, from time to time in Lender's discretion, upon and during the occurrence and continuation of an Event of Default in accordance with Article 9 of this Agreement and the Financing Order, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

- a. to obtain and adjust insurance required to be paid to Lender;
- b. to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,
- c. to receive, endorse, and collect any drafts or other instruments and documents in connection with Sections 4.6(a) or 4.6(b) above, and
- d. to file any claims or take any action or institute any proceedings which Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Lender with respect to any of the Collateral.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender on the date hereof, the Effective Date, and on the date of each Borrower's Request and Advance made pursuant to Section 2.1, the following:

5.1. Due Incorporation and Qualification. Borrower is and shall at all times hereafter be a corporation duly organized and validly existing under the laws of the state of Florida and is qualified and licensed to do business in any state in which the conduct of its business or its ownership of assets requires that it be so qualified and where the failure to be qualified would reasonably be expected to have a material adverse effect to Borrower. Set forth on Schedule 5.1 is a true and correct list of all Subsidiaries of Borrower. Each Special Purpose Subsidiary has no Liens on, or title in, any of the Collateral. On the Effective Date, no Special Purpose Subsidiary shall have any right, title or interest in or to any of the Collateral that is senior to, or pari passu with, the Liens of Lender.

5.2. Due Authorization. Borrower has the right and power and is duly authorized by all appropriate corporate or other required action to enter into each of the DIP Loan Documents to which it is a party, subject only to the Bankruptcy Court's entry of the Financing Order. Except for the Financing Order, no authorizations of, or registrations or filing with, any governmental authority, or any applicable securities exchange, or other third party are necessary for the execution, delivery or performance by Borrower of the DIP Loan Documents to which it

is a party, or for the legality, validity or enforceability hereof or thereof. Borrower is a debtor-in-possession under Chapter 11 of the Bankruptcy Code.

5.3. Due Execution; Binding Obligation. Upon entry by the Bankruptcy Court of the Financing Order, the execution, delivery and performance by Borrower of each of the DIP Loan Documents to which it is a party, have been duly executed and delivered by Borrower. This Agreement is, and each of the other DIP Loan Documents to which Borrower is or will be a party, when delivered hereunder or thereunder, and upon entry and subject to the terms of the Financing Order, will be, a legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms and the Financing Order.

5.4. The Financing Order. As of the date of the making of any Borrower's Request or Advance hereunder, the Financing Order has been entered and has not been stayed, amended, vacated, reversed, rescinded or otherwise modified in any respect (except in accordance with the terms hereof).

5.5. Compliance with Articles; Bylaws. The execution by Borrower of the DIP Loan Documents to which it is a party does not constitute a breach of any provision contained in Borrower's articles of incorporation or its bylaws, nor does it constitute a Default or an Event of Default under any post-petition material agreement to which Borrower is now or may hereafter become a party.

5.6. Accuracy of Information and No Material Adverse Change in Financial Statements.

a. To Borrower's knowledge, any written statements with respect to the Collateral which have been made by Borrower to Lender or to the Bankruptcy Court in connection with any DIP Loan Document and any other document delivered pursuant hereto or thereto, including any of the Collateral, taken as a whole and in light of the circumstances in which made, contain no untrue statement of a material fact and do not omit to state a material fact necessary to make such statements not misleading in any case, which have not been, prior to the date hereof, corrected, supplemented, or remedied by subsequent documents furnished or statements made orally or in writing to Lender or the Bankruptcy Court (as appropriate); and, to the extent that any such written statements constitute projections or other forward-looking statements, such projections or other forward-looking statements were prepared in good faith on the basis of assumptions, methods, data, tests and information reasonably believed by Borrower to be valid and accurate in all material respects at the time such projections were furnished to Lender or the Bankruptcy Court.

b. Except as disclosed on Schedule 5.6, to Borrower's knowledge after reasonable inquiry and diligence, as of the Effective Date there are no unstayed legal or arbitral proceedings, or any other proceedings or investigation by or before any governmental, judicial or regulatory authority or agency, pending or threatened in writing to Borrower, or threatened against Borrower either (i) which is reasonably likely to be determined adversely and if so determined would have a Material Adverse Change or that seek to enjoin or delay any of the transactions contemplated hereby or (ii) relates to any of the Real Estate Assets.

5.7. Use of Proceeds. All proceeds provided by Lender to Borrower pursuant to any Financing Order, this Agreement or otherwise, have been and shall be used by Borrower solely for those purposes set forth in Section 2.1(c) of this Agreement.

5.8. Defaults and Events of Default. No Default or Event of Default has occurred or is existing under any of the DIP Loan Documents.

5.9. Administrative Expenses and Lien. Upon the entry of the Financing Order and continuing thereafter, the Obligations shall at all times constitute an Administrative Expense for which Lender shall at all times maintain and have a superpriority claim pursuant to Section 364(c) of the Bankruptcy Code and shall maintain and have a lien on the Collateral pursuant to the priority provisions of Section 4.3 of this Agreement and no other party has or shall have a lien or claim that is pari passu or superior to the claim of Lender, except as otherwise described in Section 4.3(a) above.

5.10. Reliance by Lender; Cumulative. Each warranty, representation and agreement contained in this Agreement shall automatically be deemed repeated and made by Borrower on the date of each request for an Advance by Borrower and on each date on which Lender makes such Advance is delivered and shall be conclusively presumed to have been relied on by Lender regardless of any investigation made or information possessed by Lender. The warranties, representations and agreements set forth herein shall be cumulative and in addition to any and all other warranties, representations and agreements which Borrower shall now or hereafter give, or cause to be given, to Lender.

5.11. Right To Inspect. Lender shall have the right, as reasonable, upon reasonable notice at any time or times hereafter during Borrower's usual business hours (or at any time after the occurrence and during the continuation of a Default), to inspect any of the Collateral or, as applicable, during the usual business hours of any third party having control over Borrower's Books to inspect Borrower's Books, facilities and operations in order to verify the amount or condition of, or any other matter relating to, the DIP Loan Documents, Obligations or Borrower's financial condition.

5.12. Title to Collateral; Liens.

a. As of the Effective Date, subject to Section 5.12(b), to the knowledge of Borrower, Borrower has good and marketable title (subject only to Permitted Liens) to all of the Collateral.

b. As to each Eligible Real Estate Asset, the Borrower owns and has good and marketable title or subsisting leasehold interests subject only to Permitted Liens to, and enjoys on the date hereof and on the date of each Advance, peaceful and undisturbed possession of such Eligible Real Estate Asset.

c. Borrower is not and will not be party to any contract, agreement, lease or instrument entered into on or after the Petition Date, the performance of which, either unconditionally or upon the happening of an event, will result in or require the creation of a Lien on any of the Collateral in violation of this Agreement.

ARTICLE 6

AFFIRMATIVE COVENANTS

Borrower covenants and acknowledges that as long as any portion of the Obligations remain outstanding, Borrower shall comply with all of the following:

6.1. Notices and Other Reports. Borrower shall provide to Lender the following:

a. written notice of the occurrence of any Default or Event of Default pursuant to any DIP Loan Document;

b. as soon as available and in any event no later than 30 days after the end of each month (or such later period permitted by the Bankruptcy Court or the US Trustee's office), copies of monthly Operating Report prepared by management and submitted to the Bankruptcy Court and/or the U.S. Trustee;

c. as soon as available and in any event no later than three (3) Business Days after each weekly period, a report accompanied by a certificate of the Chief Restructuring Officer, in form and substance satisfactory to Lender, as of the last day of the preceding weekly period, setting forth the following information for Borrower for the preceding weekly period on both a weekly and cumulative basis from the date of this Agreement to such date, on a cash basis: (i) total disbursements, and (ii) total cash receipts;

d. prompt written notice to Lender in the event that the Chief Restructuring Officer has actual knowledge that:

(i) any of the Eligible Real Estate Assets are not, to Borrower's knowledge, free and clear of any Liens other than Permitted Liens;

(ii) Borrower has become administratively insolvent;

(iii) Borrower is not in compliance with any applicable law, regulation or court order the failure of which to comply would reasonably be expected to result in a Material Adverse Change;

e. as soon as available, but in any event within fifteen (15) days of each calendar month and at such other times as may be necessary to re-determine Availability of Advances hereunder or as may be requested by Lender, as of the period then ended, a Borrowing Base Certificate which calculates Borrower's Borrowing Base, accompanied by supporting data upon Lender's request;

f. as soon as available, but in any event within fifteen (15) days of each calendar month, a report prepared by Borrower setting forth (i) any legal or arbitral proceeding, or any other proceeding by or before any governmental, judicial or regulatory authority or agency, the effect of which could reasonably be expected to result in an Adjustment to the Borrowing Base with respect to any Eligible Real Estate Asset equal to or greater than 15% of

the Value of such Eligible Real Estate Asset, and of which Borrower has not previously informed Lender, (ii) any default by Borrower in the performance of any post-petition obligation to which it is bound (other than the Obligations, which is the subject of Section 6.1(a) above) that has or could have a material adverse effect on any of the Collateral and (iii) any failure by Borrower to pay any real estate tax or any related charge when due that could result in a Lien on any Eligible Real Estate Asset which either (x) is equal to or greater than 15% of the Value of such Eligible Real Estate Asset or (y) is otherwise known to the Chief Restructuring Officer; and

g. any other information or documents reasonably requested by Lender.

6.2. Taxes. All post-petition Federal, state and local assessments and taxes payable with respect to the Collateral, whether real, personal or otherwise, due or payable by, or imposed, levied or assessed against Borrower shall hereafter be paid before they become delinquent or before the expiration of any extension period except for those taxes, assessments and the like being contested by Borrower in good faith and by appropriate proceedings and as to which Borrower has established appropriate reserves in accordance with GAAP, provided, that no Lien is placed on any of the Collateral during any such contest as a consequence of the failure to pay such tax, assessment or the like. Borrower shall make due and timely payment or deposit of all federal, state and local taxes, assessments or contributions required of it by law.

6.3. Insurance. Borrower shall keep and maintain the Collateral insured against all risk of loss or damage from fire, theft, vandalism, and all other hazards and risks of physical damage included within the meaning of the term “extended coverage” in such amounts as are ordinarily insured against by similar businesses or owners outside of bankruptcy and, in each case, in such amounts and scope of coverage on substantially similar terms and conditions as in force as of the date of this Agreement and as is otherwise reasonably satisfactory to Lender. Borrower shall also keep and maintain general liability insurance and property damage insurance, and insurance against loss from business interruption, insuring against all risks relating to or arising from Borrower’s ownership and use of the Collateral and the operation of its business. Borrower shall deliver to Lender prior to the date of the first Advance a standard ACCORD Evidence of Insurance Certificate evidencing insurance policies maintained by Borrower and naming Lender as additional insured for all liability policies and as loss payee for all property damage and business interruption insurance.

6.4. Compliance With Law. Borrower shall comply with the requirements of all applicable laws, rules, regulations and orders of governmental authorities relating to Borrower and the conduct of its business except where the failure to so comply would not reasonably be expected to result in a Material Adverse Change.

6.5. Compliance with Bankruptcy Court. Borrower shall comply with the notice and other requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and all other applicable rules in a manner reasonably acceptable to Lender and its counsel except where the failure to so comply would not reasonably be expected to result in a Material Adverse Change.

6.6. Compliance with DIP Loan. Borrower shall make all payments under this Agreement and any of the other DIP Loan Documents when due.

6.7. 363 Sale. Following the filing of the Bid Procedures Motion, Borrower will use its best efforts to obtain Bankruptcy Court approval of the Bid Procedures Order for the sale of the Real Estate Assets to Acquisition (the “363 Sale”). Lender (or its designee or assignee) shall be permitted to credit bid the amount outstanding under this Agreement and apply such outstanding amount, plus all accrued interest thereon, as a credit against the purchase price to be paid for the Real Estate Assets in the 363 Sale or any other sale of the Collateral. Borrower shall, in good faith, use its commercially reasonable efforts and take all actions and do all other things necessary, proper or advisable, in order to consummate and make effective the transactions contemplated by the 363 Sale. Borrower will promptly inform Lender and Acquisition of, and provide Lender and Acquisition with, any information regarding any written offers or written expressions of interest involving Borrower or the Collateral.

ARTICLE 7

NEGATIVE COVENANTS

Borrower covenants and acknowledges that as long as any portion of the Obligations remain outstanding that it shall not undertake any of the following without the prior written consent of Lender:

7.1. Extraordinary Transactions and Disposal of Assets. (i) Enter into any acquisition, merger, consolidation or amalgamation, except where Borrower is the surviving corporation, or (ii) dissolve itself (or suffer any dissolution), or (iii) convey, sell, lease, assign, transfer or otherwise dispose of any Eligible Real Estate Asset for a purchase price equal to less than 45% of the Value of such Real Estate Asset and other than for cash consideration, or (iv) grant any Lien on, any of the Collateral, or (v) incur any indebtedness for borrowed money or any other indebtedness (other than trade payables in the ordinary course of business and indebtedness existing on the date hereof and set forth on Schedule 7.1) except as expressly approved by the Bankruptcy Court; or (vi) sell or transfer any Collateral other than for cash consideration, directly or indirectly, with, any of its present or former executives or direct or indirect owner of 5% or more of its equity or direct or indirect owner of 5% of its secured or unsecured claims, other than on commercially reasonable, arms-length terms, except as expressly approved by the Bankruptcy Court.

7.2. Guaranty. Guaranty or otherwise become in any way liable with respect to the obligations of any third party, except by endorsement of instruments or items of payment for deposit to the accounts of Borrower for negotiation and delivery to Lender.

7.3. Restructure. Make any material change in its financial structure or business operations that adversely effects the Collateral, except the 363 Sale or as otherwise authorized or approved by the Bankruptcy Court.

7.4. Prepayments. Pay or accelerate the payment of any existing or other indebtedness for borrowed money owing to any third party with respect to the Collateral that are due no later than 15 days thereafter.

7.5. Investments, Loans and Advances. Make any loans, advances or extensions of credit; or make any capital contribution or other investment other than in the ordinary course of business.

7.6. Accounting Methods. Modify or change its methods of accounting other than as required or permitted by GAAP or enter into, modify or terminate or allow to exist any agreement presently existing or at any time hereafter entered into with any third party for the preparation or storage of Borrower's records of accounts and financial condition without said parties agreeing to provide Lender with information regarding the Collateral and/or Borrower's financial condition.

7.7. Bankruptcy Case. Seek, consent or suffer to exist: (a) any modification, stay, vacation or amendment to the Financing Order, unless Lender has consented to such modification, stay, vacation or amendment in writing, (b) a priority claim for any administrative expense or unsecured claim against Borrower, (now existing or hereafter arising of the kind specified in Section 503(b), 506(c) or 507(b) of the Bankruptcy Code) in parity with or superior to the superpriority claim of Lender in respect of the Obligations, other than any allowed claim for Administrative Fees and Expenses, or (c) any pleading, motion, application or other paper seeking: (i) to dismiss the Case; (ii) to convert the Case to a case under Chapter 7 of the Bankruptcy Code; (iii) the appointment of a trustee or an examiner with enlarged powers to operate Borrower's business; or (iv) relief from the automatic stay or any other injunction with similar effect to allow a third party to proceed against any of the Collateral. In addition to the foregoing, Borrower shall not take, or suffer to remain uncontested any Adverse Bankruptcy Action.

7.8. No Change in Management. Terminate or otherwise change the employment of Borrower's Chief Restructuring Officer.

7.9. Restrictions Regarding Subsidiaries. (i) Use any cash, including, without limitation, any Net Cash Proceeds, of Borrower to fund or make payments to any Subsidiary, (ii) make any investments in any Subsidiary, (iii) guaranty or otherwise become in any way liable with respect to the obligations of any Subsidiary, (iv) grant any Lien on, or sell or dispose of any Eligible Real Estate Asset to, any Subsidiary, or (v) enter into any contracts, agreements, documents or instruments, or incur any other obligations after the Petition Date, with any Subsidiary, which has or is reasonably likely to have a material adverse effect on any of the Collateral.

ARTICLE 8

EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default by Borrower hereunder:

8.1. Failure to Pay. Borrower's failure to pay when due and payable, or when declared due and payable, any portion of the Obligations (whether principal, interest, taxes, or otherwise).

8.2. Failure to Perform. The failure of Borrower to perform, keep or observe any term, provision, condition, representation, warranty, covenant or agreement contained in Article 6 (except as otherwise provided in Section 8.3) or Article 7 of this Agreement.

8.3. Other Covenants. The failure of Borrower to comply with the provisions of Sections 6.1(b), (c), (e) or (f) hereof and such failure continues for three (3) Business Days after notice thereof from the Lender.

8.4. Misrepresentation. Any material misstatement or material misrepresentation (except if such statement or representation is already qualified by materiality or a Material Adverse Change, then, in each case, such misstatement or misrepresentation) now or hereafter exists in any warranty, representation, statement, aging or report made to Lender by Borrower or any officer, employee, or agent of Borrower, or if any such warranty, representation, statement, aging or report is withdrawn by any such Person; provided that there shall be no Event of Default for a misrepresentation of Sections 5.12(a) or (b) if (i) after giving effect to any Adjustment to the Borrowing Base to account for such misrepresentation, no Overadvanced Amount exists or (ii) within five (5) business days after the discovery of such misrepresentation, Borrower eliminates the Overadvanced Amount by adding additional Eligible Real Estate Assets to the Borrowing Base or (iii) within five (5) business days after the discovery by Borrower of such misrepresentation, Borrower has paid the Overadvanced Amount, if any, arising as a result of such misrepresentation, pursuant to Section 2.1(b).

8.5. Material Adverse Change. A Material Adverse Change shall exist.

8.6. Injunction Against Borrower. Borrower is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of its business.

8.7. Bankruptcy Court. The Bankruptcy Court enters any order that has not been consented to by Lender: (a) amending, supplementing, altering, staying, vacating, rescinding or otherwise modifying any Financing Order or any other order with respect to any of the Case affecting in any material respect this Agreement, (b) appointing a Chapter 11 trustee or appointing an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code in the Case, (c) dismissing the Case or converting the Case to a Chapter 7 case, (d) permitting a sale of all or substantially all of Borrowers' assets to any Person other than Lender, Acquisition or any other affiliate of Lender, (e) confirming a plan of reorganization that has not been approved or consented to by Lender, (f) granting relief from the automatic stay without the affirmative consent of Lender so as to allow a third party to proceed against any assets or property of Borrower, or (g) granting an Adverse Bankruptcy Action.

8.8. Sale Order. If the Bankruptcy Court fails to enter an order to approve the 363 Sale within 150 days after the date of this Agreement.

8.9. 363 Sale. If Borrower fails to close the 363 Sale within 180 days after the date of this Agreement.

8.10. Compliance With Financing Order. If Borrower defaults under any Financing Order.

8.11. Unauthorized Payments. Borrower shall make any payments (including any adequate protection payments) relating to Borrower's pre-Petition Date obligations or interests, other than (i) as permitted under the Financing Order; (ii) in respect of accrued payroll and related expenses and employee benefits as of the Petition Date; (iii) in accordance with, and to the extent authorized by, orders reasonably satisfactory to Lender; or (iv) as otherwise permitted under this Agreement.

8.12. Validity of DIP Loan Documents and Superpriority Claims. Any material provision of this Agreement or any other DIP Loan Document shall cease to be valid and binding on Borrower or cease to be in full force and effect, or Borrower or its affiliates shall so assert in any pleading filed in any court; or any proceeding shall be commenced by Borrower or its affiliates seeking, or otherwise consenting to, (i) the invalidation, subordination or challenging in any respect the superpriority claims and liens granted to secure the Obligations or (ii) any relief under Section 506(c) of the Bankruptcy Code with respect to any Collateral. The creation of Liens or the allowance of claims in parity with or superior to the superpriority claim of Lender in respect of the Obligations, other than any allowed claim for Administrative Fees and Expenses and already disclosed in writing to Lender.

ARTICLE 9

LENDER'S RIGHTS AND REMEDIES

9.1. Rights and Remedies.

a. Upon the occurrence of an Event of Default, Lender may, at its election, do any one or more of the following:

(i) Accelerate the maturity of and declare all Obligations, whether evidenced by the DIP Loan Documents or otherwise, immediately due and payable in full;

(ii) Terminate this Agreement as to any future liability or obligation of Lender, but without affecting Lender's rights and without affecting the Obligations; and

(iii) Take possession of, or foreclose on and/or request a receiver of the Collateral.

b. In the event Lender seeks to take possession of all or any portion of the Collateral by judicial process, Borrower irrevocably waives (i) the posting of any bond, surety, or security with respect thereto which might otherwise be required; (ii) any demand for possession prior to the commencement of any suit or action to recover the Collateral; and (iii) any requirement that Lender retain possession and not dispose of any Collateral until after trial or final judgment.

c. If an Event of Default occurs or Borrower fails to pay any of the Obligations when due, the parties acknowledge and agree that the Bankruptcy Court will have exclusive jurisdiction over any and all actions or proceedings initiated by Lender to foreclose on or sell the Collateral, either in whole or in part, in order to satisfy or reduce the Obligations.

d. The rights, remedies, powers and privileges of Lender provided in this Article 9 are cumulative and not exclusive of any other rights, remedies, powers and privileges provided by law or equity. In addition to the foregoing, Lender shall have all rights and remedies provided by law or equity and any rights and remedies contained in any of the DIP Loan Documents and all such rights and remedies shall be cumulative.

9.2. No Waiver. No waiver of any breach of any DIP Loan Document shall be held to constitute a waiver of any other or subsequent breach. No failure on the part of Lender to exercise, and no delay on the part of Lender in exercising any right, power, privilege or remedy under any DIP Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege or remedy under such DIP Loan Documents or otherwise, preclude other or further exercise of any such right, power, privilege or remedy.

ARTICLE 10

PAYMENT OF TAXES AND EXPENSES AND INDEMNIFICATION OF LENDER

10.1. Payment of Expenses and Taxes. Without duplication of any right of reimbursement in connection with the 363 Sale and Bid Procedures Order, Borrower agrees (a) to pay or reimburse Lender (and its directors, officers, employees and agents) for all of their respective out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of the DIP Loan Documents, including any amendment, supplement, waiver or modification to, and the enforcement or preservation of any rights under, this Agreement, the Note, the other DIP Loan Documents, the Financing Order and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby (including, without limitation, the costs and expenses associated with conducting its due diligence investigation of Borrower and the Collateral), and the reasonable fees and disbursements of counsel to Lender (including, one lead outside counsel and one local outside counsel) and professionals engaged by Lender, (b) to pay or reimburse Lender (and its directors, officers, employees and agents) for all of their respective costs and expenses reasonably incurred in connection with the enforcement or preservation of any rights under this Agreement, the Note, the other DIP Loan Documents, the Financing Order and any such other documents following the occurrence and during the continuance of a Default or an Event of Default, including without limitation, the reasonable fees and disbursements of counsel to Lender (including, one lead outside counsel and one local outside counsel) and professionals engaged by Lender, (c) to pay, and indemnify and hold harmless Lender (and its directors, officers, employees and agents) from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver

or consent under or in respect of, this Agreement, the Note, the other DIP Loan Documents, the Financing Order and any such other documents, (d) to pay all the expenses of Lender (and its directors, officers, employees and agents) related to this Agreement, the other DIP Loan Documents, the Financing Order, or the Advances in connection with the Case (including without limitation, the on-going monitoring by Lender of the Case, including attendance by Lender and counsel at hearings or other proceedings and the on-going review of documents filed with the Bankruptcy Court) and (e) to pay, and indemnify and hold harmless Lender (and its directors, officers, employees and agents) from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance, preservation of rights and administration of this Agreement, the Note, the other DIP Loan Documents, the Financing Order or the use of the proceeds of the Advances, including without limitation, any of the foregoing relating to the violation of, noncompliance with or liability under, any environmental law applicable to the operations of Borrower or any of its properties (all the foregoing collectively, the "Indemnified Liabilities"), provided that Borrower shall have no obligation hereunder to Lender with respect to Indemnified Liabilities determined by the final judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Lender or its directors, officers, employees and agents. The agreements in this subsection shall survive repayment of the Advances and all other Obligations payable or to be performed hereunder.

10.2. Payments by Lender. If Borrower fails to pay any monies (whether taxes, assessments, insurance premiums or otherwise) due to third persons or entities, or fails to make any deposits or furnish any required proof of payment or deposit, or fails to perform any of Borrower's other covenants under any of the DIP Loan Documents, then in Lender's discretion and upon three (3) Business Days' prior notice to Borrower, Lender may do any or all of the following: (a) make any payment which Borrower failed to pay or any part thereof; (b) set up such reserves in Borrower's loan account as Lender, in its reasonable discretion, deems necessary to protect Lender from the exposure created by such failure; (c) obtain and maintain insurance policies of the type described in Section 6.3 and take any action with respect to such policies as Lender deems prudent; or (d) take any other action, in its reasonable discretion, deemed necessary to preserve and protect its interests and rights under the DIP Loan Documents. Any payments made by Lender hereunder shall reduce, on a dollar for dollar basis, the amount Borrower may borrow from Lender under this Agreement and not constitute: (a) an agreement by Lender to make similar payments in the future or (b) a waiver by Lender of any Default or Event of Default. Lender need not inquire as to, or contest the validity of, any such expense, tax, or Lien and the receipt of notice for the payment thereof shall be conclusive evidence that the same was validly due and owing.

ARTICLE 11

WAIVERS

Except as otherwise provided in the Financing Order, Borrower waives demand, protest, notice of protest, notice of payment and nonpayment, and notice of nonpayment at maturity.

Borrower hereby consents to any extensions of time of payment or partial payment at, before or after the Termination Date.

ARTICLE 12

NOTICES

Unless otherwise provided herein, all consents, waivers, notices or demands by any party relating to the DIP Loan Documents shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be telecopied, personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by receipted overnight delivery service to Borrower or to Lender, as the case may be, at their addresses set forth below:

If to Borrower:

Taylor, Bean & Whitaker Mortgage Corp.
315 NE 14th Street
Ocala, Florida 34470
Attention: Neil Luria
Fax No. (801) 751-9537

With a copy to:

Troutman Sanders LLP
600 Peachtree St., N.E.
Suite 5300
Atlanta, GA 30308
Attention: Hazen H. Dempster
Fax No. (404) 962-6544

and by email to:

nluria@ncacf.com

If to Lender:

Selene Residential Mortgage Opportunity Fund L.P.
c/o Selene Investment Partners, LLC
50 Charles Lindbergh Boulevard, Suite 500
Uniondale, New York 11553
Attention: Christopher J. Steele
Fax No. (516) 745-6787

With a copy to:

Selene Investment Partners, LLC
590 Madison Avenue, 8th Floor
New York, NY 10022
Attention: David Reedy
Fax No. (212) 558-2098

and to:

Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attention: Richard M. Morris, Esq.
Fax No. (212) 592-1500

Any party may change the address at which it is to receive notices hereunder by notice in writing in the foregoing manner given to the other parties. All notices or demands sent in accordance with this Article 12 shall be deemed received on the earlier of the date of actual receipt or five (5) calendar days after the deposit thereof in the mail or on the date telecommunicated if telecopied.

ARTICLE 13

GENERAL PROVISIONS

13.1. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the respective successors and assigns of each of the parties, including any trustee appointed for Borrower; provided, however, that Borrower may not assign this Agreement or any rights hereunder and any prohibited assignment shall be absolutely void. Lender reserves the right to and may from time to time and at any time without the consent of Borrower sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in Lender's rights and benefits hereunder. In connection therewith, Lender may disclose all documents and information which Lender now or hereafter may have relating to Borrower or Borrower's business.

13.2. Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of such provision.

13.3. Amendments in Writing. No provision of this Agreement may be changed, waived, modified or terminated except in a writing signed by the parties. This Agreement is the entire agreement between the parties with respect to the matters contained herein. This Agreement supersedes all prior agreements, understandings and negotiations, if any, all of which are merged into this Agreement.

13.4. Counterparts. This Agreement may be executed in any number of counterparts (delivered by facsimile or electronic mail) each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same Agreement.

13.5. Survival of Representations and Warranties. All representations and warranties made herein or in any other DIP Loan Document and in any document, certificate or statement delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery of this Agreement and the Note.

13.6. Further Assurances.

a. Borrower, at its sole cost and expense, shall execute and file all such financing statements, mortgages, deeds of trust and other agreements, documents and instruments, and perform such other acts, as required by law or as reasonably determined by Lender in good faith on advice of its counsel to preserve, enforce, protect or defend any of Lender's rights, powers and privileges granted hereunder, including the Liens granted to Lender and the enforcement of the Obligations in connection with this Agreement, the other DIP Loan Documents and the Financing Order and the priority of such Liens granted pursuant to this Agreement and/or the Financing Order.

b. Notwithstanding the foregoing provisions of Section 13.6(a), the provisions of this Section 13.6(b) shall control the obligation to pay the following costs and expenses:

(i) From and after an Event of Default and during the continuance of such Event of Default, Borrower shall have the sole and absolute obligation to pay the actual out-of-pocket taxes, fees, disbursements, costs, expenses and other charges, including without limitation, attorney fees and expenses (the "Notice Expenses") for preparing and filing in all appropriate recording or filing offices (x) any of the documents referenced in Section 13.6(a) and (y) any notices of the commencement of the Case and the entry of the Financing Order, and advising that no interest in any portion of the Real Estate Assets included in the Collateral may be transferred, mortgaged, pledged, sold or conveyed without the entry of an order of the Bankruptcy Court upon prior notice to Lender.

(ii) At any time other than from and after an Event of Default and during the continuance thereof, the Notice Expenses attributable to the filing and other actions described in Section 13.6(b)(i) that are made upon the demand of Lender shall be paid as follows: (x) 50% shall be paid by Borrower up to a maximum amount of \$175,000; and (y) the amount not payable by Borrower under clause (x) shall be paid by Lender.

13.7. Additional Financing. Notwithstanding any provision of this Agreement to the contrary, Borrower shall be permitted to borrow an amount equal to up to \$175,000 for the payment of the actual Notice Expenses and any such borrowings shall be an Obligation under this Agreement.

ARTICLE 14

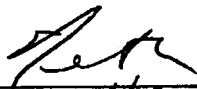
CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

THE VALIDITY OF THE DIP LOAN DOCUMENTS, THEIR CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE PARTIES AGREE

THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THE DIP LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE BANKRUPTCY COURT, AND/OR THE FEDERAL COURTS HAVING APPELLATE JURISDICTION THEREFROM. **BORROWER AND LENDER EACH WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING UNDER THE DIP LOAN DOCUMENTS OR RELATING TO THE DEALINGS OF BORROWER AND LENDER AND ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF "FORUM NON CONVENIENS" OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE 14. BORROWER AND LENDER EACH AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO SUCH PARTY, AS THE CASE MAY BE AT ITS ADDRESS SET FORTH IN ARTICLE 12 OR AT SUCH OTHER ADDRESS OF WHICH THE PARTY SHALL HAVE BEEN NOTIFIED PURSUANT THERETO.**

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the date first above written.

**TAYOR, BEAN & WHITAKER MORTGAGE
CORP.**

By: 
Name: Neil Curran
Title: Chief Marketing Officer

**SELENE RESIDENTIAL MORTGAGE
OPPORTUNITY FUND L.P.**

By: Selene Investment Partners LLC

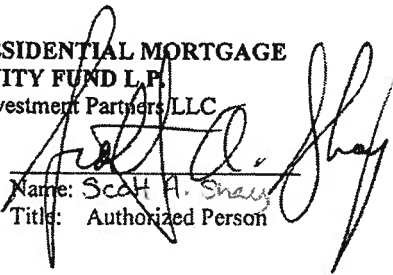
By: _____
Name:
Title: Authorized Person

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the date first above written.

**TAYOR, BEAN & WHITAKER MORTGAGE
CORP.**

By: _____
Name:
Title:

**SELENE RESIDENTIAL MORTGAGE
OPPORTUNITY FUND L.P.**
By: Selene Investment Partners, LLC

By: 
Name: Scott A. Shaw
Title: Authorized Person

EXHIBITS/SCHEDULES

EXHIBITS

Exhibit A	Form of Borrower's Request
Exhibit B	Form of Borrowing Base Certificate
Exhibit C	Form of Financing Order
Exhibit D	Form of Note
Exhibit E	Form of Subordination Agreement

SCHEDULES

Schedule 2.2	Bank Accounts
Schedule 4.1(a)	Land
Schedule 4.1(b)	Ground Leases
Schedule 4.1(c)	Condominium Units
Schedule 4.3(a)	Permitted Liens
Schedule 5.1	List of Subsidiaries
Schedule 5.6	Pending Litigation
Schedule 7.1	Indebtedness

EXHIBIT A

FORM OF BORROWER'S REQUEST

[DATE]

Selene Residential Mortgage Opportunity Fund L.P.
c/o Selene Investment Partners, LLC
50 Charles Lindbergh Boulevard
Uniondale, New York 11553
Attention: Chief Financial Officer

Reference is made to the Debtor-in-Possession Loan Agreement, dated as of October __, 2009, between Taylor, Bean & Whitaker Mortgage Corp. ("*Borrower*") and Selene Residential Mortgage Opportunity Fund L.P. ("*Lender*") (as the same may be amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*"). Capitalized terms used herein that are defined in the Loan Agreement shall have the meanings therein defined.

Pursuant to Section 2.2 of the Loan Agreement, Borrower hereby gives notice of its request for an Advance in the principal amount of \$_____ on _____, 200__.

Borrower hereby certifies that:

- (i) this request for an Advance is made in accordance with the provisions set forth in Sections 2.1 and 2.2 of the Loan Agreement;
- (ii) all of the applicable conditions set forth in Sections 3.1, and 3.2 have been satisfied or waived in writing by Lender;
- (iii) the funds will be used in an approved use pursuant to the Loan Agreement;
- (iv) after giving effect to the requested Advance, the aggregate Advances made to date will total \$_____ and the remaining availability under the Loan Agreement will be \$_____.

Borrower hereby further certifies that on the date hereof and on the date of the proposed new Advance, and after giving effect to the Advance requested hereby, there exists and shall exist no Default or Event of Default, each of the representations and warranties contained in each DIP Loan Document is and shall be true and correct in all material respects, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects at such earlier date.

IN WITNESS WHEREOF, Borrower has caused this Borrower's Request to be executed by its authorized representative as of the date and year first written above.

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

By: _____
Name:
Title:

EXHIBIT B

FORM OF BORROWING BASE CERTIFICATE

[DATE]

Selene Residential Mortgage Opportunity Fund L.P.
c/o Selene Investment Partners, LLC
50 Charles Lindbergh Boulevard
Uniondale, New York 11553
Attention: _____

Reference is made to the Debtor-in-Possession Loan Agreement, dated as of October __, 2009, between Taylor, Bean & Whitaker Mortgage Corp. ("*Borrower*") and Selene Residential Mortgage Opportunity Fund L.P. ("*Lender*") (as the same may be amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*"). Capitalized terms used herein that are defined in the Loan Agreement shall have the meanings therein defined.

Pursuant to the Loan Agreement, Borrower hereby certifies the following:

(A) Advance Commitment:	\$25,000,000
(B) Aggregate Amount of Advances previously made:	\$_____
(C) Value of Eligible Real Estate Assets:	\$_____
(D) 35% multiplied by (C) above:	\$_____
(E) Adjustments - unpaid property taxes:	\$_____
(F) Adjustments - unpaid mechanics' liens:	\$_____
(G) Adjustments - casualty events:	\$_____
(H) Adjustments - description variance:	\$_____
(I) Adjustments - sold Real Estate Assets:	\$_____
(J) Carve-out:	\$2,500,000
(K) Sum of (E) through (J) above:	\$_____
(L) Sum of (D) minus (K) above:	\$_____
(M) Sum of (A) minus (B) above:	\$_____

(N) Lower of (L) or (M) above: \$_____

Pursuant to Section 2.1 of the Loan Agreement, Borrower is executing and delivering to Lender this Borrowing Base Certificate and, subject to the terms and conditions set forth in the Loan Agreement, may borrow up to the amount set forth in item (N) above. Borrower represents and warrants to Lender that the information herein is true and correct.

IN WITNESS WHEREOF, Borrower has caused this Borrowing Base Certificate to be executed by its authorized representative as of the date and year first written above.

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

By: _____

Name:

Title:

EXHIBIT C

FORM OF FINANCING ORDER

SEE ATTACHED ORDER

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

In re:

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,**

Debtor.

Chapter 11

Case No. 3:09-BK-07047-JAF

**ORDER (A) AUTHORIZING DEBTOR TO OBTAIN POSTPETITION
FINANCING PURSUANT TO SECTIONS 105 AND 364 OF THE
BANKRUPTCY CODE, AND (B) GRANTING LIENS AND SUPER-
PRIORITY CLAIMS**

This matter came before the Court on _____, 2009 on the motion filed by Taylor, Bean & Whitaker Mortgage Corp., the debtor and debtor-in-possession (the "Debtor") in the above captioned Chapter 11 case (the "Case") dated October 21, 2009 (the "Motion"), requesting entry of this Order (the "Order"):

(1) authorizing and approving, pursuant to sections 105 and 364 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the postpetition financing (the "DIP Facility"), to be provided to the Debtor pursuant to the "DIP Loan Agreement" dated as of October 21, 2009 by and among Debtor, as Borrower, and Selene Residential Mortgage Opportunity Fund L.P. (the "DIP Lender"), and authorizing the incurrence by the Debtor of all Obligations¹ under the DIP Loan Agreement and the related DIP Loan Documents (as defined below) including, without limitation, all amounts due on account of principal, accrued interest,

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Loan Agreement.

unpaid fees and expenses, indemnification obligations and all other amounts due to the DIP Lender,

(2) requesting on a final and permanent basis, pursuant to sections 364(c)(1), 364(c)(2), and 364(d) of the Bankruptcy Code, that the Obligations under the DIP Facility:

a. have priority over any and all administrative expenses other than the Carve-out (as defined below), including, without limitation, administrative expenses or claims of the kind specified in sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other consensual or non-consensual lien, levy or attachment (the “DIP Superpriority Claim”);

b. be and be deemed to be secured by valid, binding, continuing, enforceable, fully perfected, priming and unavoidable first-priority senior security interests in, and liens upon (the “DIP Liens”) the Collateral (including the proceeds thereof), as provided for by sections 364(c) and (d) of the Bankruptcy Code, subject solely to the Carve-out to the extent provided for below;

(3) seeking the Court’s authorization pursuant to sections 361(a), 363(c), and 364(d)(1) of the Bankruptcy Code to provide adequate protection to those entities, if any, holding existing liens or claims on the Collateral, which liens and claims shall be “primed” and treated as junior in all respects to the DIP Facility from and after entry of this Order; and

(4) requesting this Court to vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Order.

Pursuant to Bankruptcy Rule 4001(c)(1), the Court having found that due and sufficient notice of the Motion and this Hearing (the "Hearing") was provided by the Debtor as set forth in paragraph H below; and having considered the pleadings filed with this Court; and having overruled all unresolved objections to the relief requested in the Motion; and upon the record made by the Debtor at the Hearing, and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. On August 24, 2009 (the "Commencement Date"), the Debtor commenced in this Court a case under chapter 11 of the Bankruptcy Code. The Debtor is managing its affairs as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. On September 11, 2009, pursuant to section 1102(a) of the Bankruptcy Code, the Office of the United States Trustee for the Middle District of Florida (the "U.S. Trustee"), appointed the official committee of creditors holding unsecured claims (the "Committee"). The Committee was represented by counsel at the Hearing.

C. By order of this Court dated September 3, 2009, Neil F. Luria (the "CRO") of Navigant Capital Advisors LLC was appointed to serve as chief restructuring officer of the Debtor.

D. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

E. The Debtor requires the availability of credit to finance the ordinary costs of its liquidation and the Servicing Reconciliation which is the subject of Stipulation Between Debtor Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank, dated September 11, 2009 [Docket No. 222] and to preserve the value of its estate. Without such credit, the Debtor would likely not be able to complete an orderly liquidation, and the Debtor's estate would likely suffer considerable harm or loss. Available cash collateral is inadequate for the Debtor's needs, purposes and operations.

F. The Debtor is unable to obtain sufficient financing from sources other than the DIP Lender on terms more favorable than under the DIP Facility and all the documents and instruments delivered or to be pursuant thereto or in connection therewith (inclusive of the DIP Loan Agreement, the "DIP Loan Documents"). Debtor is not able to obtain sufficient unsecured credit allowable as an administrative expense under Section 503(b)(1) of the Bankruptcy Code, credit for money borrowed with priority over all administrative expenses of the kind specified under sections 503(b) and 507 of the Bankruptcy Code, or credit for money borrowed secured by a junior lien on property of the estate which is subject to a lien, in each case on more favorable terms and conditions than those provided in the DIP Loan Agreement and this Order. The Debtor is unable to obtain new credit for borrowed money without granting to the DIP Lender the protections provided in the DIP Loan Documents and this Order.

G. The DIP Lender has indicated a willingness to consent and agree to provide financing to the Debtor subject to (i) the entry of this Order, (ii) the terms and conditions

of the DIP Loan Agreement, and (iii) findings by the Court that such postpetition financing is essential to the Debtor's estate, that the terms of such financing were negotiated in good faith and at arm's length, and that the DIP Lender's DIP Liens and DIP Superpriority Claims, and other protections granted pursuant to this Order and the DIP Loan Documents, will not be affected by any subsequent reversal, modification, vacatur or amendment of this Order or any other order, as provided in section 364(e) of the Bankruptcy Code. The DIP Lender has acted in good faith in negotiating, consenting to and in agreeing to provide the postpetition financing arrangements contemplated by this Order and the DIP Loan Documents and the reliance of the DIP Lender on the assurances referred to above is in good faith.

H. Notice of the Hearing and the entry of this Order has been provided to (i) counsel for the Creditor's Committee, (ii) the Office of the United States Trustee for the Middle District of Florida (the "U.S. Trustee"), (iii) counsel for the DIP Lender; and (iv) any other parties requesting or entitled to such notice (collectively, the "Notice Parties"). The requisite notice of the Motion and the relief requested thereby and this Order has been provided in accordance with Bankruptcy Rule 4001, which notice is good and sufficient for all purposes under the Bankruptcy Code, including, without limitation, sections 102(1) and 364 of the Bankruptcy Code, and no other notice need be provided as a condition to entry of this Order.

I. The Debtor has requested immediate entry of this Order pursuant to Bankruptcy Rule 4001(c) (2). Absent entry of this Order, the Debtor's estate will be irreparably harmed.

J. The ability of the Debtor to finance its liquidation and the availability to the Debtor of sufficient working capital through the incurrence of new indebtedness for borrowed money is in the best interests of the Debtor and its estate. The DIP Facility authorized

hereunder is vital to avoid irreparable harm to the Debtor's estate and to allow the orderly liquidation of the Debtor's businesses and completion of the Servicing Reconciliation. The relief requested in the Motion is necessary, essential and appropriate for the continued management, preservation and orderly liquidation of the Debtor's assets. It is in the best interest of the Debtor's estate to be allowed to establish the DIP Facility contemplated by the DIP Loan Agreement.

K. Based upon the pleadings and proceedings of record in this case: (i) the terms of the DIP Facility are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration; and (ii) the DIP Facility has been negotiated in good faith and at arm's length between the Debtor and the DIP Lender, and any credit extended, loans made, and other financial accommodations extended to the Debtor by the DIP Lender shall be deemed to have been extended, issued, or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

NOW THEREFORE, ON THE MOTION, AND THE RECORD BEFORE THE COURT WITH RESPECT TO THE MOTION AND THIS CASE, AND WITH THE CONSENT OF THE DEBTOR TO THE FORM AND ENTRY OF THIS ORDER, AND GOOD AND SUFFICIENT CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Disposition. The Motion is granted in its entirety in accordance with the terms and conditions set forth in this Order and the DIP Loan Agreement. Any objection that has not previously been withdrawn or resolved is hereby overruled. This Order shall immediately become effective upon its entry.

2. Authorization to Borrow. The DIP Loan Agreement is hereby approved on a final basis and the Debtor is authorized to borrow up to \$25,175,000.00 consistent with the terms of the DIP Loan Agreement. The Debtor is expressly authorized, empowered and directed to execute and deliver the DIP Loan Agreement and the documents contemplated thereby, and to incur and perform its obligations thereunder, and to execute and deliver all instruments, certificates, agreements and documents which may be required or necessary for the performance by the Debtor under the DIP Facility. The Debtor is authorized and directed to do and perform all acts, including paying the principal, interest and fees of the DIP Lender as provided under the DIP Loan Documents. Such fees shall not be subject to court approval. The DIP Loan Documents shall constitute evidence and are hereby deemed to be legal, valid, and binding obligations of the Debtor and of its estate any successors thereto, enforceable against the Debtor, its estate and its creditors in accordance with the terms of the DIP Loan Documents. Available financing and advances under the DIP Loan Agreement may be made available in accordance with the terms of the DIP Loan Documents to fund the Debtor's ordinary working capital and to pay such other amounts as are required or permitted to be paid pursuant to the DIP Loan Agreement and this Order.

3. Conditions Precedent. The DIP Lender shall have no obligation to make any loan or advance under the DIP Loan Agreement unless the conditions precedent to making same have been satisfied in full in accordance with the DIP Loan Agreement or waived in a writing signed by the DIP Lender. Among the conditions precedent is that the Bankruptcy Court shall have entered an order in form and content reasonably satisfactory to Lender, pursuant to the Bid Procedures Motion, providing that Selene RMOF REO Acquisition II LLC, an affiliate of

Lender (“Acquisition”), shall have been named the stalking horse bidder for the purchase of the Real Estate Assets on terms and conditions that are reasonably acceptable to Acquisition.

4. DIP Liens. As security for the Obligations, pursuant to sections 364(c)(2) and (d) of the Bankruptcy Code, the DIP Lender (effective as of the date of this Order without the necessity of the execution by the Debtor or the filing or recordation of mortgages, security agreements, control agreements, financing statements, or otherwise) is granted the DIP Liens, which are and shall be deemed to be secured by valid, binding, continuing, enforceable, fully perfected, priming and unavoidable first-priority senior security interests in, and liens upon all presently owned and hereafter acquired Collateral as described in the DIP Loan Agreement, senior and superior in priority to all other secured and unsecured creditors of the Debtor’s estate. The DIP Liens shall be subject to the payment of the Carve-out (as defined below). The DIP Liens shall secure all of the Obligations, and shall be superior to any security, mortgage or collateral interest or lien, claim or interest in or to any of the Collateral, subject only to the Carve-out. The DIP Liens will be valid and enforceable against any trustee appointed in this case, under chapter 7 or chapter 11 of the Bankruptcy Code, and in any other proceedings related to the case. The DIP Liens shall not be subject to Sections 506(c), 549, 550 or 551 of the Bankruptcy Code.

5. Superpriority Administrative Claim Status. Subject only to the Carve-out, all of the Obligations shall be an allowed superpriority administrative expense claim (the “DIP Superpriority Claim” and, together with the DIP Liens, the “DIP Protections”) with priority in the case and upon the conversion of the case to a case under Chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “Successor Case”) under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all

administrative expense claims and unsecured claims against the Debtor and its estate, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in, arising, or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. Other than the Carve-out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under Bankruptcy Code sections 328, 330, and 331, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Case, and no priority claims are, or will be, senior to, prior to or on a parity with the DIP Protections or the Obligations, or with any other claims of the DIP Lender arising hereunder.

6. Disposition of Collateral. Except as provided in the DIP Loan Agreement, the Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral without the prior written consent of the DIP Lender, and no such consent may be implied from any action, inaction or acquiescence by the DIP Lender.

7. Adequate Protection. There are no parties entitled to adequate protection with respect to the Collateral.

8. Carve-out. The DIP Superpriority Claim and the DIP Liens shall be subject to payment of the following in an amount not to exceed \$2,500,000 in the aggregate (collectively, the “Carve-out”): (i) (a) the unpaid fees of the clerk of this Court, (b) the unpaid fees of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and 31 U.S.C. § 3717, and (c) up to \$50,000 for unpaid fees and disbursements, including reasonable attorneys’ fees of a

chapter 7 trustee appointed in this case pursuant to section 726 of the Bankruptcy Code, and (ii) up to \$2,400,000 for the payment of the aggregate allowed unpaid fees and expenses during this case arising after the occurrence of an Event of Default and the acceleration of the Obligations pursuant to Section 9.1 of the DIP Loan Agreement payable under Sections 330 and 331 of the Bankruptcy Code to professionals retained pursuant to an order of the Court by the Debtor and any official creditors committee that may be appointed; provided, however, that no proceeds of the Collateral and no amounts received pursuant to the Professional Carve-out shall be used to pay compensation or expense reimbursement of any Professional Person or creditors' committee or any other costs incurred, directly or indirectly, in respect of, arising from or relating to, the commencement of, prosecution by, or joinder by any creditors' committee or any Person of any Adverse Bankruptcy Action, except to challenge whether an Event of Default has occurred. The foregoing shall not be construed as consent to the allowance of any fees and expenses referred to above and shall not affect the right of the Debtor, the DIP Lender, the Committee, the U.S. Trustee, or other parties in interest to object to the allowance and payment of such amounts. No payments of the Carve-out shall reduce the amount of the Obligations owed to the DIP Lender.

9. Payment of Administrative Claims. So long as no Event of Default shall have occurred and be continuing (i) the Debtor shall be permitted to pay administrative expenses allowed and payable by order of the Court under sections 330 and 331 of the Bankruptcy Code, as the same may become due and payable, and (ii) such payments shall not be applied to reduce the Carve-out.

10. Section 506(c) Waiver. As a further condition of the DIP Facility and any obligation of the DIP Lender to make any Advance pursuant to the DIP Loan Agreement and as

a condition of this Order, the Debtor (and any successors thereto or any representatives thereof, including any trustees appointed in this case or any Successor Case) shall be deemed to have waived any rights to surcharge the DIP Lender, the DIP Liens or any of the Collateral, including rights or benefits of Section 506(c) of the Bankruptcy Code, or otherwise. In no event shall the DIP Lender be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral or the DIP Liens.

11. Fees and Expenses of the DIP Lender. The Debtor will promptly, following receipt of a written invoice from the DIP Lender, pay the reasonable costs, fees (including reasonable attorneys’ fees), charges, and expenses incurred by the DIP Lender in connection with the DIP Loan Documents. Such fees and expenses will be paid by the Debtor whether or not the transactions contemplated hereby are consummated. None of such costs, fees, charges, and expenses shall be subject to Court approval and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court, provided that the Court shall have jurisdiction to determine any dispute concerning such invoices.

12. Lien Restrictions on the Collateral. Other than the Carve-out, until all of the Obligations have been irrevocably paid in full in cash, no claim, lien or security interest having priority superior to or *pari passu* with those granted by this Order to the DIP Lender shall be granted by the Debtor or permitted by any order of the Court heretofore or hereafter entered in this case, in whole or in part, with respect to any of the Collateral under Section 364 of the Bankruptcy Code or otherwise.

13. DIP Lien Perfection. This Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, recording any mortgage, security deed or deed of trust, filing any UCC financing statement, entering into any deposit account control agreement, or securities account control agreement or the taking of possession of any Collateral) in order to validate, perfect or enforce the DIP Liens or to entitle the DIP Liens to the priorities granted pursuant to this Order and the DIP Loan Agreement. Notwithstanding the foregoing, the DIP Lender may, in its sole discretion, file such mortgages, deeds of trust, financing statements, security agreements, notices and other agreements or documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such mortgages, deeds of trust, financing statements, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of this case. Subject to the terms and conditions of Section 13.6 of the DIP Loan Agreement, the Debtor shall execute and deliver to the DIP Lender any such mortgages, deeds of trust, financing statements, security agreements, notices and other agreements or documents as the DIP Lender may reasonably request to in order to preserve, enforce, protect or defend any of the DIP Lender's rights, powers and privileges granted under the DIP Loan Agreement, including the DIP Liens and the enforcement of the Obligations in connection with the DIP Loan Agreement, the other DIP Loan Documents and this Order and the priority of such DIP Liens granted pursuant to the DIP Loan Agreement and/or this Order. The DIP Lender in its discretion, may file a photocopy of this Order as

a mortgage, deed of trust, or financing statement with any recording officer designated to file mortgages, deeds of trust or financing statements or with any registry of deeds or similar office in any jurisdiction in which the Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Order.

14. Event of Default. As provided in the DIP Loan Agreement, failure by the Debtor to comply with any term of this Order shall constitute an Event of Default under the DIP Loan Agreement.

15. Rights and Remedies Upon Event of Default.

(a) Any automatic stay otherwise applicable to the DIP Lender is hereby modified so that after the occurrence of any Event of Default and at any time thereafter upon five (5) business days prior notice via email or facsimile of such occurrence, in each case given to each of counsel for the Debtor, counsel for Creditors Committee and the and the U.S. Trustee, the DIP Lender shall be entitled to exercise its rights and remedies based upon the DIP Loan Documents. Notwithstanding the occurrence of an Event of Default: (i) the Debtor shall continue to deliver and cause the delivery of all Net Cash Proceeds to the DIP Lender as provided in the DIP Loan Agreement (ii) the DIP Lender shall continue to apply such proceeds in accordance with the provisions of the DIP Loan Agreement; (iii) the Debtor shall have no right to use any of such proceeds; and (iv) in such event, any obligation otherwise imposed on the DIP Lender to provide any loan or advance to the Debtor pursuant to the DIP Facility shall be suspended, provided that, in the DIP Lender's reasonable discretion, the DIP Lender may continue to make loans and advances to (A) maintain, protect or preserve the Collateral or its rights therein, and/or (B) implement and exercise its rights and remedies in accordance with the terms of the DIP Loan Agreement, including in connection with the sale of the Collateral. Following the giving of

notice by the DIP Lender of the occurrence of an Event of Default, the Debtor shall be entitled to an emergency hearing before this Court solely for the purpose of contesting whether an Event of Default has occurred. If the Debtor does not contest the right of the DIP Lender to exercise its remedies based upon whether an Event of Default has occurred within such time period, or if the Debtor does timely contest the occurrence of an Event of Default and the Court declines to stay the enforcement thereof within such five (5) business day period, the automatic stay, as to the DIP Lender shall automatically terminate at the end of such notice period.

(b) The automatic stay imposed under Bankruptcy Code section 362(a) is hereby modified pursuant to the terms of this Order as necessary to (1) permit the Debtor to grant the DIP Liens and to incur all Obligations to the DIP Lender under the DIP Loan Documents, the DIP Facility, and this Order, as applicable, (2) authorize the DIP Lender to retain and apply payments hereunder, and (3) otherwise permit the DIP Lender to take any action permitted in accordance with this Order.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the DIP Lender's rights to seek any other or supplemental relief in respect of the Debtor or the DIP Lender's rights, as provided in the DIP Loan Agreement, to suspend or terminate the making of loans under the terms provided in the DIP Loan Agreement.

16. Proofs of Claim. The DIP Lender will not be required to file proofs of claim in this case or any Successor Case on account of the Obligations.

17. Binding Effect. The provisions of this Order shall be binding upon and inure to the benefit of the DIP Lender and the Debtor. Any successors or assigns of the Debtor (including any trustee or other fiduciary hereinafter appointed as a legal representative of the

Debtor or with respect to the property of the estate of the Debtor) whether in this case, in any Successor Case, or upon dismissal of any such chapter 11 or chapter 7 case, shall be bound by the provisions of this Order.

18. Survival. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any Plan in this case, (ii) converting this case to a case under chapter 7 of the Bankruptcy Code, (iii) dismissing this case, (iv) withdrawing of the reference of this case from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of this case in this Court. The terms and provisions of this Order including the DIP Protections granted pursuant to this Order and the DIP Loan Documents shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections shall maintain their priority as provided by this Order until all of the Obligations of the Debtor to the DIP Lender pursuant to the DIP Loan Agreement have been indefeasibly paid in full and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Loan Agreement which survive such discharge by their terms). The Obligations shall not be discharged by the entry of an order confirming a Plan, the Debtor having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code. The Debtor shall not propose or support any Plan that is not conditioned upon the payment in full in cash of all of the Obligations on or prior to the earlier to occur of (i) the effective date of such Plan and (ii) the Termination Date. This Court shall retain jurisdiction, notwithstanding any dismissal of this case, for the purpose of enforcing the DIP Liens and the DIP Superpriority Claim.

19. Modifications. The Debtor is authorized to do and perform all acts which may be reasonably required or necessary for the Debtor's performance under the DIP Facility

and this Order, including, without limitation, the modification or amendment of the DIP Loan Agreement or any other DIP Loan Documents with the consent of the DIP Lender without further order of this Court, in each case, in such form as the Debtor and the DIP Lender may agree (except for any modification or amendment to shorten the maturity of Advances made under the DIP Loan Agreement or increase the rate of interest or fees payable thereunder); *provided, however*, that notice of any material modification or amendment shall be provided to the Committee and the U.S. Trustee, each of which will have five (5) days from the date of such notice within which to object in writing; *provided further, however*, that if such objection is timely provided, then such modification or amendment shall be permitted only pursuant to an order of the Court. The Debtor waives any right to seek any modification or extension of this Order without the prior written consent of the DIP Lender, and no such consent may be implied by any action, inaction or acquiescence of the DIP Lender.

18. Insurance Policies. Effective as of entry of this Order, the DIP Lender shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payees on each insurance policy maintained by the Debtor which in any way relates to the Collateral.

19. Subsequent Reversal. The DIP Loan Agreement was negotiated in good faith and at arms' length between the Debtor and the DIP Lender, and DIP Lender is fully entitled to protection under section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Order or the DIP Loan Documents are hereafter modified, vacated, amended, or stayed by subsequent order of this Court or any other court without the consent of the DIP Lender: (i) such modification, vacatur, amendment, or stay shall not affect the validity of any obligation of the Debtor to the DIP Lender that is or was incurred prior to the effective date of

such modification, vacatur, amendment, or stay (the “Effective Date”), or the validity, enforceability or priority of the DIP Superpriority Claim or DIP Liens authorized or created by this Order and the DIP Loan Documents; and (ii) the Obligations pursuant to this Order and the DIP Loan Documents arising prior to the Effective Date shall be governed in all respects by the original provisions of this Order and the DIP Loan Documents, and the validity of any such credit extended or lien, claim or security interest granted pursuant to this Order and the DIP Loan Documents is and shall be protected by section 364(e) of the Bankruptcy Code. Because any Advances made pursuant to the DIP Loan Agreement will be made in reliance on this Order, the obligations owed to the DIP Lender prior to the effective date of any stay, modification or vacation of this Order shall not, as a result of any subsequent order in this case or in any Successor Case, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lender under this Order and/or the DIP Loan Agreement.

22. Additional Collateral Rights. As long as the Obligations have not been irrevocably paid in full in cash: (i) there shall not be entered in this case or any Successor Case any order which authorizes relief from the automatic stay permitting anyone other than the DIP Lender to realize upon any portion of the Collateral; and (ii) without limiting any of the foregoing, if the Debtor, its successor, estate, trustee or other authorized representative shall obtain credit or incur debt pursuant to sections 364 (b) 364(c) or 364(d) of the Bankruptcy Code in violation of the DIP Loan Agreement, then all of the cash proceeds derived from such credit or debt shall immediately be applied to reduce the Obligations owed to the DIP Lender, until all Obligations have been irrevocably paid in full in cash. Nothing contained herein shall prejudice, impair, or otherwise affect the DIP Lender’s right to seek any other or supplemental relief in

respect of its rights arising out of the DIP Loan Agreement, or to suspend or terminate the making of any Advances to the Debtor under the DIP Loan Agreement.

23. No Third Party Rights. Except as explicitly provided for herein, this Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

24. Findings of Fact and Conclusions of Law. This Order constitutes findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable immediately upon the entry thereof. Any applicable stay, including, without limitation, under Bankruptcy Rule 6004(h), is hereby waived and shall not apply to this Order.

25. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Order and the DIP Loan Documents according to their terms. This retention of jurisdiction includes without limitation jurisdiction over proceedings initiated by DIP Lender or the Debtor's estate to foreclose on or sell the Collateral, either in whole or in part, pursuant to Section 363 of the Bankruptcy Code or otherwise, in order to satisfy or reduce the Obligations.

26. Controlling Effect of Order. To the extent any provision of this Order conflicts with any provision of the Motion, the provisions of this Order shall control.

27. Adequate Notice. Notice of the Hearing and the relief requested in the Motion has been provided by the Debtor to the Committee, the U.S. Trustee, and as set forth in the Certificate of Service filed with respect to the Motion. The notice given by the Debtor of the Motion and the Hearing was given in accordance with the applicable Bankruptcy Rules, was due and sufficient and no other or further notice of the Motion was necessary or required. Within

three (3) business days after the Court's entry of this Order, the Debtor shall mail copies of this Order to the Notice Parties.

SO ORDERED, ADJUDGED, DECREED AND STIPULATED, this ____ day of _____ 2009 at Jacksonville, Florida.

JERRY A. FUNK
United States Bankruptcy Judge

[CONTINUED ON NEXT PAGE]

Prepared and presented by:

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Special Counsel for Debtor

EXHIBIT D

FORM OF NOTE

SEE ATTACHED PROMISSORY NOTE

PROMISSORY NOTE**\$25,000,000**

_____, 2009

FOR VALUE RECEIVED, TAYLOR, BEAN & WHITAKER MORTGAGE CORP. (the "Borrower") hereby promises to pay to SELENE RESIDENTIAL MORTGAGE OPPORTUNITY FUND L.P. or its assigns (the "Lender"), in accordance with the provisions of the Agreement (as hereinafter defined), the principal amount of Twenty Five Million Dollars (\$25,000,000) or such lesser principal amount as may be outstanding from time to time under that certain Debtor-in-Possession Loan Agreement, dated as of October __, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined), between the Borrower and the Lender.

The Borrower promises to pay to the Lender interest on the unpaid principal amount of each Advance from the date of such Advance until such principal amount is paid in full, at such interest rates and at such times as provided in the Agreement. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Agreement.

This Note is the Note referred to in the Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is secured by the Collateral as provided in the Agreement. Upon the occurrence and continuation of one or more of the Events of Default specified in the Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Agreement. Advances made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business (including, at Lender's option, the attachment of schedules to this Note, upon which the Lender may endorse the date and amount of its Advances and payments with respect thereto); provided, however, that the failure of Lender to maintain such records or any error therein shall not in any manner affect the obligations of Borrower to repay the Advances or Obligations in accordance with their terms.

In addition to and not in limitation of the foregoing and the provisions of the Agreement, the Borrower further agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including, without limitation, attorneys' fees and legal expenses, incurred by the holder of this Note in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

The Borrower, for itself, its successors and assigns, hereby waives, to the maximum extent permitted by law, diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be duly executed as of the date set forth above.

**TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.**

By: _____

Name: _____

Title: _____

ADVANCES AND PAYMENTS with respect thereto

Date	Amount of Advance Made	Amount of Principal or Interest Paid This Date	Outstanding Principal Balance This Date	Notation Made By

EXHIBIT E
FORM OF ACKNOWLEDGEMENT
SEE ATTACHED ACKNOWLEDGEMENT

**FORM OF
SUBSIDIARY ACKNOWLEDGMENT**

Each of the undersigned hereby acknowledges and agrees that:

1. It has read and is familiar with the Debtor-in-Possession Loan Agreement, dated as of October __, 2009 (the "DIP Loan Agreement") between Taylor, Bean & Whitaker Mortgage Corp. (the "Borrower") and Selene Residential Mortgage Opportunity Fund L.P. ("Lender"), a copy of which is attached hereto. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the DIP Loan Agreement.
2. It hereby consents and agrees to the terms of the DIP Loan Agreement and the Liens, rights and relief granted to Lender under the DIP Loan Agreement and the Financing Order to be entered by the Bankruptcy Court, including, but not limited to, the priming of any Lien that each of the undersigned has or may obtain against any of the Collateral.
3. The individual signing on behalf of any entity listed below represents that he or she has the authority to execute this Acknowledgment on behalf of such entity and/or bind it hereby.
4. Each of the undersigned is executing this Acknowledgment in order to induce Lender to enter into the DIP Loan Agreement.

[Add Signatures]

ACKNOWLEDGMENT

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
My commission expires on _____
(Seal)

Schedule 2.2

Bank Accounts

Bank name	Regions Bank
Bank Address	111 N. Orange Avenue
City, State and Zip	Orlando, FL 32801
Acct#	0123293640
ABA# (via wire)	062005690
ABA# (via ACH)	063104668
Beneficiary name	TBW Mortgage Corp. Operating Account

Schedule 4.1 (a)

Land

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
2157195	11502 W Dana Lane	Avondale	AZ	85392	SF	1995	4	3
1392517	1219 North 119th Avenue	Avondale	AZ	85392	SF	2004	3	2.5
1758758	147 Nevada Street	Kingsburg	CA	93631	SF	2001	4	2
1285871	281 Observatory Avenue	Ukiah	CA	95482	SF	1960	4	2
2071644	3607 Cook Street	Denver	CO	80205	SF	1949	2	1
1357959	34701 Pinehurst Greene Way	Zephyrhills	FL	33541	SF	2005	4	2
1023927	674 CANNA DRIVE	DAVENPORT	FL	33897	PU	2005	4	2
2982822	6052 N. Troy St.	Chicago	IL	60659	SF	1946	3	2.5
7016331	15221 SW 80 STREET #502	MIAMI	FL	33193	CO	1992	3	2
1512207	310-F Winding River Drive	Atlanta	GA	30350	CO	1970	2	2.5
1291514	386 Tucson Street	Aurora	CO	80011	SF	1962	4	2
1340948	193 Cain Bridge Meadows	Demorest	GA	30535	SF	2006	3	2
2705144	681 Malvern Blvd	Stone Mountain	GA	30087	PU	1994	4	2.5
567806	795 Hammond Drive #1204	Atlanta	GA	30328	CO	1990	1	1
1214318	735 Formwalt Street	Atlanta	GA	30315	SF	2006	3	2.5
1530095	47 Chestatee Way	Dallas	GA	30132	SF	2006	3	2
2131938	2024 Shady Lane	Tucker	GA	30084	SF	1955	3	1
1119077	1001 WEST COLLEGE ST EXT	GRIFFIN	GA	30224	SF	1963	2	1
2202609	6811 SOUTH PARNELL AVENUE	CHICAGO	IL	60621	SF	1893	4	2
1718277	4745 W School St #GE	Chicago	IL	60641	CO	1914	3	1
1376762	447 Cavalier Court Unit 3-7	West Dundee	IL	60118	CO	1976	2	1.5
2982814	1607 North 15th Avenue	Melrose Park	IL	60160	SF	1954	2	1
1828973	8319 Lavergne Av	Burbank	IL	60459	SF	1959	2	1
1422233	2500 Cherry Creek South Drive #124	Denver	CO	80209	CO	2000	2	2
1365792	108 TIPSORD ST.	ARROWSMITH	IL	61722	SF	0	0	0
2036357	501 Main st	Battle Creek	MI	49014	SF	1919	5	2
1677282	791 East Benton	Aurora	IL	60505	SF	1909	3	1.5
871959	10917 KENTFIELD DR	LEBANON	IL	62254	SF	2005	0	0
1999075	18 FAIRVIEW DRIVE	FAIRVIEW HEIGHTS	IL	62208	SF	1955	3	1
1761376	224 Chad B. Baker Street	Reserve	LA	70084	SF	1958	3	1
1317898	81 Westminster Avenue Unit D	Boston	MA	2119	CO	2004	2	2
1363939	901 Sawmill Creek Road	Evergreen	CO	80439	SF	2006	4	3.5
2018782	7417 Grandville Avenue	Detroit	MI	48228	SF	1942	3	1
1961811	37903 Joyce Drive	Sterling Heights	MI	48312	CO	1974	3	1.5
2068348	14770 Agnes Street	Eastpointe	MI	48021	SF	1943	3	1
2299904	20261 Burt Road	Detroit	MI	48219	SF	1954	3	1
1629521	120 Geneva St	Highland Park	MI	48203	SF	1912	4	1
2858182	25065 Glenbrooke Dr.	Southfield	MI	48033	CO	1972	3	2.5
2375998	20522 Ohio Street	Detroit	MI	48221	SF	1936	3	1
2188171	11607 290th Court NW	Princeton	MN	55371	MH	2001	2	1
1531086	4000 Askew Avenue	Kansas City	MO	64130	SF	1955	3	1
2646037	3165 Michigan Avenue	St. Louis	MO	63118	SF	1900	2	1
733149	86 Mannsfield Lane	Broadway	NC	27505	MH	2005	4	2
1637183	45 Vista del Sur	Angel Fire	NM	87710	SF	2000	0	0
1795877	38 E Serene Ave Unit 317	Las Vegas	NV	89123	CO	2006	2	2
625485	1827 Wood Duck Drive East	Chambersburg	PA	17202	SF	0	3	1
2537630	287 Atchison Rd	Camden	TN	38320	MH	1998	3	2

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
2348958	4905 Jamestown Drive	McKinney	TX	75071	PU	2002	5	3.5
1696909	1136 MORRAINE VIEW DRIVE UNIT 202	Madison	WI	53719	CO	1989	3	1
215923	2012 SHADY LANE	Bessemer	AL	35023	SF	0	0	0
1907885	6816 1st Avenue South	Birmingham	AL	35212	SF	1934	3	2
2059775	1008 Shelton Street	Birmingham	AL	35215	SF	1955	3	1.5
1853231	7432 Paris Avenue	Birmingham	AL	35206	SF	1935	4	1
1099963	8036 Deerwood Drive	Daphne	AL	36526	SF	2006	3	2
862528	277 Beauville Drive	Dothan	AL	36303	SF	2005	3	2
1822530	4170 Spinnaker Drive #705	Gulf Shores	AL	36542	CO	1997	2	2
626392	762 County Highway 25	Hamilton	AL	35570	SF	1973	3	1
1544025	7113 Fairway Drive	Montgomery	AL	36116	SF	1980	5	2.5
1924437	104 PERSIMMONS STREET	TROY	AL	36081	MH	1999	5	3
7020283	505 Cain Ave	HUNTSVILLE	AR	72740	SF	1954	4	2
2811416	3115 Wynne Drive	Little Rock	AR	72204	SF	1963	4	1.5
1345606	25664 West Elwood Street	Buckeye	AZ	85326	PU	2005	5	2.5
2982834	539 East Royal Palms Drive	Mesa	AZ	85203	SF	1981	2	1
1246949	13037 W ASTER DRIVE	El Mirage	AZ	85335	SF	2002	3	2
1162616	17756 North North Drive	Dolan Springs	AZ	86441	MH	1981	3	2
2099347	3348 South Colt Drive	Gilbert	AZ	85297	SF	2000	5	2.5
2334230	6977 W. San Miguel Avenue	Glendale	AZ	85303	SF	1973	2	2
1670430	14778 W. Windsor Ave.	Goodyear	AZ	85395	SF	2004	3	2
1641645	5786 East Wade Lane	Hereford	AZ	85615	MH	2004	3	2
1673613	15260 West Roanoke Avenue	Goodyear	AZ	85395	SF	2004	3	2.5
830551	5514 WEST ELLIS DRIVE	Laveen	AZ	85339	SF	0	0	0
2266256	1452 N. ANANEA	Mesa	AZ	85207	SF	1988	3	1
2017787	226 South Ellsworth Road	Mesa	AZ	85208	MH	1998	3	2
2137678	4137 East Shea Blvd.	Phoenix	AZ	85028	SF	1969	3	2
1240038	125 North 22nd Place #82	Mesa	AZ	85213	SF	2000	3	3
1490998	9426 E. Los Lagos Vista Ave. #1	Mesa	AZ	85209	SF	2001	4	2.5
1848408	11275 NORTH 99TH AVENUE	PEORIA	AZ	85345	MH	1993	3	2
1727021	8644 East Montecito Avenue	Scottsdale	AZ	85251	SF	1967	3	2
1663836	3402 North 32nd Street #162	Phoenix	AZ	85018	CO	1970	2	2
2015642	519 NORTH 21ST PLACE	Phoenix	AZ	85006	SF	1948	3	2
1801262	2341 East Cactus Road Unit 34	PHOENIX	AZ	85022	CO	1976	3	2.5
2123067	1913 NORTH 106TH AVENUE	AVONDALE	AZ	85392	PU	2001	3	2.5
1948706	730 West Bowker Street	Phoenix	AZ	85041	PU	2004	3	2
2982842	520 North 98th Street	Mesa	AZ	85207	SF	1957	3	1
1227294	3236 E Chandler Blvd #2075	Phoenix	AZ	85048	CO	1996	1	1
2982847	1005 East Marco Polo Road	Phoenix	AZ	85024	SF	1984	2	2
1194442	183 West Primoroso Drive	Gilbert	AZ	85233	MF	1993	3	2
2271847	46 Theodore Street Unit 3	Dorchester	MA	2124	CO	1905	2	1
1800947	7242 E Night Watch Way	Prescott Valley	AZ	86314	SF	2005	4	3
1737812	1073 East Nickleback Street	Queen Creek	AZ	85243	SF	2006	5	2.5
1486253	211 W 15th Street	Safford	AZ	85546	SF	0	3	2
1848754	709 East Harmont Drive	Phoenix	AZ	85020	SF	1969	4	2
1694791	23311 NORTH 121ST DRIVE	Sun City	AZ	85373	SF	2005	4	2.5
1094272	9206 West Heber Road	Tolleson	AZ	85353	SF	2006	3	2
2337088	8026 WEST GREER	PEORIA	AZ	85345	SF	1985	3	2
2062461	13183 East 39th Place	Yuma	AZ	85367	MH	2007	2	1
2982828	133 Lighthouse Court	San Jacinto	CA	92583	SF	2004	3	3
2047323	1509 9th St	Bakersfield	CA	93307	MF	2007	6	4

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
2982848	815 Ada Street Unit 110	Chula Vista	CA	91911	CO	2006	3	2.5
1701493	9050 South Temple Creek Road	Escalon	CA	95320	MH	1990	3	2
1422043	139 LA AMISTAD WAY	HEMET	CA	92545	PU	2003	3	2.5
2207239	26825 Maple Glen St	Murrieta	CA	92563	SF	1999	4	2.5
2126061	1124 Tia Juana Street	San Bernardino	CA	92411	SF	1947	2	1
2742057	7971 SPRINGGARDEN WAY	SACRAMENTO	CA	95828	SF	2005	3	2
1547203	705 South Latimer Street	Tulare	CA	93274	SF	1997	3	2
2028421	5663 34TH STREET	RIVERSIDE	CA	92509	SF	1955	2	1
7039459	821 Melham Ave	La Puente	CA	91744	SF	0	4	1
2033984	44046 42nd Street West	Lancaster	CA	93536	SF	2007	5	3
7016169	488 E. Ocean Blvd # 1709	LONG BEACH	CA	90802	CO	2005	1	1
7023597	200-202 W 87th Place	LOS ANGELES	CA	90003	MF	1930	5	3
7047311	29638 Desert Terrace Dr	MENIFEE	CA	92584	SF	1999	4	2.5
1198014	24022 MOUNT RUSSELL DRIVE	Moreno Valley	CA	92553	SF	1984	3	2.5
1826168	464 East Taylor Street	San Jose	CA	95112	MF	1948	3	1
7020542	10156 East Avenue R-10	LITTLEROCK	CA	93543	SF	1984	3	2
1646970	40242 Castana Lane	Palmdale	CA	93551	SF	1994	4	3
7070511	41009 KNOLL DRIVE	PALMDALE	CA	93551	PU	2003	4	4
7012002	7324 Stonehaven Place	RANCHO CUCAMONGA	CA	91730	PU	1993	3	2.5
1737666	1242 and 1244 Herald Street	Redlands	CA	92374	MF	1963	4	2
7053267	624 West Van Koevinger Street	Rialto	CA	92376	SF	1956	4	2.5
7047770	2920 Prospect Ave	RIVERSIDE	CA	92507	SF	2006	4	2
1868381	3679 N. D STREET	San Bernardino	CA	92405	SF	1950	3	1
1568944	645 Heritage Circle	San Lorenzo	CA	94580	PU	2004	4	2.5
2982844	226 Contra Costa Street	Vallejo	CA	94590	SF	0	0	0
7040246	7628 Louise Avenue	VAN NUYS	CA	91406	SF	1951	3	1
2533985	1024 Fremont Boulevard	West Sacramento	CA	95605	SF	1959	3	2
7055404	22450 Broken Lance Court	APPLE VALLEY	CA	92307	SF	1996	4	2.5
1785884	11070 EAST 7TH AVENUE	AURORA	CO	80010	SF	1954	4	1
1770437	1906 EAGLE STREET	AURORA	CO	80011	PU	1981	2	1.5
2350350	16326 E. Fremont Ave #11	Aurora	CO	80016	CO	0	0	0
1245835	7796 POPLAR STREET	COMMERCE CITY	CO	80022	SF	1958	3	2
1120112	2340 Crestview Court	Canyon City	CO	81212	MH	0	2	1
1357192	4192 Ireland Court	Denver	CO	80249	SF	1999	3	2.5
2346742	15535 SOFTWOOD DRIVE	ELBERT	CO	80106	SF	1981	5	2
1745399	2722 West 2nd Ave	Denver	CO	80219	SF	1906	1	1
563846	7440 South Blackhawk Street Bldg 15 #103	Centennial	CO	80112	CO	0	0	0
2007652	6756 SOUTH DETROIT COURT	CENTENNIAL	CO	80122	SF	1965	5	2.5
2177159	264 King Street	Denver	CO	80219	SF	1912	3	1
1283706	7900 Hollywood Street	Commerce City	CO	80022	SF	1958	3	1
1871140	4945 Enid Way	Denver	CO	80239	SF	1994	3	3
2186998	4257 QUIVAS STREET	DENVER	CO	80211	SF	1901	2	1
1830389	19012 E CHENANGO CIR	Aurora	CO	80015	PU	1996	4	3
1789459	3515-3517 Leyden Street	Denver	CO	80207	MF	1955	3	1
1573415	3033 42nd Avenue	Greeley	CO	80634	SF	2006	3	2.5
934788	809 North View Circle	Limon	CO	80828	PU	1980	2	1.5
2663403	1020 EAST 71ST AVENUE	Denver	CO	80229	SF	1947	3	2
1189898	898 Arbutus Street	Middletown	CT	6457	SF	1959	4	2
1776359	1263 quinnipiac ave	New Haven	CT	6513	MF	1920	4	2
1725398	125 Prospect St. #4H	Stamford	CT	6902	CO	1940	1	1

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
2028759	1023 48TH STREET NE	WASHINGTON	DC	20019	SF	1924	3	2
1177874	430 Forestway Cir #7-30	Altamonte Springs	FL	32701	CO	1996	1	1
2244185	312 DIVISION AVENUE NE	WASHINGTON	DC	20019	SF	1941	3	1
1237479	2324 Sweetwater Country Club Place Drive	Apopka	FL	32712	SF	1986	4	2.5
347735	3648 HOLIDAY LAKE DRIVE	HOLIDAY	FL	34691	SF	1970	2	2
2570144	1718 SE 15th Terrace	Cape Coral	FL	33990	SF	1978	3	2
1235579	411 SW 33rd Terrace	Cape Coral	FL	33914	SF	1984	3	2
7017520	1578 Ewing Ave	Clearwater	FL	33756	SF	1925	2	1
1981037	281 Deeyan Avenue NW	Palm Bay	FL	32907	SF	1993	3	2
1422928	3317 Lakeshore Drive	Chipley	FL	32428	MH	2007	3	2
953979	6301 Bayhill Lane	Sebring	FL	33876	SF	0	2	2
2080522	13146 TURKEY CREEK ROAD	BRISTOL	FL	32321	SF	1962	3	1
1927056	4420 NW 79 AVENUE 2E	DORAL	FL	33166	CO	1970	2	2
1950436	8076 BEECHDALE DRIVE	Orlando	FL	32818	PU	1989	3	2
2050787	5036 NW 61st Ave	Ocala	FL	34482	SF	2007	3	2
1730235	1938 REVERE	CHICAGO HEIGHTS	IL	60411	SF	1960	3	1
1026838	1116 SE 34th St	Cape Coral	FL	33904	SF	1981	3	2
1831112	1421 SE 1st St	Gainesville	FL	32601	SF	1958	3	2
1008385	7882 Carriage Pointe Dr.	Gibsonton	FL	33534	PU	2005	4	2.5
2460333	1082 Bice Grove Road	Haines City	FL	33844	MH	1999	3	2
1342392	908 DEL MONACO AVENUE	INTERLACHEN	FL	32148	MH	0	0	0
1727192	2070 Mandarin Lane	Naples	FL	34120	SF	2006	4	2
1540273	204 Patton Avenue	Lake Placid	FL	33852	SF	1987	3	2
7008677	4404 E 3rd St	Lehigh Acres	FL	33936	SF	2007	4	2
1207644	218 Edward Avenue	Lehigh Acres	FL	33936	SF	1986	3	2
1358978	377 N. Nowell St.	Orlando	FL	32835	SF	1984	4	2
7029892	11730 SW 222 STREET	MIAMI	FL	33170	SF	1936	2	1
2633707	171 Stanely Bell Drive	Mount Dora	FL	32757	PU	1959	2	2
1353065	4520 25th Ct. SW	Naples	FL	34116	SF	1981	3	2
7027131	4459 47TH AVE NE	NAPLES	FL	34120	SF	1995	3	2
852392	8431 Fantasia Park Way	Riverview	FL	33578	MH	2000	4	2
1346540	5100 Burchette Road #2904	Tampa	FL	33647	CO	1987	2	2.5
963796	460 39TH AVENUE NE	NAPLES	FL	34120	SF	1984	0	0
1156128	18403 Meadow Blossom Lane	Tampa	FL	33647	SF	2003	5	3
677447	3055 Orr Drive	Atlanta	GA	30344	SF	1976	3	2
1218502	3800 Sawgrass Way #3138	Naples	FL	34112	CO	2002	2	2
1433107	4821 NW 61st Avenue	Ocala	FL	34482	SF	2006	3	2
7050109	295 Gano Avenue	ORANGE PARK	FL	32073	SF	1971	4	2
2319477	5809 North Lane	Orlando	FL	32808	SF	1959	3	1
1298540	11500 Westwood blvd. #625	Orlando	FL	32821	CO	1989	1	1
2027854	116 N. Oxalis Drive	Orlando	FL	32807	SF	1955	3	2
1459135	22149 BREEZESWEPT AVENUE	PORT CHARLOTTE	FL	33952	SF	1964	2	1
2429210	7223 WHITE TRILLIUM CIRCLE	ORLANDO	FL	32818	PU	2007	4	3
7077395	2550 North Alafaya Trail #3206	ORLANDO	FL	32826	CO	1989	2	1
2069266	4655 Cason Cove Dr #2823	Orlando	FL	32811	CO	1988	2	2
1474196	8556 Jacaranda Avenue	Seminole	FL	33777	SF	1958	2	1
956449	1052 Pompano Drive	Rockledge	FL	32955	SF	0	4	2
1435529	30806 Stewart Road	Eustis	FL	32736	MH	2001	3	2
1498278	8261 Pathfinder Loop #735	Fort Myers	FL	33919	CO	2006	2	2
1344794	4011 Cantoria Ave	Sebring	FL	33872	PU	1988	2	2
1255861	1522 Lindale Circle	Lehigh Acres	FL	33936	SF	1972	2	1

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
1209954	203 Coverdale Road	Winter Haven	FL	33884	SF	2005	4	2
1374497	2776 Eagle Canyon Drive S	Kissimmee	FL	34746	PU	2005	4	2.1
2029799	17106 CARRINGTON PARK DR. #612	TAMPA	FL	33647	CO	1996	1	1
1596037	1451 Falconwood Court	Apopka	FL	32712	SF	1998	5	3
1263060	241 Williams Street	Aragon	GA	30104	SF	1938	3	2
51068	870 Ridge Avenue	Atlanta	GA	30318	SF	1955	4	2
1160118	906 Gaston Street SW	Atlanta	GA	30310	SF	1940	3	1
1905866	506 McWilliams Road SE	Atlanta	GA	30315	SF	2006	4	3
1481053	899 Booker Washington Dr NW	Atlanta	GA	30314	SF	2005	3	2.5
1737482	1409 Rome Drive NW	ATLANTA	GA	30314	SF	2006	3	2.5
2176254	1173 Fenwood Street SW	Atlanta	GA	30314	SF	1945	2	1
1880130	3106 Memorial Drive SE #C1	Atlanta	GA	3E+08	CO	1965	2	1
732466	1511 SIMPSON ROAD	ATLANTA	GA	30314	MF	1950	5	4
2974994	1405 Mims Street SW	Atlanta	GA	30314	MF	1940	3	2
1962721	3419 Sable Chase Lane	Atlanta	GA	30349	PU	2002	3	2.5
1609517	4960 Webb Drive	Colorado Springs	CO	80916	SF	1978	3	1
737093	718 Cascade Avenue SW (2-4 Unit)	Atlanta	GA	30310	MF	1930	4	4
1043138	613 Pheasant Ridge Drive	Warner Robins	GA	31088	SF	2002	7	4
2108199	9956 HOLLY LANE #2N	DES PLAINES	IL	60016	CO	1977	2	1
1586358	133 Ericson Street	Atlanta	GA	30317	SF	1961	2	1
2268033	2530 Zane Drive SW	Atlanta	GA	30331	SF	2005	4	2.5
1793736	1899 Montvallo Terrace SE	Atlanta	GA	30316	SF	1963	4	2.5
2025977	4579 Logans way	Augusta	GA	30909	SF	2007	4	2
1521183	1447 Westminster St #1B	Providence	RI	2909	CO	1888	1	1
128403	1262 Woodyard Road	Brooklet	GA	30415	MF	0	0	0
800880	1285 Reedsville Road	Clyo	GA	31303	MH	1998	3	2
1074606	4183 Winston Circle	College Park	GA	30349	PU	2006	3	3
210098	2345 Shoal Creek Road	Colbert	GA	30628	MH	2002	3	2
1273659	65 Bermuda Circle	Covington	GA	30016	SF	1997	4	3.5
2014929	1708 Little Fox Lane	Dacula	GA	30019	SF	2006	5	4.5
1172118	211 Westbridge Drive	Dallas	GA	30157	PU	2006	3	2
1959037	5152 Flemish Court	College Park	GA	30349	SF	1969	3	1.5
2868903	3827 Laurenhill Lane	Decatur	GA	30034	SF	1990	4	2
1046376	3217 Bunny Lane	Decatur	GA	30034	SF	1959	3	1.5
694003	205 PECAN LANE	DOUGLAS	GA	31535	SF	0	0	0
7077545	5591 Hwy 81 E	MCDONOUGH	GA	30252	SF	2005	4	2.5
172581	1734 Blueberry Lane	Dublin	GA	31201	MF	0	0	0
2249465	2431 Oxwell Way	Duluth	GA	30096	SF	1998	3	2.5
263166	61 Oconee Court	East Elijay	GA	30540	SF	2001	3	3
2696208	7710 Bucknell Terrace	Fairburn	GA	30213	TH	2006	3	3.5
1977107	6692 Delaware Bend	Fairburn	GA	30213	PU	2006	5	3
1590844	4656 East Laurel Avenue	Gilbert	AZ	85234	SF	2005	3	2.5
67501	1335 Watercrest Circle	Lawrenceville	GA	30043	MF	1988	3	3
992075	394 Hope Hollow Road	Loganville	GA	30052	SF	1971	5	2
2000097	349 EASTERN AVENUE	AURORA	IL	60505	SF	1954	4	2
1125230	48 Loyd Smith Road	Lexington	GA	30648	SF	2005	3	2
986618	3503 SOUTH OLA ROAD	LOCUST GROVE	GA	30248	SF	2001	3	2.5
1408228	3300 West Jewell Avenue	Denver	CO	80219	SF	1948	2	1
2294267	3565 BULLOCK BRIDGE ROAD SW	Monroe	GA	30656	SF	1998	5	4.5
1716167	4917 Madre Maria Ct.	North Las Vegas	NV	89031	PU	2007	5	3
1210376	111 Sassafras Lane	Mount Airy	GA	30563	SF	2003	3	2

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
2405565	6519 NORTH 69TH DRIVE	Glendale	AZ	85303	SF	1987	3	2
2167196	144 George Brock Road SE	Resaca	GA	30735	SF	1990	3	2.5
1230069	518 W. 38th Street	Savannah	GA	31401	SF	1920	5	2
2309251	823 WEST PALOMINO DRIVE	Chandler	AZ	85225	SF	0	0	0
965656	11556 Flemming Cove Drive	Hampton	GA	3E+08	SF	2004	3	2.5
614258	1420 Doe Run Road	Tignall	GA	30668	MH	2004	3	2
1105278	7224 Tara Drive	Villa Rica	GA	30180	SF	1993	4	2
1625393	227 Raleigh Way	Villa Rica	GA	30180	PU	2007	3	2.5
741331	1815 E. WASHINGTON AVE.	WAYCROSS	GA	31503	MH	2005	3	2
2548689	43 Walkers Ridge Trail	WAYNESVILLE	GA	31566	MH	2008	4	2
1788996	4854 Deerwood Road	Waycross	GA	31503	MH	2005	3	2
1119516	7035 Roselake Circle	Douglasville	GA	30134	PU	2003	5	4
1466030	11632 West Hollandale Drive	Boise	ID	83709	SF	2006	4	2.5
1661192	2801 South Skyview Drive	Nampa	ID	83686	PU	2006	4	2.5
1612704	3108 SCOVILLE AVENUE	BERWYN	IL	60402	SF	1924	4	1.5
1250026	417 North Franklin Street	Bunkerhill	IL	62014	SF	1950	3	1
1822210	299 Escanaba Avenue	Calumet City	IL	60409	SF	1987	3	1.5
2982815	3023 Wakefield DrIve. Unit D	Carpentersville	IL	60110	CO	1970	2	1.5
1013624	8 Washington Avenue	Charleston	IL	61920	SF	1920	2	1
1948587	12358 S Parnell Ave	Chicago	IL	60628	SF	1949	4	1.1
1562888	10350 S Wabash Ave	Chicago	IL	60628	SF	1913	4	1
771797	1042 North Hamlin Avenue	Chicago	IL	60651	MF	0	6	2
1374617	5306 N Cumberland Ave #513-3	Chicago	IL	60656	CO	1974	1	1
1153859	10726 S. CHAMPLAIN AVENUE	Chicago	IL	60628	SF	1888	3	1.5
1681751	7512 South St. Lawrence Avenue	Chicago	IL	60619	SF	1914	3	1
1770728	5604 S. Justine St.	Chicago	IL	60636	SF	1893	3	2
2239938	2401 W BALMORAL #2a	CHICAGO	IL	60625	CO	1960	1	1
1766325	3046 W Lexington Unit 1	Chicago	IL	60612	CO	2006	3	2
1445080	310 W 118th Street	Chicago	IL	60628	SF	1924	4	1
2271808	842 E. 88TH STREET.	CHICAGO	IL	60619	SF	1920	2	1
1208979	5214 S. Loomis	Chicago	IL	60609	MF	1889	3	2
1892638	5201 S CALUMET AVENUE 2B	CHICAGO	IL	60615	CO	1900	3	1
7024257	3011 E. 80th St	CHICAGO	IL	60617	SF	1903	6	2
1072208	3010 GENEVA LANE	LAKE IN THE HILLS	IL	60156	SF	2001	3	1
1628204	6400 N RIDGE BLV	CHICAGO	IL	60626	CO	1973	2	1
1746417	1616 Elise Avenue	Metairie	LA	70003	SF	1977	3	2
2123054	6219 S VERNON AVE UN	CHICAGO	IL	60637	CO	1912	4	1
1963001	1324 S Komensky Avenue	Chicago	IL	60623	MF	1905	5	3
2104605	10209 S. BEVERLY AVENUE	CHICAGO	IL	60643	SF	2007	3	2
2183299	6701 N. ASHLAND AVEN	CHICAGO	IL	60626	CO	1973	2	2
2337177	3011 W 79TH ST	CHICAGO	IL	60652	MF	1958	6	2
2038255	6354 South Greenwood Avenue # 2	Chicago	IL	60637	CO	1899	4	2.5
2088195	5441 N ASHLAND AVE #3	CHICAGO	IL	60640	CO	1918	3	2
1719950	5727 S. Lowe Ave	Chicago	IL	60621	MF	1883	6	2
7066961	2051 W. FARGO AVE # 1	CHICAGO	IL	6.1E+08	CO	1926	5	3
2202476	1034 NORTH MOZART #2	Chicago	IL	60622	CO	0	0	0
1744433	1440 N Ridgeway Avenue	Chicago	IL	60651	MF	1917	5	2
1373223	4530 W 55th Street	Chicago	IL	60632	SF	1961	3	1
1222142	1525 South Wolf Road	Des Plaines	IL	60018	SF	1954	3	1
1707199	2925 Kathleen Lane	Flossmoor	IL	60422	SF	1974	3	2
1474096	6814 S. 29th Lane	Phoenix	AZ	85041	PU	2004	5	3.5
2043382	105 East 148th Street	Harvey	IL	60426	SF	1927	4	2

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
1720757	2138 Edison Avenue	Granite City	IL	62040	SF	1903	3	2
1775876	3754 Indian Head Ln.	Joliet	IL	60435	SF	2002	3	2.5
913351	500 LINDENWOOD DR.	TROY	IL	62294	SF	1985	0	0
1826417	5848 Stuart Lane	Oak Forest	IL	60452	SF	1967	3	1.5
1238040	100 South St. Louis Avenue	Kampsville	IL	62053	SF	1983	4	1
398540	108 Summit Avenue	Kincaid	IL	62540	SF	1927	3	1
1654362	18240 GRANT STREET	LANSING	IL	60438	SF	1927	4	1
2982837	6480 Sunny Meadow DrIVe	Machesney Park	IL	61115	PU	2007	4	2.5
1173046	23704 124th Ave SE	Kent	WA	98031	PU	2006	3	2.5
1856392	313 Grover Street	Joliet	IL	60433	SF	1875	2	1
2180129	139 E. 118th Place	Chicago	IL	60628	SF	1908	3	1
1760808	1520 N. Austin Blvd	Oak Park	IL	60302	MF	1922	6	2
1778638	1122 S. LOMBARD AVENUE	Oak Park	IL	60304	MF	1920	8	2
1590148	6555 SOUTH GREENWOOD AVE Unit 2	Chicago	IL	60637	CO	1915	3	1
2010197	316 Indianwood Blvd	Park Forest	IL	60466	SF	1952	3	2
2071724	2549 BUDD STREET	River Grove	IL	60171	SF	1924	3	1
2346917	8512 S. PEORIA STREET	CHICAGO	IL	60620	SF	1898	5	3
7034428	13835 S Edbrooke Ave	Riverdale	IL	60827	SF	1925	3	1
1083573	820 West South 9th Street	Shelbyville	IL	62565	SF	1905	2	1
1822538	22411 Chappel Avenue	Sauk Village	IL	60411	SF	1960	3	1
1730826	2239 221st	Sauk Village	IL	60411	SF	1962	3	1
721886	707 S Walnut Street	Springfield	IL	62704	MF	1899	4	4
1201083	107 South Chestnut Dr.	Streamwood	IL	60107	SF	1956	3	1
1781826	22167 Chappel Ave	Sauk Village	IL	60411	SF	1960	3	1
7036295	428 Washington Park	Waukegan	IL	60085	SF	1997	3	1
1334181	297 W. 5TH AVENUE	WOODHULL	IL	61490	SF	1925	3	1.5
1690158	7015 E. HARROLD ROAD	Churubusco	IN	46723	SF	1954	5	2
1568731	9513 E. 42nd Street	Indianapolis	IN	46235	SF	1968	3	1
1755380	3137 North Park Avenue	Indianapolis	IN	46205	SF	1920	4	2
1860831	201 East Jeffereson Blvd	Mishawaka	IN	46545	MH	1999	3	2
1693052	212 East Sherman Street	Lynn	IN	47355	SF	1900	4	1.5
7075946	17154 SW Meadowlark Road	ROSE HILL	KS	67133	SF	1945	3	1.5
2206936	614 W Avenue A	McPherson	KS	67460	SF	2002	3	2
2134114	5614 Billtown Road	Louisville	KY	40299	SF	2000	3	2.5
1224243	1032 S Shelby Street	Louisville	KY	40203	SF	1909	3	1
7004623	1105 Pilot View Rd	WINCHESTER	KY	40391	SF	1986	3	2
1584698	21 Sutton Street Unit 2	Mattapan	MA	2126	CO	1910	3	1
1391091	534 N Paulina Street #2	Chicago	IL	60622	CO	1888	3	2
1739668	25-31 West Fifth Street Unit 31-1	Boston	MA	2127	CO	1910	2	1
1256729	9 Minot Avenue Unit 2N	Brockton	MA	2301	CO	1900	2	1
2278854	39 Cook Avenue Unit B	Chelsea	MA	2150	CO	1940	2	1
1526202	135 Neponset Avenue Unit #23	Dochester	MA	2122	CO	1965	1	1
1190785	21-23 WEBSTER STREET	HYDE PARK	MA	2136	MF	1900	5	1
1162636	483 East Ashland Street	Brockton	MA	2302	SF	1950	2	1
1466638	20 Lawn Street #2	Roxbury Crossing	MA	2120	CO	1905	3	1
1370686	103 Colonel Bell Drive #6	Brockton	MA	2301	CO	1972	1	1
1903010	33 Hebron Street	Springfield	MA	1107	MF	1913	9	3
1816023	8 Kosta Avenue	Rutland	MA	1543	SF	1950	2	1
1731427	288 Highland Street Unit 3	Roxbury	MA	2119	CO	1800	2	0
590126	74 Esther Street	Worcester	MA	1607	MF	1900	9	3
1988222	227 S Chapel Street	Baltimore	MD	21231	SF	1850	2	1

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1199714	3705 FAIRHAVEN AVENUE	Baltimore	MD	21226	MF	1944	4	4
1350776	5822 N Holly Springs Drive	Capitol Heights	MD	20743	SF	1992	3	2.5
1452549	20416 Summersong Lane	Germantown	MD	20874	SF	1986	3	2.5
1171245	14035 Seneca Ridge Drive	Hagerstown	MD	21740	SF	2006	4	2.5
1990413	8202 Ironclad Court	Gaithersburg	MD	20877	TH	2002	3	2.5
1836931	212 South Castle Street	Baltimore	MD	21231	SF	1911	2	2
2155745	3181 Bero Road	Halethorpe	MD	21227	TH	1955	3	1
2152440	1832 METZEROTT RD UNIT #405	HYATTSVILLE	MD	20783	CO	1964	2	2
1234070	31 Royalty Cir Unit 31	Owings Mills	MD	21117	CO	1985	0	0
1304648	1800 EAGLE ROCK LANE	FREDERICK	MD	21702	PU	1999	0	0
1023191	633 Hoods Mill Road	Woodbine	MD	21797	SF	1983	3	1
1859833	4725 Bonnie Brae Road	Pikesville	MD	21208	SF	1963	3	1
1636880	12 77th Street #301	Ocean City	MD	21842	CO	1974	2	2
1797256	2661 N Woods BLVD	Canton	MI	48188	SF	1998	3	0
7095214	4439 Maitland St	CLIFFORD	MI	48727	SF	1950	3	0
2272665	7814 Pinehurst	Dearborn	MI	48126	SF	1929	3	2
2290795	5131 ARGYLE STREET	Dearborn	MI	48126	SF	1924	4	1
2273578	1354 ROBINDALE AVENUE	DEARBORN	MI	48128	SF	1952	3	1
2276911	7537 Williamson Street	Dearborn	MI	48126	SF	1927	5	2
1705906	6761 Locklin Court	West Bloomfield	MI	48324	SF	1955	3	2
2064178	20406 Brooklawn Dr	Dearborn Heights	MI	48127	SF	1956	3	1.5
1731359	16013 Carlisle Street	Detroit	MI	48205	SF	1943	3	1
1521517	12790 Wade Street	Detroit	MI	48213	SF	1940	3	1
2121893	19915 Kentfield Street	Detroit	MI	48219	SF	1954	3	1
1548523	19633 Annott	Detroit	MI	48205	SF	1947	3	1
1529453	1242 E. Mount Morris Road	Mount Morris	MI	48458	SF	1918	4	2
1617530	14660 Mayfield St.	Detroit	MI	48205	SF	1929	3	1
1835119	5028 Harvard St	DETROIT	MI	48224	SF	1945	4	1.1
2783088	3830 Fullerton Street	Detroit	MI	48238	SF	1939	3	1.5
1695458	19042 Janine Street	Adelanto	CA	92301	MH	1989	2	2
2710529	15754 Greenfield St	Detroit	MI	48227	SF	1951	3	1
1801291	16520 Braile Street	Detroit	MI	48219	SF	1928	3	1
1941554	66 WINDER UNIT 214	DETROIT	MI	48201	CO	2006	1	1
2193566	14224 Greenview Rd	Detroit	MI	48223	SF	1938	3	1.1
2251267	16747 Plainview Avenue	Detroit	MI	48219	SF	1929	3	1
2258184	1650 Balmoral Dr	Detroit	MI	48203	SF	1924	6	3.1
2202853	4387 SOMERSET ST	DETROIT	MI	48224	SF	1928	3	1.5
2306449	3082 Wild Orchid Lane	Burton	MI	48519	SF	2005	3	2.1
1313477	1636 Elmhurst ST	Canton Twp	MI	48187	SF	1967	3	1
2351507	5994 Grayton Street	DETROIT	MI	48224	SF	1930	3	1
1893034	7934 Normile Street	Dearborn	MI	48126	SF	2006	4	2.5
2310548	18981 San Juan Dr.	Detroit	MI	48221	SF	1935	4	2
842346	11672 Gallagher St	Hamtramck	MI	48212	SF	0	0	1
2059826	20632 Roscommon Street	Harper Woods	MI	48225	SF	1947	3	1
2172656	4514 Springmont Dr. SE	Kentwood	MI	49512	SF	1988	3	2.5
2102562	15927 COLGATE AVE	CLINTON TOWNSHIP	MI	48035	SF	2002	3	2.1
1859565	1821 Mark Avenue	Lincoln Park	MI	48146	SF	1949	2	1
1961860	46831 Scotch Pine Lane Unit 2	Macomb	MI	48042	CO	1990	2	2
1622452	4419 Campbell Street	Dearborn Heights	MI	48125	SF	1955	7	2
7006391	25145 Austin Drive	New Boston	MI	48164	SF	2001	4	2.5
1650669	4387 Cherry Hill Drive	Orchard Lake	MI	48323	SF	1980	3	2.5

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835474	1032 Irving Ave	Royal Oak	MI	48067	SF	1952	4	1
2022603	15701 Rossini Drive	Detroit	MI	48205	SF	1947	3	1
524709	2500 South Brandon Street	Westland	MI	48186	SF	1930	2	2
2011621	348 Nelson Street	Sparta	MI	49345	SF	1968	3	1
2197671	228 ROSEBUD STREET	WALLED LAKE	MI	48390	MF	1928	4	2
2030659	1817 YELLOWSTONE TRAIL	Brooklyn Park	MN	55444	PU	1964	2	1
853485	73490 240th Street West	Grand Meadow	MN	55936	SF	1900	3	1
7014877	4206 Orleans Drive	St. Michael	MN	55376	PU	2007	3	1.5
1159811	807 PENNELL STREET	CARL JUNCTION	MO	64834	SF	0	4	0
7036372	3508 Russell Avenue North	Minneapolis	MN	55412	SF	1923	3	1
2125351	1700 NE 69th Street	Gladstone	MO	64118	SF	1971	3	2
2513095	410 N. Arlington St	Carl Junction	MO	64834	SF	1973	3	1
2139928	313 N FOLGER STREET	CARROLLTON	MO	64633	SF	1900	4	2
7040823	1716 W. 35th St.	KANSAS CITY	MO	64111	SF	1900	3	1.5
2086671	1022 East 3rd St	Maryville	MO	64468	SF	1948	3	1
204900	1416 North Central Ave	Monett	MO	65708	SF	1960	3	1
2222586	18097 Highway 14	Marionville	MO	65705	SF	1912	4	2
1865918	106 EASTWOOD	NORBORNE	MO	64668	SF	1980	3	1
1485276	113 West South Street	Neosho	MO	64850	SF	1978	3	2
2365748	4878 Calvin Avenue	Saint Louis	MO	63115	SF	1928	2	1
1695035	200 Walnut Hill Drive	Salem	MO	65560	SF	1962	3	2.5
2268888	5965 NORTH POINTE BLVD	ST LOUIS	MO	63147	SF	1933	3	1
2157753	1231 Temple Place	St. Louis	MO	63112	SF	1900	5	3.5
1313973	15326 Gerard Drive	Rolla	MO	65401	SF	1970	3	1.5
1934401	102 Carrie Drive	Clinton	MS	39056	SF	1979	4	2.5
1638376	124 Willow Creek Drive	Vicksburg	MS	39183	SF	1977	4	3
2412390	5010 Druid Lane	Meridian	MS	39307	SF	1960	3	1
538141	2606 E. Geer St	Durham	NC	27704	SF	1920	0	0
1178863	6532 APPLEWHITE ROAD	FAYETTEVILLE	NC	28304	SF	1993	3	2
2067161	1400 Kennon St	Charlotte	NC	28205	SF	1950	2	1
2109032	112 N. HOSKINS STREET	HIGH POINT	NC	27260	SF	1951	3	2
624378	5488 Pembroke Drive	Granite Falls	NC	28630	MH	2004	3	2
633153	60 Gamache Lane	Lillington	NC	27546	SF	1999	3	2
1094876	385 Papoose Trail	Lillington	NC	27546	MH	2006	4	2
822211	140 Country Walk Lane	Sanford	NC	27332	MH	2004	3	2
1507913	4622 North 71st Avenue	Phoenix	AZ	85033	SF	1963	4	2
2359350	421 UTAH STREET SE	ALBUQUERQUE	NM	87108	SF	1953	2	1
1022555	16 SOUTHFORK EXTENSION	SANTA FE	NM	87508	MH	2003	4	2
1057381	10944 Colour Magic Street	Henderson	NV	89052	SF	2005	4	2
1744418	252 Earl St	Las Vegas	NV	89101	SF	1942	4	2
1510575	5808 Gipsy Ave	Las Vegas	NV	89107	SF	1959	3	2
2001022	1113 REVOLUTION DRIVE	Las Vegas	NV	89110	SF	1985	3	2
1676201	4825 NARA VISTA WAY UNIT #101	LAS VEGAS	NV	89103	CO	1988	2	2
1056209	4078 Morning Peace Street	Las Vegas	NV	89115	PU	2005	3	2.5
2024429	3572 Florrie Avenue	Las Vegas	NV	89121	SF	1963	3	2
1979475	5987 Via Capri	Las Vegas	NV	89122	SF	1975	3	2
7040510	7228 BIRD CHERRY ST	LAS VEGAS	NV	89148	PU	2002	2	2.5
2320178	4302 Raynham Street	Las Vegas	NV	89115	PU	2002	3	2
1873706	2404 Birds Nest Cactus Court	Las Vegas	NV	89106	PU	2003	3	2
1585913	1869 Star Sapphire Court	Las Vegas	NV	89106	SF	1998	2	2
2147384	3565 SAN CARLOS AVE	LAS VEGAS	NV	89115	SF	1980	3	2
1280092	5055 W HACIENDA AVE #1102	LAS VEGAS	NV	89118	CO	1999	2	2

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1564177	4837 Chantilly Avenue	Las Vegas	NV	89110	TH	1979	2	1
1637632	7885 W Flamingo Road #1002	Las Vegas	NV	89147	CO	1997	2	2
2250800	3117 HEBARD DR	Las Vegas	NV	89121	SF	1963	4	2
1584061	3811 E. Caldwell Circle	Las Vegas	NV	89115	SF	1999	3	2
1778456	4113 Story Rock Street	Las Vegas	NV	89115	PU	2007	4	2.1
1236288	616 Donner Street	Las Vegas	NV	89107	SF	1961	3	2
1835324	5176 Mineral Lake Dr.	Las Vegas	NV	89122	PU	2001	3	2
1715542	81 Parrish Lane	Las Vegas	NV	89110	SF	1981	4	2
1962642	2031 Turtlerock Street	Las Vegas	NV	89142	SF	1988	2	2
1385713	3336 Kaniksu Court	Las Vegas	NV	89122	PU	2005	3	2
1226812	4429 Crimson Leaf Drive	Las Vegas	NV	89130	SF	1990	3	2
1093499	109 Snow Dome Avenue	North Las Vegas	NV	89031	SF	2006	3	3
1849980	6035 Tersky Court	Las Vegas	NV	89122	PU	2006	3	2
2401040	2117 De Osma Street	Las Vegas	NV	89102	CO	1978	3	2
2122185	8764 Brilliant Star Dr	Las Vegas	NV	89178	PU	2006	3	2.5
1259044	4224 Great Egret Lane	North Las Vegas	NV	89084	PU	2006	3	2.5
1985541	4853 Cliff Crest Street	Las Vegas	NV	89147	SF	2000	2	2
1241642	4905 SIGNAL DRIVE	LAS VEGAS	NV	89130	PU	2001	3	2.8
1192720	7244 STEEPLE RIDGE DRIVE	LAS VEGAS	NV	89147	SF	1995	4	2.5
1571290	1833 VERDE MIRADA DRIVE	Las Vegas	NV	89115	PU	2006	3	2
1991581	5228 Koa Avenue	Las Vegas	NV	89122	SF	1963	3	2
1541400	5707 Holmby Avenue	Las Vegas	NV	89146	SF	1964	3	2
1890232	2319 Decosta Circle	Las Vegas	NV	89108	SF	1979	4	2
1742630	6576 American Flower Street	Las Vegas	NV	89148	SF	2005	4	2.5
1568351	3665 Lily Haven Avenue	Las Vegas	NV	89120	SF	2005	4	3
1475805	163 Desert Willow Lane Unit A	Mesquite	NV	89027	CO	2006	3	2.5
2304529	533 Kings Avenue	North Las Vegas	NV	89030	SF	1971	4	1.8
2101540	1632 HEATHER RIDGE RD	North Las Vegas	NV	89031	SF	1993	4	3
1975349	3629 Rubio Sun Avenue	North Las Vegas	NV	89081	SF	2005	3	2.5
1429852	4597 Lancer Way	Las Vegas	NV	89121	SF	1971	4	2
1792313	21510 DORTORT RD	RENO	NV	89521	SF	2004	3	2
1808460	1040 North Latigo Lane	Dewey	AZ	86327	PU	1979	3	2
1960331	4659 Jakes Trail	Decatur	GA	30034	SF	2006	4	3
2155669	73 SACRAMENTO DRIVE	LAS VEGAS	NV	89110	SF	1963	4	2
1380077	4620 VENTANA REY STREET	North Las Vegas	NV	89081	PU	2006	3	2
2354990	113 Maplewood Drive	Batavia	OH	45103	SF	1973	3	2
1844326	2192 Grand Avenue	Cincinnati	OH	45214	SF	0	0	0
1481628	521 DATE STREET	BOULDER CITY	NV	89005	SF	1942	3	1
1807312	9637 Dunraven Drive	Cincinnati	OH	45251	SF	1962	3	1
846420	1387 Dill Road	Bloomington	OH	43106	SF	0	0	0
1450823	637 Carefree Drive	Cincinnati	OH	45244	SF	1961	3	1
1797503	1038 North West Street	Hillsboro	OH	45133	CO	2004	3	1.1
1638454	453 Linwood Avenue	Columbus	OH	43205	SF	1920	2	1
1780785	124 ROOSEVELT STREET	MOUNT VERNON	OH	43050	SF	1956	3	1
2219661	1955 AVONLEA AVE	Cincinnati	OH	45237	SF	1927	3	1.5
496129	18305 Knoll Drive	Maple Heights	OH	44137	SF	1950	3	1
873378	105 Francis Street	Gage	OK	73843	SF	1963	3	1.5
1380175	3145 Alameda Street ##18	Medford	OR	97504	CO	2004	2	2
1380174	3145 Alameda Street #17	Medford	OR	97504	CO	2005	2	2
1623442	482 N 4th Avenue	Stayton	OR	97383	SF	1993	2	1
1380179	3145 Alameda Street ##20	Medford	OR	97504	CO	2004	2	2
2102873	419 Schuylkill Street	Harrisburg	PA	17110	SF	1959	3	1.5

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
2297962	16 North Lindenwood Street	Philadelphia	PA	19139	TH	1925	3	1
7016897	1204 Arch Street 3	Pittsburgh	PA	15212	CO	1915	2	1.5
1940852	815 Fishing Creek Road	New Cumberland	PA	17070	SF	1986	3	1.5
1326111	1133 EAST KING ST.	York	PA	17403	SF	1900	3	1
1253794	40 Holburn Avenue	Cranston	RI	2910	SF	1926	3	2
1205742	492 Switch Road	Wood River Junction	RI	2894	MH	1955	3	1
2202530	193 Northup Street	Warwick	RI	2889	SF	0	0	0
1301624	4394 Rice Mill Drive	North Charleston	SC	29420	PU	1993	3	2
998402	110 Charm Hill Road	Lugoff	SC	29078	MH	2005	3	2
1794086	197 JOHN STREET	HARLEYVILLE	SC	29448	MH	2007	0	0
2050028	1060 Shop Road	Kershaw	SC	29067	SF	2003	3	2
1058612	103 CARRIE LEIGH LANE	PENDLETON	SC	29670	SF	2005	3	2
2425831	508 Laurel Tree	Simpsonville	SC	29681	SF	1990	3	2
1320958	27060 WINDSOR COURT	HEMET	CA	92544	SF	1974	4	2
1538205	1511 Sycamore Street	Beaufort	SC	29902	SF	1958	3	0
2257453	3100 Holly Point	Clarksville	TN	37043	SF	2007	4	2.5
1921290	9416 SHADOW RIDGE COVE	Cordova	TN	38016	SF	2005	3	2.5
2667101	206 FAIRVIEW DR	MEMPHIS	TN	38109	SF	1952	2	1
7028651	5003 Deneen Drive	Memphis	TN	38109	SF	1986	3	2
2095200	6595 Shaker Lane	Memphis	TN	38141	SF	1990	3	2
1898998	24220 Radwell Drive	Moreno Valley	CA	92553	SF	1984	2	2
886118	5107 Granada Blvd	Sebring	FL	33872	PU	1977	2	2
2103504	4350 NEELY ROAD	MEMPHIS	TN	38109	SF	1966	3	2
1422966	1229 Debi Circle	Morristown	TN	37813	SF	1971	3	1.5
2761845	2205 North Fort Davis Highway	Alpine	TX	79830	SF	1955	3	1
2081384	4201 BLARNEY LN #201	Las Vegas	NV	89110	CO	1993	3	2
2183909	13522 Chittamwood Lane	Frisco	TX	75035	PU	2007	5	3.5
2117514	1836 Woodvine Drive	Houston	TX	77055	SF	2007	3	2.5
1981049	1417 Thompson Avenue	Houston	TX	77007	PU	2007	3	3.5
1815605	6212 San Felipe Street	Houston	TX	77057	SF	1955	4	2
1278594	1510 Anchor Drive	Wylie	TX	75098	SF	1996	4	3
1708071	1920 Encino Drive	Lancaster	TX	75146	PU	2006	3	2
2087185	130 Post Oak Drive	Waxahachie	TX	75165	SF	2006	3	2
2982827	1600 Alpine Road	Longview	TX	75601	SF	1956	3	2
2174874	6811 W Highland Road	Midlothian	TX	76065	SF	1992	3	3
1863862	128 Dorothy Street	Pipe Creek	TX	78063	MH	1987	3	2
1965996	3764 EAST ROSE HEARTY LANE	EAGLE MOUNTAIN	UT	84005	SF	2007	3	2
2335537	93 NORTH 3000 WEST	PROVO	UT	84601	SF	2007	5	3.5
2183243	625 N. REDWOOD ROAD #2	SALT LAKE CITY	UT	84116	SF	1999	2	1.8
2097576	6924 Hillside Village Circle	Salt Lake City	UT	84121	SF	1981	2	1.5
2121394	6768 WEST 4100 SOUTH	WEST VALLEY CITY	UT	84128	SF	2007	3	2.5
2270229	1399 South Hillside Drive	Saratoga Springs	UT	84045	SF	2007	4	2.5
1535537	4141 E. Mt. Airey Drive	Saratoga Springs	UT	84045	SF	2006	5	3.5
1374107	1579 South Parkway Court	Saratoga Springs	UT	84045	PU	2002	3	2.5
1505176	122 East Downingtown Ave.	Salt Lake City	UT	84115	SF	1911	2	1
1291391	9694 Bristersburg Road	Calverton	VA	20138	SF	1990	3	2
1138892	110 Cedar Top Lane	Front Royal	VA	22630	MF	1991	2	2
1129974	8935 Mullen Road	King George	VA	22485	SF	2005	4	2.5
2076633	2534 S M Street #1	Tacoma	WA	98405	SF	1913	2	1
2081878	616 167th Street South	Spanaway	WA	98387	SF	1968	4	2
2245199	265 9th STREET	WASHOUGAL	WA	98671	MF	1970	3	2

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
1290070	14 Hiram Grant Court	Gerrardstown	WV	25420	SF	1997	3	2
1702994	1017 Wide Horizon Blvd.	Kearneysville	WV	25430	SF	2005	3	2
1173470	49 Pluto Place	Martinsburg	WV	25404	SF	2003	3	1
1581840	256 Topaz Lane	Inwood	WV	25428	SF	0	0	0
198385	39 Gaines Street	Montgomery	WV	25136	SF	1920	3	1
2487960	910 W BORLEY AVE	Mishawaka	IN	46545	SF	1925	3	1.5
1999436	2113 S Virginia Street	Hopkinsville	KY	42240	SF	1917	4	2
560400	922 Creekside Way	Monroe	GA	30655	SF	2004	3	2
1588910	765 Birch Trace	Fairburn	GA	30213	PU	2004	5	3
1467279	6648 NW 61st St	Ocala	FL	34482	SF	2006	3	2
985042	1207 HIGHWAY 60 EAST	LAKE WALES	FL	33853	SF	1955	2	1
476982	1707-1717 Taylor Avenue	East Point	GA	30344	MF	2003	3	2.5
625453	1048 Bevis Street (LAND ONLY)	Merritt Island	FL	32953	MF	0	0	0
1948384	300 NW 17th Place	Cape Coral	FL	33993	SF	1986	3	2
1906587	605 Kamiah Ct	Carol Stream	IL	60188	PU	1976	3	2
2859902	500 North Allen Street	Banning	CA	92220	SF	1935	1	1
2859894	31675 Wintergreen Way	Murrieta	CA	92563	SF	2005	5	2.5
2974996	1356 Vanguard Court	San Jacinto	CA	92582	SF	2006	5	3
2974991	43102 Corte Argento	Temecula	CA	92592	SF	1995	4	2.8
2974993	4354 Hawks Lookout Lane	Colorado Springs	CO	80916	CO	1986	2	1.5
2974995	3626 NE 12th Place	Cape Coral	FL	33909	SF	2006	4	2
2859898	124 Bent Tree Circle	Lake Mary	FL	32746	SF	1984	3	2.5
2859896	6285 Bodmin Lane	North Port	FL	34291	SF	2005	3	2
2009947	130 Northwood Creek Way	Oxford	GA	30054	SF	2007	4	2
2859899	316 Ferndale Drive	Round Lake	IL	60073	SF	1928	4	2
2859895	1954 Alba Avenue SW	Wyoming	MI	49509	SF	1949	2	1
2859900	3461 South Spring Street	St. Louis	MO	63116	SF	1907	4	4
2859903	5878 Cliff Ridge Drive	Dallas	TX	75249	SF	2004	4	3
2859904	715 North Hartsdale Avenue	Dallas	TX	75211	SF	1945	3	1
248766	690 Brooksdale Drive	Tuscaloosa	AL	35401	SF	1966	3	1.5
624935	823 Midway Street	Atlanta	GA	30315	SF	2004	4	2
1103670	106 Central Lake Circle	Griffin	GA	30223	SF	1982	3	3
990606	454 Briarwood Lane	Bedford	IN	47421	SF	1983	2	2
215784	9851 West Street	Poseyville	IN	47633	SF	1930	2	1
684456	6138 Little Road	Staley	NC	27355	MH	2005	3	2
244233	106 Kings Drive	Acworth	GA	30101	SF	1978	3	2
783958	Route 14 O'Brien Addition	Matewan	WV	25678	SF	1975	4	3
1669785	25752 W Magnolia St	Buckeye	AZ	85326	PU	2006	5	3
988159	2927 E. Verbena Drive	Phoenix	AZ	85048	SF	1992	4	3
1026630	11 Spruce Terrace	Ocala	FL	34472	SF	2006	3	2
2982818	290 S. Douglas Ave.	Bradley	IL	60915	SF	1946	3	1
907776	46673 Robert Leon Dr	Lexington Park	MD	20653	PU	2005	4	2.5
2982846	3816 U Street	Omaha	NE	68107	SF	1929	3	1
2249878	1111 N. SHILOH RD	YORK	SC	29745	SF	2004	3	2
689515	218 Matt Morrow Drive	Arab	AL	35016	SF	1991	3	2
1274895	735 Zuker Road	Rockmart	GA	30153	SF	1972	3	2
1982051	4667 North Miner Road	Prescott Valley	AZ	86314	SF	1991	3	2
7085404	1350 North Escondido Blvd #48	ESCONDIDO	CA	92026	CO	1980	2	1
1513241	21418 Carlton Street	Crest Hill	IL	60403	SF	2005	3	1.5
1810996	9925 SWEEPSATKES LANE UNIT #2	Orlando	FL	32827	CO	1985	2	2
2264005	1031 Fair Hill Drive	Bogart	GA	30622	PU	2006	3	3.5
1857316	3747 Valley Bluff Lane	Snellville	GA	30039	PU	2007	4	3

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
1478445	6490 West 129th Avenue	Cedar Lake	IN	46303	SF	1977	3	1
1550433	6734 Hartfort	Detroit	MI	48210	SF	1913	4	1
965488	2294 Emmet Street	Alpena	MI	49707	SF	1960	3	0.8
2797502	1636 Westwood Avenue	Atlanta	GA	30310	SF	1940	3	1.5
1784746	8612 Plainfield Rd	Cincinnati	OH	45236	SF	1953	2	1
2150386	16338 Avenida De Loring	Moreno Valley	CA	92551	SF	1992	3	2
1915771	2409 Crestview Drive	Centerville	TN	37033	SF	1971	4	2
1602762	1730 Oak Avenue	Buena Vista	VA	24416	SF	1940	2	1
2484806	8821 Jack Springs Road	Atmore	AL	36502	SF	2007	3	2
1280839	23109 Swift Church Road	Foley	AL	36535	SF	1996	4	3
251491	127 GROSS ROAD	HAZEL GREEN	AL	35750	SF	1988	3	1.5
1343262	390 Allison Lane	Trussville	AL	35173	SF	2002	4	3
1428962	530 Warrick Way	Centerton	AR	72719	SF	2006	3	2
940221	315 23rd Ave E	Tuscaloosa	AL	35404	SF	2005	3	2
2450659	3606 West Portland Street	Phoenix	AZ	85009	MF	1946	2	1
2537037	8943 E. INDIANA AVENUE	CHANDLER	AZ	85248	MH	1978	2	2
982268	10448 West Medlock Drive	Glendale	AZ	85307	SF	1997	3	2
1848913	1920 East Little Doggie Draw	Chino Valley	AZ	86323	MH	1994	4	2
1811482	1510 E. Landers Road	Huachuca City	AZ	85616	MH	2007	3	2
2386541	16722 W Spur Bell	Marana	AZ	85653	MH	1998	3	3
2359092	25236 W SADDLE MOUNTAIN RD	Morristown	AZ	85342	MH	2005	0	0
2263329	12606 N. 20th Drive	Phoenix	AZ	85029	SF	1971	3	2
2420409	6447 W. Crown King Rd	Phoenix	AZ	85043	SF	0	3	2
7015843	38643 West Ellis Drive	TONOPAH	AZ	85354	MH	2006	4	2
1935161	3202 South 3rd	Rogers	AR	72758	SF	2006	3	2
7084839	1350 North Escondido Boulevard #66	ESCONDIDO	CA	92026	CO	1980	2	2
2630398	1088 BASQUE DRIVE	Rockledge	FL	32955	SF	1965	2	2
7083636	209 West Lake Drive # 1	San Marcos	CA	92078	CO	1987	2	2.5
1302665	1422 PITKIN COURT	AURORA	CO	80017	SF	1995	3	2.5
1211588	3013 SOUTH ANDES STREET	AURORA	CO	80013	SF	1997	4	2.5
1253263	1650 Pearl Street Unit 19	Denver	CO	80203	CO	1905	1	1
2225603	11362 Deerfield Drive	Firestone	CO	80504	PU	2004	3	2.5
1508476	7395 Beinecke Point	Peyton	CO	80831	SF	2006	3	2.5
1136881	27 Forest Drive	Davenport	FL	33837	SF	1982	2	1.5
7003948	988 Sable Circle	Palm Bay	FL	32909	SF	1984	2	1
1610776	2202 Cascades Blvd. #108	Kissimmee	FL	34741	CO	1988	2	2
1260894	996 Sweetbrier Drive	Deltona	FL	32725	SF	1988	3	2
1539980	3840 Shady Run Road	Melbourne	FL	32934	SF	1995	4	2.5
1890516	5715 Estancia Drive #1098	Orlando	FL	32822	CO	1800	1	1
1573569	1791 16th Ave SW	Naples	FL	34117	SF	1999	3	2
2191368	19934 VILLA ISLE DRIVE #3-204	ORLANDO	FL	32821	CO	2003	2	2
1245307	202 Caroline Street #105	Cape Canaveral	FL	32920	CO	1963	1	1
1540766	4466 Lower Meadow Rd.	Mulberry	FL	33860	MH	1999	3	2
1265778	208 Lake Pointe Drive #201	Oakland Park	FL	33309	CO	1985	2	2
1517327	4925 Alita Terrace	St. Cloud	FL	34769	SF	2006	3	2.5
1621879	3106 Memorial Drive SE #E1	Atlanta	GA	30317	CO	1965	2	1
1662635	1166 Donnelly Avenue SW	Atlanta	GA	30310	SF	1935	3	1
2432993	164 EAST 1700 SOUTH	Orem	UT	84058	SF	1965	6	2
992887	96 Ridgecrest Street	Pooler	GA	31322	SF	2003	3	2
2611599	2418 Hunting Valley Drive	DECATUR	GA	30033	SF	1955	3	1.5
7027576	1060 Hill Street SE	ATLANTA	GA	30315	SF	1985	2	2
2523956	353 PINTAIL CIRCLE	WINDER	GA	30680	PU	2002	3	2

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
2265882	1051 Fair Hill Drive	Bogart	GA	30622	PU	2006	4	3.5
1426240	252 Taylors Lane	Carrollton	GA	30117	SF	2002	3	2
1615941	7007 Mountain Ridge SE	Cartersville	GA	30102	MH	1995	3	2
1131591	124 Hiawatha Hills Road	Cleveland	GA	30528	SF	2006	3	2
563060	915 Buford Dam Rd	Cumming	GA	30041	SF	1989	3	2
7000290	620 Grandview Drive	GRIFFIN	GA	30224	SF	1997	3	2
2219640	6201 Kiokee Drive	Harlem	GA	30814	MH	1973	3	1
663247	156 Cherokee Drive	Jackson	GA	30233	SF	1996	3	1.5
199337	RT 1 Box 344 G	Hoboken	GA	31542	SF	1989	3	2
648019	802 WYNNES RIDGE	MARIETTA	GA	30067	CO	1982	2	2
2509919	530 S. Satilla Street	Kingsland	GA	31548	SF	1974	4	2
2569879	6338 KLONDIKE RIVER ROAD	LITHONIA	GA	30038	SF	1998	3	2
1771931	1293 MONFORT ROAD	LAWRENCEVILLE	GA	30045	SF	1976	4	2
1212508	1658 Wellborn Rd	Lithonia	GA	30058	SF	1945	3	2
1856023	188 Bridgewood Drive SE	Conyers	GA	30094	SF	1974	3	2
2609874	330 LINDSEY LANE	MACON	GA	31217	MH	2000	5	2
7027797	135 Shepard Way	NEWNAN	GA	30265	SF	1990	4	3
7049220	2706 WAYMAR DR SW	MARIETTA	GA	30008	SF	2000	4	3
2402286	3788 SEPTEMBER WAY	Snellville	GA	30039	SF	1985	3	2
1773296	2031 Kirkland Circle	Statham	GA	30666	SF	2006	3	2
1861407	562 Patillo Road	Stockbridge	GA	30281	SF	1950	2	1
1582704	3682 Rockbridge Road	Stone Mountain	GA	30083	SF	1959	3	2
2718868	5798 Gateway Boulevard	Stone Mountain	GA	30087	PU	1998	4	3
1680631	144 Cherry Road	Thomaston	GA	30286	SF	1997	3	2
1922528	255 Trelawney Circle	Covington	GA	30016	SF	2004	4	2.5
1914478	4075 E CAMBRIDGE CIRCLE	Rigby	ID	83442	SF	2007	3	2
938388	711 East Second Street	Assumption	IL	62510	SF	1900	2	1
2168774	2555 W. FITCH AVENUE	CHICAGO	IL	60645	CO	1949	1	1
1162958	811 South Kedvale Avenue	Chicago	IL	60624	SF	1904	2	1
1535760	2108 North Keeler	Chicago	IL	60639	CO	1898	5	3
1290214	1358 SELLECK STREET	CRETE	IL	60417	SF	1965	3	2
1380315	13010 BUTTERCUP COURT	HOMER GLEN	IL	60491	SF	1989	0	0
1139067	106 Locust Street	Fieldon	IL	62031	SF	1940	2	1
1779493	154 SCHILLER SQUARE	ITASCA	IL	60143	SF	1995	2	2.1
1513597	26034 S Castle Gate Drive	Monee	IL	60449	SF	2006	4	2.5
1602735	600 Prairie Street	Kincaid	IL	62540	SF	1910	2	1
1929389	524 W. SCHUETZ	Lebanon	IL	62254	SF	1945	3	1
1585591	808 N. Highland Street	Marion	IL	6.3E+08	SF	1925	3	1
1403773	1718 North Beech	Mount Prospect	IL	60056	SF	1968	4	4
1051975	2909 Champaign	Mattoon	IL	61938	SF	1926	3	1
1585542	12736 East Tanglewood Circle	Palos Park	IL	60464	SF	1984	3	2
1666041	1017 N. HARLEM AVENUE	OAK PARK	IL	60302	MF	1928	6	3
1042833	788 EAST LINCOLN AVE	DES PLAINES	IL	60018	SF	1957	4	1
2042628	314 Yorktown	Paris	KY	40361	SF	1978	3	1
2056610	143 Idlewind Drive	Paris	KY	40361	SF	1962	3	1
2122106	128 Oriole Street	Carlisle	KY	40311	SF	1980	3	1
1561781	21 SUTTON STREET UNIT 1	MATTAPAN	MA	2126	CO	1910	4	2
1561763	4660 Gadwell Place	Waldorf	MD	20603	SF	1986	3	1.5
1293177	2523 Fleet Street	Baltimore	MD	21224	SF	1920	3	2
1166858	270 TIDEWATER CIR	PRESTON	MD	21655	SF	2005	5	2
561481	11469 Bratten Avenue	Princess Anne	MD	21853	MH	2005	0	0
1953863	649 Main St	Pittsfield	ME	4967	SF	1959	2	1

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
1797848	59 River Street	Sanford	ME	4073	SF	0	4	1
2614360	105 N Neeper St	Capac	MI	48014	SF	1900	4	2
1694370	2353 W. Willard Rd	Clio	MI	48420	SF	1903	4	2.1
2751332	559 Military St.	Dearborn	MI	48124	SF	1951	4	1.5
2612936	11468 Portlance St	Detroit	MI	48205	SF	1932	3	1
7086576	4414 SHAWNEE AVENUE	FLINT	MI	48507	SF	1958	2	1
1881007	4117 Maplewood Meadows Av	Grand Blanc	MI	48439	SF	2002	4	2
7062184	200 East Fiske	Lincoln	MI	48742	SF	1890	3	1
2487884	1441 NEWCASTLE DRIVE	Davison	MI	48423	SF	0	0	0
1476173	20172 W Cutler Road	Morley	MI	49336	MH	2004	3	2
1256020	7027 Veihl Road	Onaway	MI	49765	SF	1970	3	2
2590721	1607 SOUTH JEFFERSON AVE	AURORA	MO	65605	SF	1971	3	2
1753001	1075 East Street	Verdi	MN	56164	SF	1910	3	1
1451238	5417 Nantucket Court	High Ridge	MO	63049	SF	1976	3	1
1461678	205 Washington Street	Gower	MO	64454	SF	1972	3	1
1233818	(VACANT LOT)5469 Ruskin Av	St Louis	MO	63115	MF	1925	3	1
1780772	178 Douglas Lane	Poplar Bluff	MO	63901	MH	2004	4	2
1582189	60001 Southgate Drive	Amory	MS	38821	SF	2003	2	2
2036875	1634 Reno Street	Clarksdale	MS	38614	SF	1950	3	1
753840	10563 Pak Cove	Biloxi	MS	39532	SF	0	2	2
1732576	732 COSTNER SCHOOL ROAD	Bessemer City	NC	28016	SF	1970	2	1.5
1616375	7290 Northbrook Dr	Horn Lake	MS	38637	SF	1989	3	2
949545	1534 Silver Smith Circle	Kinston	NC	28504	MH	0	3	2
1096280	1960 Nahunta Road	Pikeville	NC	27863	MF	2004	3	2.5
1515540	1708 S. Globe Avenue	Portales	NM	88130	SF	1972	3	1
7021498	2337 French Alps Avenue	Henderson	NV	89044	SF	2006	3	3
7023870	420 FREDERICK AVE	BELLWOOD	IL	60104	SF	1951	2	1
1499777	9062 Partridge Hill St	Las Vegas	NV	89148	PU	2006	4	2.5
1325651	3436 Mabry Street	North Las Vegas	NV	89030	SF	1971	3	1.1
1276267	1920 E Pluto Street	Pahrump	NV	89048	MH	1997	2	2
1566357	6545 OakHill Ave NE	Alliance	OH	44601	SF	1954	3	1
1729277	1245 EAST MOUND STREET	COLUMBUS	OH	43205	SF	1920	3	1
1747596	421 S West Street	Hillsboro	OH	45133	SF	1900	3	1
1907042	1029 Karen Dr.	Akron	OH	44313	SF	1962	3	1
1568868	3073 Bowman Street	Mansfield	OH	44903	SF	1984	3	1
1821662	306 Pennsylvina Ave	Ashtabula	OH	44004	SF	1900	3	1.5
1129385	283 Madison Drive North	West Jefferson	OH	43162	SF	1954	3	1
1529412	207 NORTH 4TH STREET	Miamisburg	OH	45342	SF	1890	3	2
459912	19101 Van Aken Blvd Suite#329	Shaker Heights	OH	44122	CO	1948	3	2
243896	703 SW Monroe Avenue	Lawton	OK	73501	SF	1941	3	2
1615219	19901 Malone Road	Tecumseh	OK	74873	SF	1984	3	1.7
927952	803 27th Street	Woodward	OK	73801	SF	1968	3	1
1029697	304 8th street	Woodward	OK	73801	SF	1947	3	2
7053361	2364 Laurellhurst Drive	EUGENE	OR	97402	SF	1972	3	1
7003620	2820 Village Drive	Zanesville	OH	43701	SF	1969	3	2
1368959	515 W. Wood Street	Shawnee	OK	74801	SF	1945	2	2
1845092	7425 Torresdale Av	Philadelphia	PA	19136	SF	1930	3	1
944996	1400 Vernon Street	Harrisburg	PA	17104	SF	1900	5	1
1078516	3142 Queen Chapel Road	Dalzell	SC	29040	MH	2001	5	2
1835744	102 Hunters Wood Drive	Summerville	SC	29485	PU	2003	3	2.5
630059	102 Glenda Lane	Easley	SC	29642	MH	1997	3	2
1960258	2000 South Ocean Blvd.	N. Myrtle Beach	SC	29582	MF	1945	5	3.5

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
1343649	1490 Hindman Avenue	Memphis	TN	38127	SF	1960	2	1
2269884	7725 Grover Vaughn RD	Lyles	TN	37098	SF	1993	2	1
7039837	160 Lone Tree Lane	DECATUR	TX	76234	MH	2001	4	2
1814232	6730 Hollis Ave	Dallas	TX	75227	SF	1954	3	1
1532549	361 North Lake Drive	Murchison	TX	75778	PU	0	0	0
2556612	109 W. Ard Street	Seagoville	TX	75159	SF	1959	2	1
1505560	140 East Ogden Canyon	Ogden	UT	84401	SF	1937	1	1
1825014	513 EAST DALEY AVENUE	LAYTON	UT	84041	SF	1955	7	2.8
1482686	428 North K Street	Salt Lake City	UT	84115	SF	1911	2	1
2635924	285 Foxtail Hollow Road	New Castle	VA	24127	MH	0	0	0
894296	409 Farrell Street, Unit 403	South Burlington	VT	5403	CO	0	0	0
195593	RR I BOX 295-D8	HINTON	WV	25951	SF	1984	3	1
1861596	759 E. 4th Street	Chillicothe	OH	45601	MF	1900	4	2
1449202	1634 Laughlin Rd	Randleman	NC	27317	MH	2006	3	2
979042	4755 NW 61st	Ocala	FL	34482	SF	2006	3	2

Schedule 4.1 (b)

Ground Leases

None.

Schedule 4.1 (c)

Condominium Units

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
7016331	15221 SW 80 STREET #502	MIAMI	FL	33193	CO	1992	3	2
1512207	310-F Winding River Drive	Atlanta	GA	30350	CO	1970	2	2.5
567806	795 Hammond Drive #1204	Atlanta	GA	30328	CO	1990	1	1
1718277	4745 W School St #GE	Chicago	IL	60641	CO	1914	3	1
1376762	447 Cavalier Court Unit 3-7	West Dundee	IL	60118	CO	1976	2	1.5
1422233	2500 Cherry Creek South Drive #124	Denver	CO	80209	CO	2000	2	2
1317898	81 Westminster Avenue Unit D	Boston	MA	2119	CO	2004	2	2
1961811	37903 Joyce Drive	Sterling Heights	MI	48312	CO	1974	3	1.5
2858182	25065 Glenbrooke Dr.	Southfield	MI	48033	CO	1972	3	2.5
1795877	38 E Serene Ave Unit 317	Las Vegas	NV	89123	CO	2006	2	2
1696909	1136 MORRAINE VIEW DRIVE UNIT 202	Madison	WI	53719	CO	1989	3	1
1822530	4170 Spinnaker Drive #705	Gulf Shores	AL	36542	CO	1997	2	2
1663836	3402 North 32nd Street #162	Phoenix	AZ	85018	CO	1970	2	2
1801262	2341 East Cactus Road Unit 34	PHOENIX	AZ	85022	CO	1976	3	2.5
1227294	3236 E Chandler Blvd #2075	Phoenix	AZ	85048	CO	1996	1	1
2271847	46 Theodore Street Unit 3	Dorchester	MA	2124	CO	1905	2	1
2982848	815 Ada Street Unit 110	Chula Vista	CA	91911	CO	2006	3	2.5
7016169	488 E. Ocean Blvd # 1709	LONG BEACH	CA	90802	CO	2005	1	1
2350350	16326 E. Fremont Ave #11	Aurora	CO	80016	CO			
563846	7440 South Blackhawk Street Bldg 15 #103	Centennial	CO	80112	CO			
1725398	125 Prospect St. #4H	Stamford	CT	6902	CO	1940	1	1
1177874	430 Forestway Cir #7-30	Altamonte Springs	FL	32701	CO	1996	1	1
1927056	4420 NW 79 AVENUE 2E	DORAL	FL	33166	CO	1970	2	2
1346540	5100 Burchette Road #2904	Tampa	FL	33647	CO	1987	2	2.5
1218502	3800 Sawgrass Way #3138	Naples	FL	34112	CO	2002	2	2
1298540	11500 Westwood blvd. #625	Orlando	FL	32821	CO	1989	1	1
7077395	2550 North Alafaya Trail #3206	ORLANDO	FL	32826	CO	1989	2	1
2069266	4655 Cason Cove Dr #2823	Orlando	FL	32811	CO	1988	2	2
1498278	8261 Pathfinder Loop #735	Fort Myers	FL	33919	CO	2006	2	2
2029799	17106 CARRINGTON PARK DR. #612	TAMPA	FL	33647	CO	1996	1	1
1880130	3106 Memorial Drive SE #C1	Atlanta	GA		CO	1965	2	1
2108199	9956 HOLLY LANE #2N	DES PLAINES	IL	60016	CO	1977	2	1
1521183	1447 Westminster St #1B	Providence	RI	2909	CO	1888	1	1
2982815	3023 Wakefield Dr IVe. Unit D	Carpentersville	IL	60110	CO	1970	2	1.5
1374617	5306 N Cumberland Ave #513-3	Chicago	IL	60656	CO	1974	1	1
2239938	2401 W BALMORAL #2a	CHICAGO	IL	60625	CO	1960	1	1
1766325	3046 W Lexington Unit 1	Chicago	IL	60612	CO	2006	3	2
1892638	5201 S CALUMET AVENUE 2B	CHICAGO	IL	60615	CO	1900	3	1
1628204	6400 N RIDGE BLV	CHICAGO	IL	60626	CO	1973	2	1
2123054	6219 S VERNON AVE UN	CHICAGO	IL	60637	CO	1912	4	1
2183299	6701 N. ASHLAND AVEN	CHICAGO	IL	60626	CO	1973	2	2
2038255	6354 South Greenwood Avenue # 2	Chicago	IL	60637	CO	1899	4	2.5
2088195	5441 N ASHLAND AVE #3	CHICAGO	IL	60640	CO	1918	3	2
7066961	2051 W. FARGO AVE # 1	CHICAGO	IL		CO	1926	5	3
2202476	1034 NORTH MOZART #2	Chicago	IL	60622	CO			

Loan #	Address	City	State	Zip	Property Type	Year Built	Bed	Bath
1584698	21 Sutton Street Unit 2	Mattapan	MA	2126	CO	1910	3	1
1391091	534 N Paulina Street #2	Chicago	IL	60622	CO	1888	3	2
1739668	25-31 West Fifth Street Unit 31-1	Boston	MA	2127	CO	1910	2	1
1256729	9 Minot Avenue Unit 2N	Brockton	MA	2301	CO	1900	2	1
2278854	39 Cook Avenue Unit B	Chelsea	MA	2150	CO	1940	2	1
1526202	135 Neponset Avenue Unit #23	Dorchester	MA	2122	CO	1965	1	1
1466638	20 Lawn Street #2	Roxbury	MA	2120	CO	1905	3	1
		Crossing						
1370686	103 Colonel Bell Drive #6	Brockton	MA	2301	CO	1972	1	1
1731427	288 Highland Street Unit 3	Roxbury	MA	2119	CO	1800	2	0
2152440	1832 METZEROTT RD UNIT #405	HYATTSVILLE	MD	20783	CO	1964	2	2
1234070	31 Royalty Cir Unit 31	Owings Mills	MD	21117	CO	1985		
1636880	12 77th Street #301	Ocean City	MD	21842	CO	1974	2	2
1941554	66 WINDER UNIT 214	DETROIT	MI	48201	CO	2006	1	1
1961860	46831 Scotch Pine Lane Unit 2	Macomb	MI	48042	CO	1990	2	2
1676201	4825 NARA VISTA WAY UNIT #101	LAS VEGAS	NV	89103	CO	1988	2	2
1280092	5055 W HACIENDA AVE #1102	LAS VEGAS	NV	89118	CO	1999	2	2
1637632	7885 W Flamingo Road #1002	Las Vegas	NV	89147	CO	1997	2	2
2401040	2117 De Osma Street	Las Vegas	NV	89102	CO	1978	3	2
1475805	163 Desert Willow Lane Unit A	Mesquite	NV	89027	CO	2006	3	2.5
1797503	1038 North West Street	Hillsboro	OH	45133	CO	2004	3	1.1
1380175	3145 Alameda Street ##18	Medford	OR	97504	CO	2004	2	2
1380174	3145 Alameda Street #17	Medford	OR	97504	CO	2005	2	2
1380179	3145 Alameda Street ##20	Medford	OR	97504	CO	2004	2	2
7016897	1204 Arch Street 3	Pittsburgh	PA	15212	CO	1915	2	1.5
2081384	4201 BLARNEY LN #201	Las Vegas	NV	89110	CO	1993	3	2
2974993	4354 Hawks Lookout Lane	Colorado Springs	CO	80916	CO	1986	2	1.5
7085404	1350 North Escondido Blvd #48	ESCONDIDO	CA	92026	CO	1980	2	1
1810996	9925 SWEEPSATKES LANE UNIT #2	Orlando	FL	32827	CO	1985	2	2
7084839	1350 North Escondido Boulevard #66	ESCONDIDO	CA	92026	CO	1980	2	2
7083636	209 West Lake Drive # 1	San Marcos	CA	92078	CO	1987	2	2.5
1253263	1650 Pearl Street Unit 19	Denver	CO	80203	CO	1905	1	1
1610776	2202 Cascades Blvd. #108	Kissimmee	FL	34741	CO	1988	2	2
1890516	5715 Estancia Drive #1098	Orlando	FL	32822	CO	1800	1	1
2191368	19934 VILLA ISLE DRIVE #3-204	ORLANDO	FL	32821	CO	2003	2	2
1245307	202 Caroline Street #105	Cape Canaveral	FL	32920	CO	1963	1	1
1265778	208 Lake Pointe Drive #201	Oakland Park	FL	33309	CO	1985	2	2
1621879	3106 Memorial Drive SE #E1	Atlanta	GA	30317	CO	1965	2	1
648019	802 WYNNE RIDGE	MARIETTA	GA	30067	CO	1982	2	2
2168774	2555 W. FITCH AVENUE	CHICAGO	IL	60645	CO	1949	1	1
1535760	2108 North Keeler	Chicago	IL	60639	CO	1898	5	3
1561781	21 SUTTON STREET UNIT 1	MATTAPAN	MA	2126	CO	1910	4	2
459912	19101 Van Aken Blvd Suite#329	Shaker Heights	OH	44122	CO	1948	3	2
894296	409 Farrell Street, Unit 403	South Burlington	VT	5403	CO			

Schedule 4.3 (a)

Permitted Liens

None; provided, that additional items may be added to this Schedule 4.3(a) with the consent of the Lender, which shall not be unreasonably withheld.

Schedule 5.1

List of Subsidiaries

Name	Ownership	State	Date	FEIN
HMC-Home Mortgages Co. 7500 San Felipe, Suite 500 Houston, TX 77263	Taylor, Bean & Whitaker Mortg. Corp. 100%	TX	01-Dec-06	76-0654107
Ocala Funding, LLC 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mortg. Corp. 100%	DE	14-Jan-05	30-0292188
Second Street Insurance Corp. 30 Main Street, Suite 330 Burlington, VT 05401	Taylor, Bean & Whitaker Mortg. Corp. 100%	VT	12-Dec-02	01-0772426
TBALT Corp. 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mortg. Corp. 100%	DE	02-Oct-06	
MASLOW Insurance Agency, LLC 101 NE 2nd Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mortg. Corp. 100%	FL	15-Mar-07	20-8638844
REO Specialists, LLC 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker, Mortg. Corp. 100%	FL	10-Sep-05	20-3507501
CDF Tax, Flood & Insurance Services 1417 N. Magnolia, Ave., Ocala, FL 34470	Taylor, Bean & Whitaker, Mortg. Corp. 100%	FL	1-Mar-04	26-0500545
Complete Mortgage Solutions, LLC 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mtg. Corp. 100% Currently No Operations	FL	14-Aug-06	20-5415225
TBW Funding Company LLC 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	DE	29-Mar-07	
TBW Funding Company II LLC 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	DE	10-Apr-07	26-0290521
TBW Funding Company III LLC 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	DE	17-Aug-07	26-0746394
Magnolia Street Funding, Inc. 315 N.E. 14th Street, Ocala Florida 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	DE	17-Nov-03	
Magnolia Street Funding II, Inc. 315 N.E. 14th Street, Ocala Florida 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	DE	23-Mar-04	20-1006984

Name	Ownership	State	Date	FEIN
Magnolia Street Funding III, Inc. 315 N.E. 14th Street, Ocala Florida 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	DE	23-Jul-04	
Home America Mortgage, Inc. 315 NE 14th Street, Ocala, FL 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	FL	8-Jan-09 Date of Purchase	
SecurityOne Valuation Services, LLC 2303 SE 17th ST, STE 102, Ocala, FL 34470	Taylor, Bean & Whitaker Mtg. Corp. 50%	FL	15-Mar-09	26- 4427020
Platinum Bancshares, Inc. Holding Company owns 100% Platinum Community Bank 2915 W Kirchoff Rd, Rolling Meadows, IL 60008	Taylor, Bean & Whitaker Mtg. Corp. 92.7%	IL	19-Jul-08 Date of Purchase	36- 4274658
Ocala Servicing LLC 315 NE 14th Street, Ocala FL 34470	Taylor, Bean & Whitaker Mtg. Corp. 100%	DE	7-Aug-08	

Schedule 5.6

Pending Litigation

Loan #	Case Name	Case No.	Case Status	Nature of Action/Comments
2087185	Lynette Brookman v. 5 Star River Oaks and TBW	77480	Complaint served 11/18/08, answer due 12/9/08. Answer timely filed.	Complaint for injunction to stop foreclosure, Fraud and misrepresentation.
1214318	Cooper Bass v. Unknown Parties, TBW, et. al.	2008 CV 159020	Complaint filed 10/29/08. Extensions of time to answer given until 4/30/09. Answer timely filed.	Complaint to Quiet Title. TBW named as owner of adjoining property. TBW has REO property adjoining. The Petition names Taylor Bean & Whitaker as a necessary party and alleges that Taylor Bean & Whitaker's property located at 735 Formwalt Street, Atlanta, Georgia (the "TBW Property") adjoins Tract 5 of the subject property. The TBW Property does not directly adjoin the Subject Property. Rather, the Subject Property and the TBW Property are separated by a shared alley that runs along the eastern boundary of the TBW Property. No allegation of wrongdoing by the Company.
1737482	Kai Fluker et. al. v. TBW, et. al.		Complaint filed 12/1/08, question as to when served on TBW. Answer filed without service to protect interests in case Judge assists Pro Se Plaintiff.	Complaint to set aside Foreclosure.
2177159	Alicia and Raul Garcia v. TBW et. al.	2009-CV-6324	Complaint served 9/8/09, answer due 9/28/09.	Complaint for breach of contract, Fraud, Coercion, Undue Influence, Misrepresentation, Intentional Infliction of Emotional Distress, Negligent Infliction of Emotional Distress, Vicarious Liability, Extreme and Outrageous Conduct, Civil Conspiracy, Nonpayment on Presentment of Check, Breach of Fiduciary Duty, Negligence.
7049220	Traycee Meniffee v. TBW	09-1-04876-99	Complaint served 5/22/09	Complaint for wrongful foreclosure. Notice of Bankruptcy filed 8/31/09.
1498278	TBW v. Lennar Corporation, et. al.	08-CA-021081	Complaint filed 8/15/08.	Complaint for Fraud in the Inducement, Constructive Fraud, Conspiracy, Negligent Misrepresentation, Breach of Contract, Breach of Fiduciary Duty.

Schedule 7.1

Indebtedness

\$ in 000s (unless otherwise noted)

Lender Name	\$ Amount at 9/30/2009
Colonial Bank – COLB Participation Line*	\$1,740,735
Colonial Bank – AOT Line*	\$1,530,918
Ocala Funding, LLC	\$1,678,349
Seaside Bank*	\$121,869
Sovereign Bank	\$164,894
Colonial Bank	\$67,405
NATIXIS	\$46,000
Plainfield	\$20,500
Colonial Bank - Overline	\$16,130
G.Hicks – Subordinated Debt	\$7,783
LBF Holdings, LLC – Subordinated Debt	\$3,000
RBC	\$619
Total	\$5,398,202

* Off balance sheet liabilities at 7/31/2009

EXHIBIT “B”
DIP Lien REO Properties

**Schedules 4.1(a), 4.1(b) and 4.1(c) to DIP
Loan Agreement and Related Assets**

EXHIBIT “C”

Proposed Order

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

In re:

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,**

Debtor.

Chapter 11

Case No. 3:09-BK-07047-JAF

**ORDER (A) AUTHORIZING DEBTOR TO OBTAIN POSTPETITION
FINANCING PURSUANT TO SECTIONS 105 AND 364 OF THE
BANKRUPTCY CODE, AND (B) GRANTING LIENS AND SUPER-
PRIORITY CLAIMS**

This matter came before the Court on _____, 2009 on the motion filed by Taylor, Bean & Whitaker Mortgage Corp., the debtor and debtor-in-possession (the “Debtor”) in the above captioned Chapter 11 case (the “Case”) dated October 21, 2009 (the “Motion”), requesting entry of this Order (the “Order”):

(1) authorizing and approving, pursuant to sections 105 and 364 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the postpetition financing (the “DIP Facility”), to be provided to the Debtor pursuant to the “DIP Loan Agreement” dated as of October 21, 2009 by and among Debtor, as Borrower, and Selene Residential Mortgage Opportunity Fund L.P. (the “DIP Lender”), and authorizing the incurrence by the Debtor of all Obligations¹ under the DIP Loan Agreement and the related DIP Loan Documents (as defined below) including, without limitation, all amounts due on account of principal, accrued interest,

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the DIP Loan Agreement.

unpaid fees and expenses, indemnification obligations and all other amounts due to the DIP Lender,

(2) requesting on a final and permanent basis, pursuant to sections 364(c)(1), 364(c)(2), and 364(d) of the Bankruptcy Code, that the Obligations under the DIP Facility:

a. have priority over any and all administrative expenses other than the Carve-out (as defined below), including, without limitation, administrative expenses or claims of the kind specified in sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other consensual or non-consensual lien, levy or attachment (the “DIP Superpriority Claim”);

b. be and be deemed to be secured by valid, binding, continuing, enforceable, fully perfected, priming and unavoidable first-priority senior security interests in, and liens upon (the “DIP Liens”) the Collateral (including the proceeds thereof), as provided for by sections 364(c) and (d) of the Bankruptcy Code, subject solely to the Carve-out to the extent provided for below;

(3) seeking the Court’s authorization pursuant to sections 361(a), 363(c), and 364(d)(1) of the Bankruptcy Code to provide adequate protection to those entities, if any, holding existing liens or claims on the Collateral, which liens and claims shall be “primed” and treated as junior in all respects to the DIP Facility from and after entry of this Order; and

(4) requesting this Court to vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Order.

Pursuant to Bankruptcy Rule 4001(c)(1), the Court having found that due and sufficient notice of the Motion and this Hearing (the “Hearing”) was provided by the Debtor as set forth in paragraph H below; and having considered the pleadings filed with this Court; and having overruled all unresolved objections to the relief requested in the Motion; and upon the record made by the Debtor at the Hearing, and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. On August 24, 2009 (the “Commencement Date”), the Debtor commenced in this Court a case under chapter 11 of the Bankruptcy Code. The Debtor is managing its affairs as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. On September 11, 2009, pursuant to section 1102(a) of the Bankruptcy Code, the Office of the United States Trustee for the Middle District of Florida (the “U.S. Trustee”), appointed the official committee of creditors holding unsecured claims (the “Committee”). The Committee was represented by counsel at the Hearing.

C. By order of this Court dated September 3, 2009, Neil F. Luria (the “CRO”) of Navigant Capital Advisors LLC was appointed to serve as chief restructuring officer of the Debtor.

D. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

E. The Debtor requires the availability of credit to finance the ordinary costs of its liquidation and the Servicing Reconciliation which is the subject of Stipulation Between Debtor Taylor, Bean & Whitaker Mortgage Corp. and Federal Deposit Insurance Corporation, as Receiver for Colonial Bank, dated September 11, 2009 [Docket No. 222] and to preserve the value of its estate. Without such credit, the Debtor would likely not be able to complete an orderly liquidation, and the Debtor's estate would likely suffer considerable harm or loss. Available cash collateral is inadequate for the Debtor's needs, purposes and operations.

F. The Debtor is unable to obtain sufficient financing from sources other than the DIP Lender on terms more favorable than under the DIP Facility and all the documents and instruments delivered or to be pursuant thereto or in connection therewith (inclusive of the DIP Loan Agreement, the "DIP Loan Documents"). Debtor is not able to obtain sufficient unsecured credit allowable as an administrative expense under Section 503(b)(1) of the Bankruptcy Code, credit for money borrowed with priority over all administrative expenses of the kind specified under sections 503(b) and 507 of the Bankruptcy Code, or credit for money borrowed secured by a junior lien on property of the estate which is subject to a lien, in each case on more favorable terms and conditions than those provided in the DIP Loan Agreement and this Order. The Debtor is unable to obtain new credit for borrowed money without granting to the DIP Lender the protections provided in the DIP Loan Documents and this Order.

G. The DIP Lender has indicated a willingness to consent and agree to provide financing to the Debtor subject to (i) the entry of this Order, (ii) the terms and conditions

of the DIP Loan Agreement, and (iii) findings by the Court that such postpetition financing is essential to the Debtor's estate, that the terms of such financing were negotiated in good faith and at arm's length, and that the DIP Lender's DIP Liens and DIP Superpriority Claims, and other protections granted pursuant to this Order and the DIP Loan Documents, will not be affected by any subsequent reversal, modification, vacatur or amendment of this Order or any other order, as provided in section 364(e) of the Bankruptcy Code. The DIP Lender has acted in good faith in negotiating, consenting to and in agreeing to provide the postpetition financing arrangements contemplated by this Order and the DIP Loan Documents and the reliance of the DIP Lender on the assurances referred to above is in good faith.

H. Notice of the Hearing and the entry of this Order has been provided to (i) counsel for the Creditor's Committee, (ii) the Office of the United States Trustee for the Middle District of Florida (the "U.S. Trustee"), (iii) counsel for the DIP Lender; and (iv) any other parties requesting or entitled to such notice (collectively, the "Notice Parties"). The requisite notice of the Motion and the relief requested thereby and this Order has been provided in accordance with Bankruptcy Rule 4001, which notice is good and sufficient for all purposes under the Bankruptcy Code, including, without limitation, sections 102(1) and 364 of the Bankruptcy Code, and no other notice need be provided as a condition to entry of this Order.

I. The Debtor has requested immediate entry of this Order pursuant to Bankruptcy Rule 4001(c) (2). Absent entry of this Order, the Debtor's estate will be irreparably harmed.

J. The ability of the Debtor to finance its liquidation and the availability to the Debtor of sufficient working capital through the incurrence of new indebtedness for borrowed money is in the best interests of the Debtor and its estate. The DIP Facility authorized

hereunder is vital to avoid irreparable harm to the Debtor's estate and to allow the orderly liquidation of the Debtor's businesses and completion of the Servicing Reconciliation. The relief requested in the Motion is necessary, essential and appropriate for the continued management, preservation and orderly liquidation of the Debtor's assets. It is in the best interest of the Debtor's estate to be allowed to establish the DIP Facility contemplated by the DIP Loan Agreement.

K. Based upon the pleadings and proceedings of record in this case: (i) the terms of the DIP Facility are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration; and (ii) the DIP Facility has been negotiated in good faith and at arm's length between the Debtor and the DIP Lender, and any credit extended, loans made, and other financial accommodations extended to the Debtor by the DIP Lender shall be deemed to have been extended, issued, or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

NOW THEREFORE, ON THE MOTION, AND THE RECORD BEFORE THE COURT WITH RESPECT TO THE MOTION AND THIS CASE, AND WITH THE CONSENT OF THE DEBTOR TO THE FORM AND ENTRY OF THIS ORDER, AND GOOD AND SUFFICIENT CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Disposition. The Motion is granted in its entirety in accordance with the terms and conditions set forth in this Order and the DIP Loan Agreement. Any objection that has not previously been withdrawn or resolved is hereby overruled. This Order shall immediately become effective upon its entry.

2. Authorization to Borrow. The DIP Loan Agreement is hereby approved on a final basis and the Debtor is authorized to borrow up to \$25,175,000.00 consistent with the terms of the DIP Loan Agreement. The Debtor is expressly authorized, empowered and directed to execute and deliver the DIP Loan Agreement and the documents contemplated thereby, and to incur and perform its obligations thereunder, and to execute and deliver all instruments, certificates, agreements and documents which may be required or necessary for the performance by the Debtor under the DIP Facility. The Debtor is authorized and directed to do and perform all acts, including paying the principal, interest and fees of the DIP Lender as provided under the DIP Loan Documents. Such fees shall not be subject to court approval. The DIP Loan Documents shall constitute and evidence and are hereby deemed to be legal, valid, and binding obligations of the Debtor and of its estate any successors thereto, enforceable against the Debtor, its estate and its creditors in accordance with the terms of the DIP Loan Documents. Available financing and advances under the DIP Loan Agreement may be made available in accordance with the terms of the DIP Loan Documents to fund the Debtor's ordinary working capital and to pay such other amounts as are required or permitted to be paid pursuant to the DIP Loan Agreement and this Order.

3. Conditions Precedent. The DIP Lender shall have no obligation to make any loan or advance under the DIP Loan Agreement unless the conditions precedent to making same have been satisfied in full in accordance with the DIP Loan Agreement or waived in a writing signed by the DIP Lender. Among the conditions precedent is that the Bankruptcy Court shall have entered an order in form and content reasonably satisfactory to Lender, pursuant to the Bid Procedures Motion, providing that Selene RMOF REO Acquisition II LLC, an affiliate of

Lender (“Acquisition”), shall have been named the stalking horse bidder for the purchase of the Real Estate Assets on terms and conditions that are reasonably acceptable to Acquisition.

4. DIP Liens. As security for the Obligations, pursuant to sections 364(c)(2) and (d) of the Bankruptcy Code, the DIP Lender (effective as of the date of this Order without the necessity of the execution by the Debtor or the filing or recordation of mortgages, security agreements, control agreements, financing statements, or otherwise) is granted the DIP Liens, which are and shall be deemed to be secured by valid, binding, continuing, enforceable, fully perfected, priming and unavoidable first-priority senior security interests in, and liens upon all presently owned and hereafter acquired Collateral as described in the DIP Loan Agreement, senior and superior in priority to all other secured and unsecured creditors of the Debtor’s estate. The DIP Liens shall be subject to the payment of the Carve-out (as defined below). The DIP Liens shall secure all of the Obligations, and shall be superior to any security, mortgage or collateral interest or lien, claim or interest in or to any of the Collateral, subject only to the Carve-out. The DIP Liens will be valid and enforceable against any trustee appointed in this case, under chapter 7 or chapter 11 of the Bankruptcy Code, and in any other proceedings related to the case. The DIP Liens shall not be subject to Sections 506(c), 549, 550 or 551 of the Bankruptcy Code.

5. Superpriority Administrative Claim Status. Subject only to the Carve-out, all of the Obligations shall be an allowed superpriority administrative expense claim (the “DIP Superpriority Claim” and, together with the DIP Liens, the “DIP Protections”) with priority in the case and upon the conversion of the case to a case under Chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “Successor Case”) under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all

administrative expense claims and unsecured claims against the Debtor and its estate, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in, arising, or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. Other than the Carve-out, no costs or expenses of administration, including, without limitation, professional fees allowed and payable under Bankruptcy Code sections 328, 330, and 331, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Case, and no priority claims are, or will be, senior to, prior to or on a parity with the DIP Protections or the Obligations, or with any other claims of the DIP Lender arising hereunder.

6. Disposition of Collateral. Except as provided in the DIP Loan Agreement, the Debtor shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral without the prior written consent of the DIP Lender, and no such consent may be implied from any action, inaction or acquiescence by the DIP Lender.

7. Adequate Protection. There are no parties entitled to adequate protection with respect to the Collateral.

8. Carve-out. The DIP Superpriority Claim and the DIP Liens shall be subject to payment of the following in an amount not to exceed \$2,500,000 in the aggregate (collectively, the “Carve-out”): (i) (a) the unpaid fees of the clerk of this Court, (b) the unpaid fees of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and 31 U.S.C. § 3717, and (c) up to \$50,000 for unpaid fees and disbursements, including reasonable attorneys’ fees of a

chapter 7 trustee appointed in this case pursuant to section 726 of the Bankruptcy Code, and (ii) up to \$2,400,000 for the payment of the aggregate allowed unpaid fees and expenses during this case arising after the occurrence of an Event of Default and the acceleration of the Obligations pursuant to Section 9.1 of the DIP Loan Agreement payable under Sections 330 and 331 of the Bankruptcy Code to professionals retained pursuant to an order of the Court by the Debtor and any official creditors committee that may be appointed; provided, however, that no proceeds of the Collateral and no amounts received pursuant to the Professional Carve-out shall be used to pay compensation or expense reimbursement of any Professional Person or creditors' committee or any other costs incurred, directly or indirectly, in respect of, arising from or relating to, the commencement of, prosecution by, or joinder by any creditors' committee or any Person of any Adverse Bankruptcy Action, except to challenge whether an Event of Default has occurred. The foregoing shall not be construed as consent to the allowance of any fees and expenses referred to above and shall not affect the right of the Debtor, the DIP Lender, the Committee, the U.S. Trustee, or other parties in interest to object to the allowance and payment of such amounts. No payments of the Carve-out shall reduce the amount of the Obligations owed to the DIP Lender.

9. Payment of Administrative Claims. So long as no Event of Default shall have occurred and be continuing (i) the Debtor shall be permitted to pay administrative expenses allowed and payable by order of the Court under sections 330 and 331 of the Bankruptcy Code, as the same may become due and payable, and (ii) such payments shall not be applied to reduce the Carve-out.

10. Section 506(c) Waiver. As a further condition of the DIP Facility and any obligation of the DIP Lender to make any Advance pursuant to the DIP Loan Agreement and as

a condition of this Order, the Debtor (and any successors thereto or any representatives thereof, including any trustees appointed in this case or any Successor Case) shall be deemed to have waived any rights to surcharge the DIP Lender, the DIP Liens or any of the Collateral, including rights or benefits of Section 506(c) of the Bankruptcy Code, or otherwise. In no event shall the DIP Lender be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral or the DIP Liens.

11. Fees and Expenses of the DIP Lender. The Debtor will promptly, following receipt of a written invoice from the DIP Lender, pay the reasonable costs, fees (including reasonable attorneys’ fees), charges, and expenses incurred by the DIP Lender in connection with the DIP Loan Documents. Such fees and expenses will be paid by the Debtor whether or not the transactions contemplated hereby are consummated. None of such costs, fees, charges, and expenses shall be subject to Court approval and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court, provided that the Court shall have jurisdiction to determine any dispute concerning such invoices.

12. Lien Restrictions on the Collateral. Other than the Carve-out, until all of the Obligations have been irrevocably paid in full in cash, no claim, lien or security interest having priority superior to or *pari passu* with those granted by this Order to the DIP Lender shall be granted by the Debtor or permitted by any order of the Court heretofore or hereafter entered in this case, in whole or in part, with respect to any of the Collateral under Section 364 of the Bankruptcy Code or otherwise.

13. DIP Lien Perfection. This Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, recording any mortgage, security deed or deed of trust, filing any UCC financing statement, entering into any deposit account control agreement, or securities account control agreement or the taking of possession of any Collateral) in order to validate, perfect or enforce the DIP Liens or to entitle the DIP Liens to the priorities granted pursuant to this Order and the DIP Loan Agreement. Notwithstanding the foregoing, the DIP Lender may, in its sole discretion, file such mortgages, deeds of trust, financing statements, security agreements, notices and other agreements or documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such mortgages, deeds of trust, financing statements, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded at the time and on the date of the commencement of this case. Subject to the terms and conditions of Section 13.6 of the DIP Loan Agreement, the Debtor shall execute and deliver to the DIP Lender any such mortgages, deeds of trust, financing statements, security agreements, notices and other agreements or documents as the DIP Lender may reasonably request to in order to preserve, enforce, protect or defend any of the DIP Lender's rights, powers and privileges granted under the DIP Loan Agreement, including the DIP Liens and the enforcement of the Obligations in connection with the DIP Loan Agreement, the other DIP Loan Documents and this Order and the priority of such DIP Liens granted pursuant to the DIP Loan Agreement and/or this Order. The DIP Lender in its discretion, may file a photocopy of this Order as

a mortgage, deed of trust, or financing statement with any recording officer designated to file mortgages, deeds of trust or financing statements or with any registry of deeds or similar office in any jurisdiction in which the Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Order.

14. Event of Default. As provided in the DIP Loan Agreement, failure by the Debtor to comply with any term of this Order shall constitute an Event of Default under the DIP Loan Agreement.

15. Rights and Remedies Upon Event of Default.

(a) Any automatic stay otherwise applicable to the DIP Lender is hereby modified so that after the occurrence of any Event of Default and at any time thereafter upon five (5) business days prior notice via email or facsimile of such occurrence, in each case given to each of counsel for the Debtor, counsel for Creditors Committee and the and the U.S. Trustee, the DIP Lender shall be entitled to exercise its rights and remedies based upon the DIP Loan Documents. Notwithstanding the occurrence of an Event of Default: (i) the Debtor shall continue to deliver and cause the delivery of all Net Cash Proceeds to the DIP Lender as provided in the DIP Loan Agreement (ii) the DIP Lender shall continue to apply such proceeds in accordance with the provisions of the DIP Loan Agreement; (iii) the Debtor shall have no right to use any of such proceeds; and (iv) in such event, any obligation otherwise imposed on the DIP Lender to provide any loan or advance to the Debtor pursuant to the DIP Facility shall be suspended, provided that, in the DIP Lender's reasonable discretion, the DIP Lender may continue to make loans and advances to (A) maintain, protect or preserve the Collateral or its rights therein, and/or (B) implement and exercise its rights and remedies in accordance with the terms of the DIP Loan Agreement, including in connection with the sale of the Collateral. Following the giving of

notice by the DIP Lender of the occurrence of an Event of Default, the Debtor shall be entitled to an emergency hearing before this Court solely for the purpose of contesting whether an Event of Default has occurred. If the Debtor does not contest the right of the DIP Lender to exercise its remedies based upon whether an Event of Default has occurred within such time period, or if the Debtor does timely contest the occurrence of an Event of Default and the Court declines to stay the enforcement thereof within such five (5) business day period, the automatic stay, as to the DIP Lender shall automatically terminate at the end of such notice period.

(b) The automatic stay imposed under Bankruptcy Code section 362(a) is hereby modified pursuant to the terms of this Order as necessary to (1) permit the Debtor to grant the DIP Liens and to incur all Obligations to the DIP Lender under the DIP Loan Documents, the DIP Facility, and this Order, as applicable, (2) authorize the DIP Lender to retain and apply payments hereunder, and (3) otherwise permit the DIP Lender to take any action permitted in accordance with this Order.

(c) Nothing included herein shall prejudice, impair, or otherwise affect the DIP Lender's rights to seek any other or supplemental relief in respect of the Debtor or the DIP Lender's rights, as provided in the DIP Loan Agreement, to suspend or terminate the making of loans under the terms provided in the DIP Loan Agreement.

16. Proofs of Claim. The DIP Lender will not be required to file proofs of claim in this case or any Successor Case on account of the Obligations.

17. Binding Effect. The provisions of this Order shall be binding upon and inure to the benefit of the DIP Lender and the Debtor. Any successors or assigns of the Debtor (including any trustee or other fiduciary hereinafter appointed as a legal representative of the

Debtor or with respect to the property of the estate of the Debtor) whether in this case, in any Successor Case, or upon dismissal of any such chapter 11 or chapter 7 case, shall be bound by the provisions of this Order.

18. Survival. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any Plan in this case, (ii) converting this case to a case under chapter 7 of the Bankruptcy Code, (iii) dismissing this case, (iv) withdrawing of the reference of this case from this Court, or (v) providing for abstention from handling or retaining of jurisdiction of this case in this Court. The terms and provisions of this Order including the DIP Protections granted pursuant to this Order and the DIP Loan Documents shall continue in full force and effect notwithstanding the entry of such order, and such DIP Protections shall maintain their priority as provided by this Order until all of the Obligations of the Debtor to the DIP Lender pursuant to the DIP Loan Agreement have been indefeasibly paid in full and discharged (such payment being without prejudice to any terms or provisions contained in the DIP Loan Agreement which survive such discharge by their terms). The Obligations shall not be discharged by the entry of an order confirming a Plan, the Debtor having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code. The Debtor shall not propose or support any Plan that is not conditioned upon the payment in full in cash of all of the Obligations on or prior to the earlier to occur of (i) the effective date of such Plan and (ii) the Termination Date. This Court shall retain jurisdiction, notwithstanding any dismissal of this case, for the purpose of enforcing the DIP Liens and the DIP Superpriority Claim.

19. Modifications. The Debtor is authorized to do and perform all acts which may be reasonably required or necessary for the Debtor's performance under the DIP Facility

and this Order, including, without limitation, the modification or amendment of the DIP Loan Agreement or any other DIP Loan Documents with the consent of the DIP Lender without further order of this Court, in each case, in such form as the Debtor and the DIP Lender may agree (except for any modification or amendment to shorten the maturity of Advances made under the DIP Loan Agreement or increase the rate of interest or fees payable thereunder); *provided, however*, that notice of any material modification or amendment shall be provided to the Committee and the U.S. Trustee, each of which will have five (5) days from the date of such notice within which to object in writing; *provided further, however*, that if such objection is timely provided, then such modification or amendment shall be permitted only pursuant to an order of the Court. The Debtor waives any right to seek any modification or extension of this Order without the prior written consent of the DIP Lender, and no such consent may be implied by any action, inaction or acquiescence of the DIP Lender.

18. Insurance Policies. Effective as of entry of this Order, the DIP Lender shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payees on each insurance policy maintained by the Debtor which in any way relates to the Collateral.

19. Subsequent Reversal. The DIP Loan Agreement was negotiated in good faith and at arms' length between the Debtor and the DIP Lender, and DIP Lender is fully entitled to protection under section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Order or the DIP Loan Documents are hereafter modified, vacated, amended, or stayed by subsequent order of this Court or any other court without the consent of the DIP Lender: (i) such modification, vacatur, amendment, or stay shall not affect the validity of any obligation of the Debtor to the DIP Lender that is or was incurred prior to the effective date of

such modification, vacatur, amendment, or stay (the “Effective Date”), or the validity, enforceability or priority of the DIP Superpriority Claim or DIP Liens authorized or created by this Order and the DIP Loan Documents; and (ii) the Obligations pursuant to this Order and the DIP Loan Documents arising prior to the Effective Date shall be governed in all respects by the original provisions of this Order and the DIP Loan Documents, and the validity of any such credit extended or lien, claim or security interest granted pursuant to this Order and the DIP Loan Documents is and shall be protected by section 364(e) of the Bankruptcy Code. Because any Advances made pursuant to the DIP Loan Agreement will be made in reliance on this Order, the obligations owed to the DIP Lender prior to the effective date of any stay, modification or vacation of this Order shall not, as a result of any subsequent order in this case or in any Successor Case, be subordinated, lose their lien priority or superpriority administrative expense claim status, or be deprived of the benefit of the status of the liens and claims granted to the DIP Lender under this Order and/or the DIP Loan Agreement.

22. Additional Collateral Rights. As long as the Obligations have not been irrevocably paid in full in cash: (i) there shall not be entered in this case or any Successor Case any order which authorizes relief from the automatic stay permitting anyone other than the DIP Lender to realize upon any portion of the Collateral; and (ii) without limiting any of the foregoing, if the Debtor, its successor, estate, trustee or other authorized representative shall obtain credit or incur debt pursuant to sections 364 (b) 364(c) or 364(d) of the Bankruptcy Code in violation of the DIP Loan Agreement, then all of the cash proceeds derived from such credit or debt shall immediately be applied to reduce the Obligations owed to the DIP Lender, until all Obligations have been irrevocably paid in full in cash. Nothing contained herein shall prejudice, impair, or otherwise affect the DIP Lender’s right to seek any other or supplemental relief in

respect of its rights arising out of the DIP Loan Agreement, or to suspend or terminate the making of any Advances to the Debtor under the DIP Loan Agreement.

23. No Third Party Rights. Except as explicitly provided for herein, this Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

24. Findings of Fact and Conclusions of Law. This Order constitutes findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable immediately upon the entry thereof. Any applicable stay, including, without limitation, under Bankruptcy Rule 6004(h), is hereby waived and shall not apply to this Order.

25. Retention of Jurisdiction. This Court has and will retain jurisdiction to enforce this Order and the DIP Loan Documents according to their terms. This retention of jurisdiction includes without limitation jurisdiction over proceedings initiated by DIP Lender or the Debtor's estate to foreclose on or sell the Collateral, either in whole or in part, pursuant to Section 363 of the Bankruptcy Code or otherwise, in order to satisfy or reduce the Obligations.

26. Controlling Effect of Order. To the extent any provision of this Order conflicts with any provision of the Motion, the provisions of this Order shall control.

27. Adequate Notice. Notice of the Hearing and the relief requested in the Motion has been provided by the Debtor to the Committee, the U.S. Trustee, and as set forth in the Certificate of Service filed with respect to the Motion. The notice given by the Debtor of the Motion and the Hearing was given in accordance with the applicable Bankruptcy Rules, was due and sufficient and no other or further notice of the Motion was necessary or required. Within

three (3) business days after the Court's entry of this Order, the Debtor shall mail copies of this Order to the Notice Parties.

SO ORDERED, ADJUDGED, DECREED AND STIPULATED, this ____ day of _____ 2009 at Jacksonville, Florida.

JERRY A. FUNK
United States Bankruptcy Judge

[CONTINUED ON NEXT PAGE]

Prepared and presented by:

TROUTMAN SANDERS LLP

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Special Counsel for Debtor

EXHIBIT “D”

Budget

Cash Collateral Budget

\$ in 000s (unless otherwise noted)

Period Number: Week Ending:														
Period Ending														
Total 13 Wks. Period Ending 1-Jan-10														
Actual	Preliminary	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
1	2	3	4	5	6	7	8	9	10	11	12	13	13	13
9-Oct-09	16-Oct-09	23-Oct-09	30-Oct-09	6-Nov-09	13-Nov-09	20-Nov-09	27-Nov-09	4-Dec-09	11-Dec-09	18-Dec-09	25-Dec-09	1-Jan-10	1-Jan-10	1-Jan-10
RECEIPTS														
Servicing Related:														
\$ -	\$ -	\$ 2,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,257
-	2,295	398	320	212	203	90	59	68	-	332	498	348	4,823	4,823
633	143	327	202	152	152	152	152	152	152	152	152	152	2,673	2,673
\$ 633	\$ 2,438	\$ 2,983	\$ 522	\$ 364	\$ 355	\$ 242	\$ 211	\$ 220	\$ 152	\$ 484	\$ 650	\$ 500	\$ 9,763	\$ 9,763
Non-Servicing Related:														
\$ -	\$ -	\$ -	\$ -	\$ 393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 393
-	-	-	-	393	-	-	-	-	-	-	-	-	-	393
\$ -	\$ -	\$ -	\$ -	\$ 393	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 393
-	-	-	-	393	-	-	-	-	-	-	-	-	-	393
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
-	-	-	-	-	500	-	-	-	-	-	-	-	-	500
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
-	-	-	-	-	500	-	-	-	-	-	-	-	-	500
\$ 633	\$ 2,438	\$ 2,983	\$ 522	\$ 757	\$ 855	\$ 242	\$ 211	\$ 220	\$ 152	\$ 484	\$ 650	\$ 500	\$ 10,548	\$ 10,548
TOTAL RECEIPTS														
DISBURSEMENTS														
Operating Expenses:														
Total Payroll & Related Expenses ⁶														
\$ 730	\$ 396	\$ 350	\$ 410	\$ 600	\$ 340	\$ 320	\$ 340	\$ 610	\$ 340	\$ 320	\$ 380	\$ 570	\$ 5,705	\$ 5,705
262	189	250	250	250	250	250	250	250	250	250	250	250	3,201	3,201
-	76	112	112	100	-	-	-	-	-	-	-	-	400	400
\$ 992	\$ 660	\$ 712	\$ 772	\$ 950	\$ 590	\$ 570	\$ 590	\$ 860	\$ 590	\$ 570	\$ 661	\$ 820	\$ 9,337	\$ 9,337
-	-	-	-	-	-	-	-	-	-	-	31	-	31	31
Subtotal Payroll Expenses														
Other Operating Expenses														
\$ -	\$ -	\$ -	\$ -	\$ 213	\$ -	\$ -	\$ -	\$ 213	\$ -	\$ -	\$ -	\$ -	\$ 427	\$ 427
1	23	131	10	82	20	50	57	20	-	72	55	22	544	544
0	8	12	-	8	10	-	12	-	-	8	12	-	59	59
-	-	10	-	10	-	-	10	-	10	-	10	-	50	50
42	-	500	500	59	-	-	59	-	-	-	59	-	737	737
25	30	18	-	-	-	25	-	-	-	-	-	-	80	80
-	74	150	150	150	300	150	150	150	150	150	150	150	1,874	1,874
-	167	150	150	3,542	296	393	32	918	459	86	198	578	6,869	6,869
17	1	15	-	15	15	15	-	288	15	15	15	15	1,254	1,254
Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other
\$ 85	\$ 303	\$ 336	\$ 675	\$ 4,886	\$ 649	\$ 633	\$ 335	\$ 1,605	\$ 634	\$ 332	\$ 498	\$ 906	\$ 11,876	\$ 11,876
Subtotal Other Operating Expenses														
Total Operating Expenses														
\$ 1,077	\$ 963	\$ 1,048	\$ 1,447	\$ 5,836	\$ 1,239	\$ 1,203	\$ 925	\$ 2,465	\$ 1,224	\$ 902	\$ 1,160	\$ 1,726	\$ 21,213	\$ 21,213
Bankruptcy Related Fees/Expenses ⁸														
-	-	-	-	\$ 280	-	-	-	\$ 480	-	-	-	\$ 480	\$ 1,240	\$ 1,240
-	-	-	-	\$ 750	-	-	-	-	-	-	-	-	200	200
-	-	-	-	200	-	-	-	-	-	-	-	-	282	282
-	-	-	-	-	-	-	-	282	-	-	-	-	846	846
-	-	-	-	50	-	-	-	50	-	-	-	50	150	150
25	-	-	-	50	-	-	-	50	-	-	-	50	175	175
Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent	Claims Agent
Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other
\$ 25	\$ -	\$ -	\$ -	\$ 712	\$ -	\$ -	\$ -	\$ 1,112	\$ -	\$ -	\$ -	\$ 1,112	\$ 2,961	\$ 2,961
Subtotal Bankruptcy Fees/Expenses														
DIP Financing														
-	-	-	-	\$ 750	-	-	-	-	-	-	-	-	\$ 750	\$ 750
-	-	-	-	200	-	-	-	-	-	-	-	-	200	200
-	-	-	-	-	-	-	-	-	-	-	-	-	30	30
-	-	-	-	-	-	-	-	-	-	-	-	-	980	980
\$ 1,102	\$ 963	\$ 1,048	\$ 1,447	\$ 7,498	\$ 1,239	\$ 1,203	\$ 925	\$ 3,577	\$ 1,224	\$ 902	\$ 1,160	\$ 2,868	\$ 25,154	\$ 25,154
TOTAL DISBURSEMENTS														
Total Net Cash Flow														
Cash Balance														
Beginning Cash Balance ¹⁰														
\$ 12,668	\$ 12,199	\$ 13,674	\$ 15,609	\$ 14,684	\$ 7,943	\$ 7,560	\$ 6,598	\$ 5,885	\$ 2,528	\$ 2,500	\$ 2,500	\$ 2,500	\$ 12,668	\$ 12,668
Ending Cash Balance														
\$ 12,199	\$ 13,674	\$ 15,609	\$ 14,684	\$ 7,943	\$ 7,560	\$ 6,598	\$ 5,885	\$ 2,528	\$ 1,456	\$ 2,082	\$ 1,980	\$ 132	\$ 1,400	\$ 1,400
DIP Borrowings/Repayments														
-	-	-	-	-	-	-	-	-	\$ 1,044	\$ 418	\$ 510	\$ 2,368	\$ 4,340	\$ 4,340
DIP Borrowings														
-	-	\$ 13,674	\$ 15,609	\$ 14,684	\$ 7,943	\$ 7,560	\$ 6,598	\$ 5,885	\$ 2,528	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
DIP (Repayments)														
Revised Ending Cash Balance														
\$ 12,668	\$ 12,199	\$ 13,674	\$ 15,609	\$ 14,684	\$ 7,943	\$ 7,560	\$ 6,598	\$ 5,885	\$ 2,528	\$ 2,500	\$ 2,500	\$ 2,500	\$ 12,668	\$ 12,668
Ending Cash Balance														

Taylor, Bean & Whitaker Mortgage Corporation ("TBW", or "the Company")
Footnotes to Cash Collateral Budget

Footnotes:

1. In the ordinary course, the Debtor pays for insurance when a borrower is unwilling or unable to obtain or pay for hazard insurance to protect the value of the underlying property collateralizing a mortgage. TBW has received and deposited into its Regions Refund account insurance refund checks associated with loans that have been paid-off. Such checks represent refunds of insurance previously funded by TBW which are not owed to either investors or borrowers. The total amount of refunds deposited and identified during the budget period that belong to TBW represent \$2.257 MM and such amounts are reflected in week-ending 10/23.
2. In the ordinary course the Debtor continues to dispose of REO consistent with ordinary past practice. The Debtor is entitled to retain REO sale proceeds from liquidation of REO properties owned by TBW that are not held for the benefit of 3rd parties ("TBW REO"). In addition, the Debtor is entitled to recoupment on a loan level basis (i.e., property level basis) of prior advances made by TBW on behalf of investors or 3rd parties (i.e., P&I, T&I, and corporate advances (e.g., foreclosure costs, etc.)) related to non-TBW REO. The \$2.295 MM amount in week-ending 10/16 reflects the recoupment of TBW REO sale proceeds and the reimbursement of REO advances computed on a loan level basis for non-TBW REO as approved at the 10/8 court hearing. Any remaining net REO proceeds related to non-TBW REO remaining after recoupment of such advances will remain in the Wachovia and Regions REO proceeds account pending completion of the global reconciliation contemplated by the FDIC Stipulation.
 In addition to the proceeds that have been deposited to date, the Debtor has conservatively projected an additional \$1.957 MM of TBW REO proceeds and \$0.571 MM of non-TBW REO advance recoveries over the remaining forecast period. Weeks 10/23/2009 to 11/13/2009 represent REO opportunities that are currently under contract and represent approximately 69% of TBW's aggregate identified opportunities (under contract or in the pipeline). Weeks 12/18/2009 to 1/1/2010 represent TBW's estimated REO opportunities and are not tied to specific loans. TBW reserves all rights with respect to ownership of REO.
3. Reimbursement of Servicing expenses from Ginnie Mae, Freddie Mac, Wells Fargo and Bayview. During this period, reimbursements from Ginnie Mae are projected to be \$0.367 MM (\$0.147 MM on week-ending 10/23 are catch-up payments from the last 5 weeks), Freddie Mac \$0.806 MM, Wells Fargo \$1.100 MM (\$100k/week for 11 weeks), and Bayview \$0.400 MM (\$0.600 MM previously received to date).
4. \$0.393 MM is expected to be received by week-ending 11/6 from RBC in exchange for detail on 5 loans owned by RBC (\$0.393 MM previously received on October 2).
5. There is a fleet of vehicles that the Debtor believes can be liquidated by middle of October. The \$0.500 MM reflects Debtors' estimate based on current blue book value as well as bid received by third parties (\$0.500 MM is approximately 70% of preliminary third party bids received as of WE 10-16). Such amount is subject to change based on continuing review. Proceeds of this amount will be retained by the estate per the approval of the Non-Essential Assets Motion.
6. Total Payroll & related expenses includes TBW Corporate and Servicing employees, NCA CRO and support personnel, and directors' fees. Notwithstanding anything contained in the Budget to the contrary, Navigant shall be entitled to payment on a weekly basis of any and all amounts owing pursuant to the Agreement in accordance with the terms of the Interim Order Approving Debtor's Emergency Application for Approval of Agreement with Navigant Capital Advisors, LLC to Provide the Services of Neil F. Luria as Chief Restructuring Officer and Other Support Personnel. As such, Total payroll & related expense during the forecast period is projected to be \$5,705 MM, of which \$1.0 MM relates to NCA CRO fees (\$250k/month), NCA Support Staff \$2.636 MM (\$200k/week), and \$0.168 MM for Directors fees (\$40k/mo). In addition, \$3,201 MM has been projected during the period for NCA support staff fees related to the global reconciliation, which assumes approximately \$200k-\$250k/week for such process. (Such amount is subject change based on complexities inherent in such reconciliation). Also, \$0.400 MM (\$0.100 MM/wk for 4 weeks) has been projected for NCA fees related to regional office closures and document retention.
 Also pursuant to the Agreement in accordance with the terms of the Interim Order Approving Debtor's Emergency Application for Approval of Agreement with Navigant Capital Advisors, NCA will receive a deferred restructuring fee of \$31k based upon a 100 basis points on each of the Bayview and Wells Fargo servicing reimbursements as well as 25 basis points for the recovery on REO proceeds and advances. The historical and projected recoveries by 12/25 for Bayview are estimated to be \$1.0 MM (\$10k in deferred fees), \$1.0 MM for Wells Fargo by 12/25 (\$10k in deferred fees), and \$4.475 MM for REO proceeds and advances recovered by 12/25 (\$11k in deferred fees). In addition, NCA will receive 25 basis points from proceeds of a REO bulk sale, which amount is not included, however, such calculated amount will be deemed to be incorporated by reference into the Budget in the event the REO bulk sale closes during the budget period.
7. Assumes the payment of the REO T&I advances with all outstanding past due tax and insurance premiums to be paid on week-ending 11/6 and upon applicable due dates thereafter. During the forecast period, the Debtor estimates \$6.669 MM of REO T&I advances to be paid. TBW conditions payment of REO T&I advances on ability to recover such advances from REO sale proceeds.
8. Assumes the payment of \$1.254 MM for Successor Servicing on TBW whole loans. This figure includes \$300k in November advance funding of T&I account, \$75k for corporate advances, \$119k for monthly servicing fees, and \$760k for monthly T&I payments to be funded in part from any borrower funds currently on deposit at Regions related to TBW owned loans and from subsequent borrower payments received related to such TBW owned loans.
9. Bankruptcy related professionals will be paid 80% of fees and 100% of expenses on a monthly basis with the remaining 20% of fees to be paid upon approval of the bankruptcy court. Amounts are preliminary estimates not subject to a cap. The Debtor and UCC professionals are collaborating in order to reduce costs to the estate. Amount in the Cash Collateral Budget does not reflect accrued and un-paid amounts and is subject to the fee application process. All professional fees and NCA fees paid or accrued that relate to bulk REO sale will be deducted from net cash proceeds of any such sale and segregated to pay such amounts when due and to otherwise reimburse the Debtor for the cost of the bulk REO sales process.
10. Beginning cash balance represents identifiable operating cash per management and does not include any amounts associated with borrower payments received and funded into Debtor's accounts since the freezing of the Debtor's accounts at Colonial Bank. The Debtor reserves the right to offset against said amounts not included in Beginning and Ending Cash Balances to recover servicing advances to which the Debtor is entitled. In addition, the Debtor will borrow upon the DIP facility in order to ensure a weekly minimum cash balance of \$2.5 MM.
11. Represents an ending cash balance prior to any DIP borrowings