F L E D

JACKSONVILLE, FLORIDA

MAY 2 2 2012

May 19, 2012

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

Clerk of the United States Bankrupt'cy Court Bryan Simpson United States Courthouse 300 North Hogan St. Suite 3-350 Jacksonville, FL 32202

RE: Taylor, Bean & Whitaker Mortgage Corp.

Case 3:09-bk-07047-JAF

To Whom It May Concern:

In regards to the Thirty-Seventh Omnibus Objection to Claims (TB&W Class 9 Claim Objections), this is my response.

As originally stated on June 11, 2010, we had eight bona fide loans locked in with TB&W. At the time TB&W ceased operations, five of these were in process, one had a closing scheduled and two were fully closed and waiting for the funds to be dispersed.

I'm confused as to how Mr. Neil F. Luria ("Plan Trustee") can imply that our claim is overstated. Again, back in 2010, we provided copies of all eight lock-in agreements from TB&W, eight Approve/Eligible Underwriting Findings from Fannie Mae, eight Customer Agency and Fee Agreements, Settlement Statements for loans that got that far, and more. All of this along with my Breakdown of Commissions Lost clearly proves each of these eight loans were viable loans that would have closed if TB&W had stayed in business. First Investors Mortgage Company clearly lost \$20,093.18 in revenues.

Since I am also confused as to how the Plan Trustee arrived at \$15,211.12 in overstated claims, I am enclosing the same documentation again, for each of the eight loans. Please note that these and any commissions the Plan Trustee is referring to are revenues that we needed to cover our business expenses. For example, overhead, licensing, labor, utilities, etc. This was not any type of bonus income we lost. We lost our income needed to survive.

While reviewing this documentation again, please remember that after these loans were locked in with TB&W, the market worsened and it was impossible to obtain the same rates elsewhere. If TB&W were honest we may have been able to find different lenders before the market worsened.

### Case 3:09-bk-07047-JAF Doc 5347 Filed 05/22/12 Page 2 of 46

The Courts time and effort on this case is greatly appreciated. Thank you very much in advance for your consideration. If you need any further documentation, please do not hesitate to contact me.

Very Truly yours,

Pamela J. Infante

First Investors Mortgage Co.

391 Center St.

Manchester, CT 06040

**Enclosures** 

cc: Alisa Paige Mason, Esq.

Berger Singerman LLP

1450 Brickell Avenue

Suite 1900

Miami, FL 33131

Case 3:09-bk-07047-IAF	PRC	OF C	FCLAIN	Internal ID: s	of 46 3700
	Case Nu	mber:		7	
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.	3:09	-bk-070	47-JAF		
NOTE: This form should not be used to make a claim for an administrative experafter the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.	/e	anyone els claim relati copy of sta	box if you are aware to the has filed a proof of ing to your claim. Attact ternent giving particula	zh	
Name of Creditor and Address: the person or other entity to whom the person of	AI	wes money widle in chan ONVILLE, F	ILLU		
	183698400; JUI			K. a. baya s	already filed a proof of claim with the
	SAIDINE	DISTRICT (	PTCY COURT OF FLORIDA	Bankruptcy Co	urt or BMC, you do not need to file again.
Creditor Telephone Number 860 647 - 9992	address is	s where N	lotice is to be sen	t. THIS SPA	CE IS FOR COURT USE ONLY
Name and address where payment should be sent (if different from all	bove):	Chec	k this box if you are r or trustee in this	Check this claim ame	box to indicate that this nds a previously filed claim. nber (if known):
		4		Filed on:	
Payment Telephone Number ( )  1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 70.00		<u>!</u>			
If all or part of your claim is secured, complete item 4 below; however, if all lf all or part of your claim is entitled to priority, complete item 5.					i as abases
Check this box if claim includes interest or other charges in addition to the		rount of cla	im. Attach itemized	DIGITS OF ANY	NUMBER BY WHICH CREDITOR
2. BASIS FOR CLAIM:	#2 and #	3a on	IDENTIFIES DE	BTOR:	
Commissions Last	reverse :	side.)	3a. Debtor may l	nave scheduled acco	ount as:
Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information	ecured Clai	m Amount:	\$		<u>DO NOT</u> include the priority portion of your claim here.  me case filed included in secured claim,
Real Estate Motor Vehicle Other  Value of Property: \$ Annual Interest Rate	- :	% if any:			Basis for Perfection:
5. PRIORITY CLAIM					
Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.	Priority Clair	m Amount:	\$ ZD,09	3-18	Include <u>QNLY</u> the priority portion of your unsecured claim here.
You MUST specify the priority of the claim:  Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		Up to \$2	2,425* of deposits to	oward purchase, lea	se, or rental of property or -11 U.S.C. § 507(a)(7).
Wages, salaries, or commissions (up to \$10,950*), earned within 180 days					- 11 U.S.C. § 507(a)(7). - 11 U.S.C. § 507(a)(8).
before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).  Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( ).					
Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  * Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.					
6. CREDITS: The amount of all payments on this claim has been cred. 7. SUPPORTING DOCUMENTS: <u>Attach redacted copies of suppositatements</u> of running accounts, contracts, court judgments, mortga evidence of perfection of a security interest. (See definition of "redain DATE-STAMPED COPY To receive an acknowledgment of the	rting docum iges, and s cted" on re filing of yo	<i>ments.</i> security a everse sid	uch as promissor greements. You r le.) If	y notes, purchase may also attach a the documents are r D NOT SEND ORIGI	summary. Attach redacted copies of not available, please explain. NAL DOCUMENTS. ATTACHED
enclose a stamped, self-addressed envelope and copy of this proof  The original of this completed proof of claim form must be sent by n	nail, hand,	courier o	r overnight delive	ry (facsimile,	THIS SPACE FOR COURT USE ONLY
telecopy or other electronic means NOT accepted), so that it is actu Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar	r Date Not	ice).			
BMC Group, Inc.  Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020  BMC Group, Inc. B Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing	MC Group.	Inc. Bean & Wh Drive East		livery to: orp. Claim Processir	T, B & W Mortgage Corp.
DATE SIGNATURE: The person filing this claim mus and state address and telephor	st sign it. Signe number it	gn and prin f different fi	t name and title, if a rom the notice addr	eny, of the creditor of ess above. Attach co	r other person authorized to file this claim opy of power of attorney, if any.
6-11-7010 Hamba J. Infant	LE 1 H	amel	a J. II	ntante, 1	tactner
Penalty for presenting fraudulent claim is a fine of up to \$50,000 or imprisonme	nt for up to	5 y <b>ears,</b> or	poth. 18 U.S.C. §§	152 AND 3571.	

## FIRST INVESTORS

### MORTGAGE COMPANY

391 CENTER STREET \* MANCHESTER, CT 06040 \* PH.(860)647-9992 FAX (860)647-7499

June 11, 2010

United States Bankruptcy Court Middle District of Florida Jacksonville Division

RE: Case Number: 3:09-bk-0747-JAF

To Whom It May Concern:

In regards to our claim against Taylor, Bean & Whitaker Mortgage Corp. (TBW), please note the following:

We had eight loans locked with TBW. At the time TBW ceased operations, five of these loans were in process, one had a closing scheduled and two were actually closed and waiting for funds to be dispersed. Since each of these eight loans were registered and locked with TBW, the market got worse and we could not get our customers anything close to the rates we had them locked at. Upon telling the customers TBW closed and we could not get the same low rates, they lost their faith in First Investors. Not only did we lose over \$20,000 in actual commissions; we also lost future business.

Attached you will find a breakdown of commissions lost for each loan, a copy of Taylor, Bean & Whitaker's Lock-In Confirmation, our Customer Agency and Fee Agreement, a copy of Page 1 of the Fannie Mae DU Findings to verify we had viable loans and HUD-1 Forms if applicable.

Your time and effort is greatly appreciated. If you need any further documentation, please do not hesitate to contact me. Thank you.

Very truly yours,

First Investors Mortgage Co.

391 Center St.

Manchester, CT 06040

### **BREAKDOWN OF COMMISSIONS LOST**

**BEGIN, RACHEL** 

22 Preston Dr., Manchester, CT 06040

Points due from borrower: 2.00% \$4,260.00 Less points due to TBW: 1.54% 3,280.20 Processing Fee due FIMCO: 325.00

Net Loss \$1,304.80

**BONANNO, RICHARD** 

73 Cliffwood Dr., South Windsor, CT 06074

Points due from borrower: 2.00% \$6,300.00 Less points due to TBW: .538% 1,743.12 Processing Fee due FIMCO: 325.00

Net Loss \$4,881.88

BRUDER, ARTHUR

37 St. James St., Manchester, CT 06040

Points due from borrower: 2.00% \$1,600.00 Less points due to TBW: 1.41% 1,128.00 Processing Fee due FIMCO: 325.00

Net Loss \$ 797.00

COBB, GLENN

5 Quarter Horse Dr., Ellington, CT 06029

Points due from borrower: 0.00% \$ 0.00 Plus points due from TBW: 1.426% 3,850.20 Processing Fee due FIMCO: 325.00

Net Loss \$4,175.20

Net Loss

COUTURE, ALBERT 35 Brookside Village, Enfield, CT 06082

Points due from borrower: Less Points due to TBW: Processing Fee due FIMCO:	2.00% 1.11%	\$2,540.00 1,409.70 325.00
Net Loss		\$1,455.30
GORMAN, KEVIN M. 62 Lohse Rd., Willington, CT 06	6279	
Points due from borrower: Less Points due to TBW: Processing Fee due FIMCO:	2.00% .54%	\$2,180.00 588.60 325.00
Net Loss		\$1,916.40
REUSS, RALPH E. 73 Hazelmere Rd., New Britain,	CT 06053	
Points due from borrower: Plus points due from TBW: Processing Fee Due FIMCO:	2.00% 1.803%	\$1,800.00 1,622.70 325.00
Net Loss		\$3,747.70
WILSON, EILEEN H. 36 Colgate Dr., Manchester, CT	06040	
Points due from borrower: Less points due to TBW: Processing Fee due FIMCO:	2.00% .69%	\$3,860.00 1,331.70 325.00

\$2,853.30

Mr. Alan Cicchetti from the Connecticut Department of Banking was able to help us find a company to place two of our loans. This company is:

Covenant Mortgage LLC, 235 Littleton Rd., Westford, MA 01886

Covenant Mortgage LLC closed two of our loans (Begin and Bruder) and sent us a check for \$1,038.40 for referral fees, a copy of which is enclosed. I have also enclosed copies of Assignment of Mortgage Application forms signed by each of these borrowers. Please note that these funds were taken into consideration when calculating our total loss of commissions.

**TOTAL COMMISSIONS LOST: \$20,093.18** 

6/25/2009 12:57:10 PM



### Taylor, Bean & Whitaker PIPELINE LOAN LOCK-IN CONFIRMATION

Please note: Loan is subject to repricing if loan detail submitted during lock process does not match actual loan parameters.

**Application Number:** 

3407210

Correspondent:

110177

**Document Number:** 

120

Borrower Information: RACHEL BEGIN

**Property Address:** 

22 PRESTON DRIVE MANCHESTER CT, 06040

**Property County:** 

HARTFORD

Date of Registration: 5/28/2009

Lock Date: 5/28/2009

Expiration Date: 7/2/2009

1:35:29 PM

Loan Type:

(1015)Conv 15

Term:

180 (months)

Loan Amount:

\$ 150,000.00

**Appraisal Amount:** 

\$ 213,000.00

Interest Rate:

4.250 %

L.T.V:

70.42 %

Pre Feature Price: 98.625

Post Feature Price:

98.465

Loan Purpose:

Refinance - Change in

Occupancy Status:

PRIMARY

**Property Status:** 

Rate/Term-No Cash Out

**Property Type:** 

Single Family Residence

Doc Type:

**Existing** Full Doc

FICO:

720

**CLTV:** 

70.423

**Buy Down:** 

N

DTI:

44

Insured:

N

Interest Only:

N

**MARGIN** 0.000

MERS MIN# 100029500034072102

Price Disclosure:

CT = -0.16

Customer Agency and Fee Agreement

## FIRST INVESTORS

### MORTGAGE COMPANY

Mortgage Applicants:
Subject Property Address:

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

The state of the s	
You have advised me that you are authorized and prepared to provide me assistance in securing home financing. I understand the your services may include, but are not limited to counseling on available home financing products, counseling on our debt service and financing capability, assistance in completing loan applications, additional assistance in processing the loan application and meeting any conditions of loan commitment. I acknowledge that you cannot commit any lender to provide financing or otherwise on my behalf and that your services are purely advisory and administrative in nature.	ce
During the normal processing of a mortgage application certain services may have to be provided to successfully complete the mortgage application process. These services are additional services not covered under First Investors Mortgage Company's norm processing services. These services are purely elective, but if the services are utilized the following fees will be applied (a writter request must be received).	nal n
1). Update of credit information - a \$10.00 fee will be charged for each creditor account that has to be updated including collection charge offs, duplications and judgements. This fee will be collected at the time of the request for a credit report update. This fee is refundable. Note: This credit update affects only the mortgage application credit report.  2). Re-lock of rate with another lender at the discretion of First Investors Mortgage Company - a \$100 fee will be charged to lock new rate with a different mortgage lender. This fee will be collected at the time of the new lock in. This fee is non refundable.  3). Withdraw an approved application to submit to a new lender at the discretion of First Investors Mortgage Company - a fee of control (0.25%) will be collected at the time of the request. This fee is non refundable.  As compensation for your services I understand and agree that at the time of either application I will pay directly to First Investors Mortgage Company the amount of \$100.000 fee will be updated including collection at the time of either account that has to be updated including collection at the time of the request.  This commitment fee is the time of the request.  This commitment fee is the time of the amount of \$100.000 fee will be updated including collection at the time of the request.  This commitment fee is the time of the request.	s non
This commitment fee is applicable to the points and or broker fees as itemized on your Good Faith Estimate and will be credited to your closing costs at the time of closing. Upon receipt of the commitment fee, a commitment letter will be issued  This commitment fee is non refundable except as follows:. This fee will be rebated to you within thirty days of receipt of a written request if your mortgage refinance or purchase has been canceled for any of the following reasons: mortgage denial after	
commitment or seller cancellation of the purchase.  I understand that, under applicable federal law, the above fee will be considered part of the cost of obtaining home financing and h been disclosed to me. First Investors Mortgage Company may, if required by the lender, forward a copy of the agreement to any lender to whom I have applied for a loan.	ıas
I would like thengage you as my agent for the purpose of advising me about home financing and to provide the services described above.  Signature of Mortgage Professional  A2709  Date	
Signature of Loan Applicant	

### **Preliminary Underwriting Findings**

### SUMMARY

Preliminary Approve/Eligible

Recommendation Primary Borrower

Rachel D Begin

Lender Loan Number Unassigned Casefile ID 966634228
Underwriting Run Date Jun 11 2009 05:16:29PM Submitted By p2869pji

Mortgage Information

4.250% **Note Rate** LTV/CLTV 71.000% / 71.000% Conventional 25.510% Loan Type **Housing Expense Ratio** 180 Loan Term 50.024% **Total Expense Ratio Amortization Type** Fixed Rate \$150000.00 **Total Loan Amount** Loan Purpose Refinance \$0.00 Sales Price Cash-Out Refi Purpose \$213000.00 Appraised Value

**Property Information** 

Address 22 Preston Dr. Property Type Detached

Manchester, CT 06040

### SPECIAL NOTICE

- 1 This report was created through the Preliminary Findings feature in Desktop Originator (DO) and is provided for informational purposes only.
- To complete the processing of this loan, you must submit it to a DO sponsoring lender. The loan is not eligible for the Fannie Mae limited waiver of representations and warranties (as described in the Guide to Underwriting with Desktop Underwriter) until it is submitted to a sponsoring lender.
- 3 Depending on the underwriting rules and requirements of your sponsoring lender, the recommendation and findings may change upon submission.

#### **PRELIMINARY RISK - ELIGIBILITY**

- 4 The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.
- 5 This loan casefile appears to meet Fannie Mae's eligibility requirements.
- 6 This recommendation is valid up to a note rate of 5.250 percent.
- This loan casefile has been underwritten as a cash-out refinance. Confirm that the subject property has been owned by the borrower(s) for at least six months prior to the date of the loan application, and that the property is not currently listed for sale. If the subject property has not been owned for at least six months or the property is listed for sale, the loan is ineligible for delivery to Fannie Mae. If the property has been listed for sale in the six months prior to the date of the loan application, the LTV/CLTV/HCLTV for this cash-out refinance would be limited to 70 percent (65 percent for manufactured housing), otherwise the loan casefile may be updated and resubmitted as a limited cash-out refinance.



### Taylor, Bean & Whitaker

### CHANGE LOCK REQUEST

Confirmation Code: 101E5F11B2DE3855D1588

Request Date: 7/30/2009 10:38:05 PM

Loan Number: 3364985

Borrower Information: RICHARD BONANNO

Property Address: 73CLIFFWOOD DRIVE

SOUTH WINDSOR, CT 06074

Lock-Date: 4/30/2009

Business Name: First Investors Mortgage Co., LLC

Contact Person: CARMINE PELLEGRINO

E-Mail: CARMONSTER@AOL.COM

**Phone:** 860-647-9992

Fax: 860-647-7499

Comments: Please change rate lock to reflect loan amount - \$324,000.00 as soon as

possible please. thank you!



### Taylor, Bean & Whitaker

### **EXTENSION REQUEST**

Request Date: 6/4/2009 2:02:08 PM

Loan Number: 3364985

Borrower Information: RICHARD BONANNO

Property Address: 73CLIFFWOOD DRIVE

SOUTH WINDSOR, CT 06074

Lock-Date: 4/30/2009

Business Name: First Investors Mortgage Co., LLC

Contact Person: CARMINE PELLEGRINO

E-Mail: CARMONSTER@AOL.COM

**Phone:** 860-647-9992

Fax: 860-647-7499

Extension: 30 Days (-0.5)

Comments: Please extend 30 days thk you

## FIRST INVESTORS

### MORTGAGE COMPANY

Date

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

Customer Agency and ree Agreement
Mortgage Applicants:   Subject Property Address:   3 CLIFFE DOUTH W. N. DEUR CO 028
You have advised me that you are authorized and prepared to provide me assistance in securing home financing. I understand that your services may include, but are not limited to counseling on available home financing products, counseling on our debt service and financing capability, assistance in completing loan applications, additional assistance in processing the loan application and meeting any conditions of loan commitment. I acknowledge that you cannot commit any lender to provide financing or otherwise a on my behalf and that your services are purely advisory and administrative in nature.
During the normal processing of a mortgage application certain services may have to be provided to successfully complete the mortgage application process. These services are additional services not covered under First Investors Mortgage Company's normal processing services. These services are purely elective, but if the services are utilized the following fees will be applied (a written request must be received).
1). Update of credit information - a \$10.00 fee will be charged for each creditor account that has to be updated including collections charge offs, duplications and judgements. This fee will be collected at the time of the request for a credit report update. This fee is negligible. Note: This credit update affects only the mortgage application credit report.  2). Re-lock of rate with another lender at the discretion of First Investors Mortgage Company - a \$100 fee will be charged to lock in new rate with a different mortgage lender. This fee will be collected at the time of the new lock in. This fee is non refundable.  3). Withdraw an approved application to submit to a new lender at the discretion of First Investors Mortgage Company - a fee of one quarter point (0.25%) will be collected at the time of the request. This fee is non refundable.
As compensation for your services I understand and agree that at the time of either community of closing of my mortgage application I will pay directly to First Investors Mortgage Company the amount of \$\frac{1}{2}\$. This commitment fee is applicable to the points and or broker fees as itemized on your Good Faith Estimate and will be credited to your closing costs at the time of closing. Upon receipt of the commitment fee, a commitment letter will be issued
This commitment fee is non refundable except as follows:. This fee will be rebated to you within thirty days of receipt of a written request if your mortgage refinance or purchase has been canceled for any of the following reasons: mortgage denial after commitment or seller cancellation of the purchase.
understand that, under applicable federal law, the above fee will be considered part of the cost of obtaining home financing and has been disclosed to me. First Investors Mortgage Company may, if required by the lender, forward a copy of the agreement to any ender to whom I have applied for a loan.
would like to engage you as my agent for the purpose of advising me about home financing and to provide the services described bove.
Signature of Mortgage Professional Signature of Loan Applicant
4/29/09 CPatrus M. Bonanno
Signature of Loan Applicant

### **DU Underwriting Findings**

	v
SUMMAR	

Recommendation Approve/Eligible
Primary Borrower Richard Bonanno Co-Borrower Patricia M Bonanno
Lender Loan Number Unassigned Casefile ID 965004494
Submission Date 06/09/2009 10:52AM Submitted By p2869pji

Mortgage Information

LTV/CLTV	65.00% / 65.00%	Note Rate	4.375%
Housing Expense Ratio	24.13%	Loan Type	Conventional
Total Expense Ratio	43.50%	Loan Term	180
Total Loan Amount	\$315000.00	Amortization Type	Fixed Rate
Sales Price	\$0.00	Loan Purpose	Refinance
Appraised Value	\$485000.00	Refi Purpose	Cash-Out

### **Property Information**

Address 73 Cliffwood Dr. Property Type Detached South Windsor, CT

06074

### RISK/ELIGIBILITY

- 1 The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.
- 2 This loan casefile appears to meet Fannie Mae's eligibility requirements.
- 3 This recommendation is valid up to a note rate of 5.375 percent.
- This loan casefile has been underwritten as a cash-out refinance. Confirm that the subject property has been owned by the borrower(s) for at least six months prior to the date of the loan application, and that the property is not currently listed for sale. If the subject property has not been owned for at least six months or the property is listed for sale, the loan is ineligible for delivery to Fannie Mae. If the property has been listed for sale in the six months prior to the date of the loan application, the LTV/CLTV/HCLTV for this cash-out refinance would be limited to 70 percent (65 percent for manufactured housing), otherwise the loan casefile may be updated and resubmitted as a limited cash-out refinance.

#### **FINDINGS**

5 The following risk factors represent strengths in the borrower's loan application: Combined Loan-to-Value Ratio Credit Profile

### **VERIFICATION MESSAGES/APPROVAL CONDITIONS**

- This loan is also subject to all other lender specified conditions and must comply with all applicable federal, state, and local laws and regulations.
- Based on the credit report obtained through Desktop Underwriter, this loan must close on or before 08/28/2009. All verification documents must be dated within 120 days of the closing date. For new construction, documents must be dated within 180 days of the closing date.

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			MB No. 2502-0265		
A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVE	LOPMENT	B. TYPE OF LOAN	<del></del>		
SETTLEMENT STATEMENT		1. FHA 2. FHMA 3.	CONV. UNINS.		
		4. VA 5 CONV. INS.			
		6. FILE NUMBER: 7. LOAN NUMB Bonanno09 3364985	ER		
		Bonanno09 3364985 8. MORTGAGE INS. CASE NO.:			
	-1				
C. NOTE: This form is furnished to give you a statement of acts marked "(p.o.c.)" were paid outside the closing; they	are shown here for info	mational nurposes and are not included in the totals.			
D. NAME & ADDRESS Richard Bonanno and P					
OF BORROWER: 73 Cliffwood Drive, Sou		4			
E. NAME & ADDRESS					
OF SELLER:					
F. NAME & ADDRESS Taylor, Bean & Whitake	er Mortgage Corp.				
OF LENDER: 1417 North Magnolia A	venuc, Ocala, FL 344	75			
G. PROPERTY LOCATION: 73 Cliffwood Drive, Son	uth Windsor, CT 0607	4			
H. SETTLEMENT AGENT: Moses And Hill					
PLACE OF SETTLEMENT: 357 East Center Street,	Manchester, C1 0604				
I. SETTLEMENT DATE: 8/04/2009		DISBURSEMENT DATE: 8/10/2009			
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction			
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:			
101. Contract sales price		401. Contract sales price			
102. Personal property	12.050.05	402. Personal property			
103. Settlement charges to borrower. (line 1400)	13,052.26	403. 404.			
104. Payoff To GMAC Mortgage Corporation  105. Payoff To Sovereign Bank	224,527.90 80,833.23	405.			
103. Fayori 10 Sovereigh Datik	80,055,25	4			
		•			
Adlustments For Items Paid By Seller In Advan	ce:	Adjustments For Items Paid By Seller In Adv	ance:		
106. City/town taxes to		406. City/town taxes to			
107. County taxes to		407. County taxes to			
108. Assessments to		408. Assessments to 409.			
109. 110.	<u> </u>	410.			
111.		411.			
112.		412.			
113.		413.			
114.		414.			
115.		415.			
116.		416.			
120. Gross Amount Due From Borrower:	318,413.39	420. Gross Amount Due To Seller:			
200. Amounts Paid By Or In Behalf Of Borrower:	,	500. Reductions In Amount Due To Seller:			
201. Deposit or earnest money		501. Excess deposit (see instructions)			
202. Principal amount of new loan(s)	324,000.00	502. Settlement charges to seller (line 1400) 503. Existing loan(s) taken subject to			
203. Existing loan(s) taken subject to 204.		504. Payoff 1st Mtg. Ln.			
205.		505. Payoff 2nd Mtg. Ln.			
206.		506.			
207.		507.			
208.		508.			
209.		509.			
			<del> </del>		
Adjustments For Items Unpaid By Seller:	***************************************	Adjustments For Items Unpaid By Seller:			
210. City/town taxes to		510. City/town taxes to			
211. County taxes to		511. County taxes to			
212. Assessments to		512. Assessments to			
213.	:	513.			
214.		514.			
215.		515.			
216. 217.	<del> </del>	516. 517.	<b> </b>		
218.		518.			
219.		519.			
220. Total Paid By/For	324,000.00	520. Total Reductions			
Borrower:	32.,000.00	In Amount Due Seller:			
300. Cash At Settlement From/To Burrower:	310 413 55	600. Cash At Settlement From/To Seller: 601. Gross amount due to seller (line 420)			
301. Gross amount due from borrower (line 120) 302. Less amount paid by/for borrower (line 220)	318,413.39 324,000.00		l		
			0,/		
303. Cash ( FROM) XTO) Borrower:	5,586.61	603. Cash (_TO) (_FROM) Seller:	0.00		

Previous Edition Is Obsolete Form No. 1581 3/86

SB-4-3538-000-1 HUD-1 (3-86) RESPA, HB 4305.2

### Case 3:09-bk-07047-JAF Doc 5347 Filed 05/22/12 Page 16 of 46

Based On Price \$	Scrow: Bonanno09 Paid From	Paid Fre
Division of Commission (line 700) As Follows:	Borrower's	Seller's
70) \$ to	Funds At	Funds
702. \$ 10	Settlement	At Settleme
703, Commission paid at settlement		Settleme
704.		
800. Items Payable In Connection With Loan:		
801, Loan Origination fee		
802. Loan Discount		
ANTI AND AND LICE TO.	6,300.00	<u> </u>
804. Credit report to:		
805. Lender's inspection fee	<del></del>	ļ
806. Mortgage insurance application fee to 807. Assumption fee		
808. Price Adjustment To: TBW by First Investors POC \$1.743.12		
222. Ophicalion FCC 10: First Investors Montages Co. 11 C no. 0		
11. 1ax Service Fee To: Taylor Rean & Whiteles Ad.	275.00	
As Additional Color levior Reen & Whiteles M.	73.00	
13. Wite/MERS Fee To: Taylor, Bean & Whitaker Mortgage Corp.  14.	525.00	
15.	22.50	
16.		
17.		
18.		<del></del>
(4)		
20.		
M. Francisco		
10. Hems Required By Lender To Be Paid In Advance:		
12 Manuary 28,8400/day (22 do	ys) 854,48	
3. Hazard insurance premium for mo, to	029.48	<del></del>
D. Dazard Insurance premium for 1 yrs. to Allstate POC \$1,007.00     Flood insurance premium for yrs. to		
5.		
6.		
00. Reserves Deposited With Lender:		
01. Hazard insurance Smooths @ 5		
02. Mortgage insurance 0 months @ \$	419.60	
Car thy property taxes 4 months & C		
Church property taxes 0 months @ \$ 0.00 per month	3,145,64	
Annual assessments 0 months @ \$ 0.00 per month	<del></del>	
v.uu ner month		
28. Aggregate Adjustment 0 months @ S 0.00 per month		
10)	(83,96)	
10. Title Charges		
1. Settlement or closing fee to Moses And Hill		
Abstract or title search to CT I and Title Search C	500.00	
Title examination to     Title insurance binder to	150.00	
5. Document preparation to		
6. Notary fees to		
7. Attorney's fees to		
(includes above item Numbers:		
Citia inggress ACT 5:		
8. Title insurance to CT First American Title Insurance Company		
(includes above item Numbers:	1	
Lender's coverage \$ 324,000.00 Premium: \$628.00	628.00	
. Owner's coverage \$	<del></del>	
To Muses And Hill \$376.80; To CT First American Title Insu \$251.20	<del> </del>	
Government Recording and Transfer Charges:		
Recording tees: Deed S 0.00 Mortage \$ 110.00	<del></del>	
City/county tax/stamps; Deed \$ 0.00	118.00	
State tax/Stamps: Deed S 0.00	<del>                                     </del>	
Mortgage \$ 0.00	+	
	<del>                                     </del>	
Additional Settlement Charges: Survey to	<del>                                     </del>	
Pest inspection to	T	
FedEx - Package/Two Pavoffs to Moves And IEE	<del>                                     </del>	
Two Release Tracking to SMS	55,00	
	70.00	
	4.44	
7.4.10	<del>                                     </del>	
Total Settlement Charge (Enter on line 103, Section J - and - line 502, Section K)	13.052.26	

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SELLER'S AND/OR BORROWER'S STATEMENT	Escrow:	Bonanno09	~
I have carefully reviewed the HUD-1 Settlement Statement and to the host of an I			

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers/Purchasers

Sellers

Richard Bonanno

Patricia M. Bonanno

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: 8-- 4 - - 7

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

6/16/2009 3:03:06 PM



## Taylor, Bean & Whitaker PIPELINE LOAN LOCK-IN CONFIRMATION

Please note: Loan is subject to repricing if loan detail submitted during lock process does not match actual loan parameters.

Application Number: 3416656

Correspondent: 110177

Document Number: 120

Borrower Information: arthur bruder

Property Address: 37 st james street MANCHESTER CT, 06040

Property County: TOLLAND

Date of Registration: 6/4/2009 Lock Date: 6/4/2009 Expiration Date: 7/4/2009

4:02:44 PM

Loan Type: (1030)Conv 30 Term: 360 (months)

Loan Amount: \$80,000.00 Appraisal Amount: \$218,000.00 Interest Page: 5,000 % L.T.V: 36.70 %

Interest Rate: 5.000 % L.T.V: 36.70 % Pre Feature Price: 98.755 Post Feature Price: 98.595

Loan Purpose: Refinance - Change in Occupancy Status: PRIMARY

Rate/Term-No Cash Out

Property Status: Existing Property Type: Single Family Residence

Doc Type: Full Doc FICO: 680
CLTV: 36.697 Buy Down: N

CLTV: 36.697 **Buy Down:** N

DTI: 30 **Insured:** N

Interest Only: N

MARGIN <u>0.000</u>

MERS MIN# 100029500034166565

Price Disclosure:

CT = -0.16

## FIRST INVESTORS

### MORTGAGE COMPANY

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

Customer Agency and Fee Agreement
Allaster Kerike
Mortgage Applicants:
You have advised me that you are authorized and prepared to provide me assistance in securing home financing. I understand that your services may include, but are not limited to counseling on available home financing products, counseling on our debt service and financing capability, assistance in completing loan applications, additional assistance in processing the loan application and meeting any conditions of loan commitment. I acknowledge that you cannot commit any lender to provide financing or otherwise act on my behalf and that your services are purely advisory and administrative in nature.
During the normal processing of a mortgage application certain services may have to be provided to successfully complete the mortgage application process. These services are additional services not covered under First Investors Mortgage Company's normal processing services. These services are purely elective, but if the services are utilized the following fees will be applied (a written request must be received).
1). Update of credit information - a \$10.00 fee will be charged for each creditor account that has to be updated including collections, charge offs, duplications and judgements. This fee will be collected at the time of the request for a credit report update. This fee is non refundable. Note: This credit update affects only the mortgage application credit report.  2). Re-lock of rate with another lender at the discretion of First Investors Mortgage Company - a \$100 fee will be charged to lock in a new rate with a different mortgage lender. This fee will be collected at the time of the new lock in. This fee is non refundable.  3). Withdraw an approved application to submit to a new lender at the discretion of First Investors Mortgage Company - a fee of one quarter point (0.25%) will be collected at the time of the request. This fee is non refundable.
As compensation for your services I understand and agree that at the time of either comment of Closing of my mortgage application I will pay directly to First Investors Mortgage Company the amount of \$. This commitment fee is applicable to the points and or broker fees as itemized on your Good Faith Estimate and will be credited to your closing costs at the time of closing. Upon receipt of the commitment fee, a commitment letter will be issued
This commitment fee is non refundable except as follows:. This fee will be rebated to you within thirty days of receipt of a written request if your mortgage refinance or purchase has been canceled for any of the following reasons: mortgage denial after commitment or seller cancellation of the purchase.
I understand that, under applicable federal law, the above fee will be considered part of the cost of obtaining home financing and has been disclosed to me. First investors Mortgage Company may, if required by the lender, forward a copy of the agreement to any lender to whom I have applied for a loan.
I would like to engage you as my agent for the purpose of advising me about home financing and to provide the services described above.
Signature of Mortgage Professional  Signature of Loan Applicant
Date Signature of Loan Applicant

## **DU Underwriting Findings**

SUMMARY Recommendation Primary Borrower Lender Loan Number Submission Date	Approve/Eligible Charles L Bruder Unassigned 06/18/2009 11:45AM	Co-Borrower Casefile ID Submitted By	Johanna A Bruder 966402266 p2869pji
Mortgage Information LTV/CLTV Housing Expense Ratio Total Expense Ratio Total Loan Amount Sales Price Appraised Value	37.00% / 37.00%	Note Rate Loan Type Loan Term Amortization Type Loan Purpose Refi Purpose	5.000% Conventional 360 Fixed Rate Refinance Limited Cash-Out
Property informat	ion 37 St. James St.	Property Type	Detached

### RISK/ELIGIBILITY

- The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.
- This loan casefile appears to meet Fannie Mae's eligibility requirements. 2
- This recommendation is valid up to a note rate of 6.000 percent. 3

Manchester, CT 06040

### **FINDINGS**

The following risk factors represent strengths in the borrower's loan application: Combined Loan-to-Value Ratio Credit Profile

### VERIFICATION MESSAGES/APPROVAL CONDITIONS

- This loan is also subject to all other lender specified conditions and must comply with all applicable federal, state, and local laws and regulations.
- Based on the credit report obtained through Desktop Underwriter, this loan must close on or before 09/24/2009. All verification documents must be dated within 120 days of the closing date. For new construction, documents must be dated within 180 days of the closing date.
- The Adverse Market Delivery Charge will be applied when this mortgage loan is delivered to Fannie Mae. Refer to the Selling Guide and Loan-level Price Adjustment (LLPA) Matrix and Adverse Market Delivery Charge (AMDC) Information on efanniemae.com for specific details.
- This loan casefile was underwritten according to the DU Refi Plus expanded eligibility guidelines offered on certain limited cash-out refinance loan casefiles where the borrower's existing loan is identified by DU as a Fannie Mae loan. This loan casefile must be delivered with Special Feature Code 147.

Case 3:09-bk-07047-JAF Doc 5347 Filed 05/22/12 Page 21 of 46

♠ OMB №. 2502-0265 09/29/2009 10:18 FAX

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEV	ELOPMENT	B, TYPE OF LOAN		
SETTLEMENT STATEMENT		1. FHA 2. FHMA 3. X CONV. UNINS.		
		4.  VA 5.  CONV. INS.		
		6. FILE NUMBER: 7. LOAN NUMBER		
		Brudgr09 1021049780		
Market State Control of the Control	·	8. MORTGAGE INS. CASE NO.:		
C. NOTE: This form is furnished to give you a statement of ac				
marked "(p.o.c.)" were paid cutside the closing; the	sy are shown here for info	ormational purposes and are not included in the totals.		
D. NAME & ADDRESS Charles L Bruder and J				
OF BORROWER: 37 St. James Street, Ma	anchester, CT 06040	*		
E. NAME & ADDRESS				
OF SELLER:		No. of the second secon		
F. NAME & ADDRESS Covenant Mortgage LI OF LENDER: 235 Littleton Road, W				
G. PROPERTY LOCATION: 37 St. James Street, Mr.				
H. SETTLEMENT AGENT: Moses And Hill	alichester, C I 00040			
PLACE OF SETTLEMENT: 357 East Center Street,	Manchester, CT 0604	40 (860) 644-2428		
I. SETTLEMENT DATE; 9/28/2009		DISBURSEMENT DATE: 10/02/2009		
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction		
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:		
101. Contract sales price		401. Contract sales price		
102. Personal property	<del> </del>	402. Personal property		
103. Settlement charges to borrower; (line 1400)	7,770.08			
104. Payoff To Wells Fargo Bank, N.A.	74,061.77			
··IO5.		405.		
	L			
Adjustments For Items Paid By Seller in Advan	ice;	Adjustments For Items Paid By Seller In Advance:		
	<del> </del>	406, City/town taxes to		
107 County raxes IU 108 Assessments to		407. County taxes to		
109.	——————————————————————————————————————	408. Assessments to		
110.		410.		
111.		411.		
112.		412.		
113		413.		
· (14.		414.		
115.		415.		
116.		416.		
120. Gross Amount Due From Borrower: 81,831.		420. Gross Amount Due To Seller:		
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:		
201. Deposit or cornest money		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)	80,000.00	502. Settlement charges to seller (line 1400)		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff 1st Mtg. Ln.		
205. 206.	<del>                                     </del>	505, Payoff 2nd Mtg. Ln.		
207.		506.		
20%.		507. 508,		
209.		509.		
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:		
210. City/town taxes to		510. City/town taxos to		
		511. County taxes to		
212. Assessments to		512. Assessments to .		
213.		513.		
214.		514.		
215.		515.		
216.		516.		

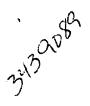
- 09/29/2009 10:19 FAX

Page 22 of 46

The Total Calcar Durch	Case 3:09-bk	TILEMENT CHA	oc 5347 Filed	U5////// ow: Bruder09	Page 22
700, Total Sales/Broker Based Or				Paid From	Paid Fro
	(line 700) As Follows:	@ •	6 <del>=</del>	Borrower's	Selier's
701.\$	TO			Funds	Funds
702. S	10			Settlement	At
703. Commission paid a				PACHEMENT	Settleme
704.	settlement				
	Connection With Loan:		,		
801. Loan Origination fo		Manage N. C.			
802. Loan Discount		Venant Mortgage LLC	· · · · · · · · · · · · · · · · · · ·	800.00	
803. Appraisal fee to: A'	/ Management Corp	CHAIR MORPHON L.L.C.		800.00	
804. Credit report to Kr	oll Factual Date			675.00	
805. Lender's inspection	foc			19.75	
806. Mortgage insurance 807. Assumption fee	application fee to				
	tion To: Kroll Factual Data				
809. Tax Related Service	Fee To: Covenant Morrage I	i c	<del></del>	19.00	
810 Processing Fee To:	Covenant Mortgage LLC			84.00	
BLL Wire Fee To: Cover	unt Morreage LLC			375.00	
812. Administration Fee	To: Covenant Mortgage LLC			25.00	
813. Flood Cort. Fee To:	First American			13,00	
814. Investor Fee To: Co 815. Document Preparati	CENARIL MORTUSEC LLC			175.00	
16.	m 10; 162			19.00	
317.		· · · · · · · · · · · · · · · · · · ·		-	
IE.				<del> </del>	
119.				<del>   </del>	
21.					
	ender To Be Paid In Advan				
01. Interest from 10/02	2009 to 11/01/2009				
02. Mortgage insurance t	remium for mo to		0/day (30 days)	333.33	
<ol> <li>Hazard insurance pre</li> </ol>	mium for I am to		00		
04. Flood insurance pren	ium for Yrs to		00	<del> </del>	
05. 06.					
000. Reserves Deposite	1 13/1/42 Y				
XII. Hazard insurance	13 months @ \$				
002 Mongage insurance	0 months @ \$	56.67 per month 0.00 per month		736.71	
03. City property taxes	6 months @ \$	404.16 per month			
04 County property tax	58 0 months (d) \$	0.00 per month		2,424.96	·
05. Annual assessments		0.00 per month		<del></del>	
06. Flood insurance	0 months @ \$	0.00 per month			
07. 08. Aggregate Adjustme	0 months @ \$	0.00 per month			
09. Apprepute Adjustine	nt			(56.67)	·
00. Title Charges					
III. Settlement or closing	fre to Moces And Hill				
02. Abstract or title sear	h to CT Land Title Search Co			550.00	
13. Title examination to				155 00	
04. Title insurance binde	r to				
15. Document preparatio	d IO				
16. Notary foce to 17. Attorney's fees to					
	u to . At				
	e item Numbers:				
8. Title insurance to Mo					
	c item Numbers:		J		
9. Lender's coverage \$	80.000.00 Premium: \$186.0	0	<del></del>	186.00	
O. Owner's coverage \$					
1. To Moses And Hill	\$111.60 · To \$74.40			<del></del>	
3	· · · · · · · · · · · · · · · · · · ·				
1.	·				
Government Records	ng and Transfer Charges:				
Recording fees: Deed Ciry/county ray/stamp	S 0.00 :Mortgage	I 08.00 Releas	os \$ 53.00		

6/16/2009 3:10:34 PM





### Taylor, Bean & Whitaker PIPELINE LOAN LOCK-IN CONFIRMATION

Please note: Loan is subject to repricing if loan detail submitted during lock process does not match actual loan parameters.

**Application Number:** 

·<del>3392</del>803

3439089

Correspondent:

110177

**Document Number:** 

120

Borrower Information: GLENN COBB

**Property Address:** 

5 QUARTER HORSE DR ELLINGTON CT, 06029

**Property County:** 

**TOLLAND** 

Date of Registration: 5/18/2009

Lock Date: 5/18/2009

Expiration Date: 6/17/2009

9:58:13 AM

Loan Type:

(1030)Conv 30

Term:

360 (months) \$ 500,000.00

Loan Amount:

\$ 270,000.00

**Appraisal Amount:** 

Interest Rate:

4.875 %

L.T.V:

54.00 %

Pre Feature Price: 101.336

**Post Feature Price:** 

101.426

Loan Purpose:

Refinance - Change in Rate/Term-No Cash Out **Occupancy Status:** 

**PRIMARY** 

**Property Status:** 

**Existing** 

**Property Type:** 

Single Family Residence

Doc Type:

Full Doc

FICO:

740

**CLTV:** 

54

**Buv Down:** 

N

DTI:

25

Insured:

N

Interest Only:

N

MARGIN <u>0.000</u>

MERS MIN# 100029500033928031

Price Disclosure:

FICO >= 700 and LTV <= 60% = 0.25

CT = -0.16

## FIRST INVESTORS

### MORTGAGE COMPANY

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

Customer Agency a	nd Fee Agreement
Mortgage Applicants:	
Subject Property Address:	
You have advised me that you are authorized and prepared to provide your services may include, but are not limited to counseling on availand financing capability, assistance in completing loan applications meeting any conditions of loan commitment. I acknowledge that your my behalf and that your services are purely advisory and administrations.	able home financing products, counseling on our debt service, additional assistance in processing the loan application and u cannot commit any lender to provide financing or otherwise act
During the normal processing of a mortgage application certain services mortgage application process. These services are additional services processing services. These services are purely elective, but if the ser request must be received).	not covered under First Investors Mortgage Company's normal
1). Update of credit information - a \$10.00 fee will be charged for excharge offs, duplications and judgements. This fee will be collected refundable. Note: This credit update affects only the mortgage appl 2). Re-lock of rate with another lender at the discretion of First Invenew rate with a different mortgage lender. This fee will be collected 3). Withdraw an approved application to submit to a new lender at the quarter point (0.25%) will be collected at the time of the request. The	at the time of the request for a credit report update. This fee is not lication credit report.  Stors Mortgage Company - a \$100 fee will be charged to lock in a at the time of the new lock in. This fee is non refundable. The discretion of First Investors Mortgage Company - a fee of one
As compensation for your services I understand and agree that at the application I will pay directly to First Investors Mortgage Company applicable to the points and or broker fees as itemized on your Good time of closing. Upon receipt of the commitment fee, a commitment	the amount of \$ This commitment fee is Faith Estimate and will be credited to your closing costs at the
This commitment fee is non refundable except as follows:. This fee request if your mortgage refinance or purchase has been canceled fo commitment or seller cancellation of the purchase.	
I understand that, under applicable federal law, the above fee will be been disclosed to me. First Investors Mortgage Company may, if re- lender to whom I have applied for a loan.	
I would like to engage you as my agent for the purpose of advising rabove.  Signature of Mortgage Professional	ne about home financing and to provide the services described ture of Loan Applicant
42709	
Date ( Signa	ture of Loan Applicant

### **DU Underwriting Findings**

### SUMMARY

Recommendation Approve/Eligible **Primary Borrower** Glen A Cobb

Co-Borrower Lender Loan Number Unassigned Casefile ID 966129735 **Submission Date** 06/23/2009 12:38PM Submitted By p2869pji

Mortgage Information

LTV/CLTV Housing Expense Ratio Total Expense Ratio Total Loan Amount Sales Price Appraised Value	47.00% / 47.00% 10.37% 22.32% \$270000.00 \$0.00 \$575000.00	Note Rate Loan Type Loan Term Amortization Type Loan Purpose Refi Purpose	4.875% Conventional 360 Fixed Rate Refinance Cash-Out
FF- mode value	\$373000.00	Reti Purpose	Cash-Out

### **Property Information**

Address 5 Quarter Horse Dr. **Property Type** Detached

Ellington, CT 06029

### RISK/ELIGIBILITY

- The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.
- 2 This loan casefile appears to meet Fannie Mae's eligibility requirements.
- This recommendation is valid up to a note rate of 5.875 percent. 3
- This loan casefile has been underwritten as a cash-out refinance. Confirm that the subject 4 property has been owned by the borrower(s) for at least six months prior to the date of the loan application, and that the property is not currently listed for sale. If the subject property has not been owned for at least six months or the property is listed for sale, the loan is ineligible for delivery to Fannie Mae. If the property has been listed for sale in the six months prior to the date of the loan application, the LTV/CLTV/HCLTV for this cash-out refinance would be limited to 70 percent (65 percent for manufactured housing), otherwise the loan casefile may be updated and resubmitted as a limited cash-out refinance.

### **FINDINGS**

The following risk factors represent strengths in the borrower's loan application: Combined Loan-to-Value Ratio

Credit Profile

Total Expense Ratio

## VERIFICATION MESSAGES/APPROVAL CONDITIONS

- This loan is also subject to all other lender specified conditions and must comply with all applicable federal, state, and local laws and regulations.
- Based on the credit report obtained through Desktop Underwriter, this loan must close on or before 09/18/2009. All verification documents must be dated within 120 days of the closing date. For new construction, documents must be dated within 180 days of the closing date.

		0704- 17-	D 5047 FU 105/00/44 5
A. U.S. DEPARTMENT OF HO	JANSEND GARDAN	<del>-07047-JAF</del>	Doc 5347 Filed 05/22/19 0MPhagen 20650f
SETTLEMENT STATEMENT			TO ALL
			1.
		•	6. FILE NUMBER: 7. LOAN NUMBER
			Cobb09 0264075417
C. NOTE: This form is furnished to	give you a statement of a	ctive I acttlement and a	8. MORTGAGE INS. CASE NO.: amounts paid to and by the settlement agent are shown. Items
marked "(p.o.c.)" were p	said outside the closing; th	ey are shown here for in	formational purposes and are not included in the totals.
D. NAME & ADDRESS OF BORROWER:	Glen A. Cobb and Patr 5 Quarter Horse Drive.	ricia M. Cobb	
E. NAME & ADDRESS OF SELLER:			4
F. NAME & ADDRESS OF LENDER:	Wells Fargo Bank, N.A 2701 Wells Fargo Way	\	
G. PROPERTY LOCATION:	5 Quarter Horse Drive,	Filington CT 06020	
H. SETTLEMENT AGENT:	Moses And Hill		
PLACE OF SETTLEMENT:	357 East Center Street,	Manchester, CT 060	<del>140 (860) 644-2428</del>
I. SETTLEMENT DATE:	9/04/2009		DISBURSEMENT DATE: 9/10/2009
TOTAL TOTAL	orrower's Transaction		K. Summary of Seller's Transaction
100. Gross Amount Due From 1	DOTTOWET:		400. Gross Amount Due To Seller:
101. Contract sales price 102. Personal property			401. Contract sales price
103. Settlement charges to borrower:	(line 1400)		402. Personal property
104. Payoff To 360 Federal Credit U	nion	7,626.71 264.928.94	
105.		204.320.94	404.
·····			
· · · · · · · · · · · · · · · · · · ·			
Adjustments For Items Pa	rid By Sallay In Ad		
06. City/town taxes	to	CE	Adjustments For Items Paid By Seller In Advance: 406. City/town taxes
07. County taxes	to		407. County taxes to
08. Assessments	to		408. Assessments to
09. 10.		<u> </u>	409.
11.			410.
12.	<del></del>		411.
13.			413.
14.			414.
15.			415.
16.			416.
20. Gross Amount Due From B		272,555.65	420. Gross Amount Due To Seller:
10. Amounts Paid By Or In Bel 11. Deposit or earnest money	ialf Of Borrower:		500. Reductions In Amount Due To Seller:
22. Principal amount of new loan(s)		772 222	501. Excess deposit (see instructions)
3. Existing loan(s) taken subject to		270,000.00	
4.			503. Existing loan(s) taken subject to 504. Payoff 1st Mtg. Ln.
5.			505. Payoff 2nd Mtg. Ln.
6:			506.
7. 8.			507.
s. 9.			508.
· · · · · · · · · · · · · · · · · · ·			509,
Address of the second			
Adjustments For Items Unp  O. City/town taxes		T	Adjustments For Items Unpaid By Seller:
I. County taxes	to		510. City/town taxes to
2. Assessments	to		511. County taxes to
3.	to		512. Assessments to
l.			513. <u>T</u>
			514.
			516.
	·····		517

700. Total Sales/Broker's Commission Based On Price \$	<del>se 3:09-b<b>K-0</b></del>	<del>7047</del> -JAF @	- <del>CH<b>^D</b>68 53</del> %=	<del>47 Filedi</del>	Cobb09 5/22/12 Paid From Borrower's	Page 27 of Paid From Seller's
Division of Commission (line 700) A	As Follows:				Funds	Funds
701. \$to				ag at	, At	At
702. \$ to					Settlement	Settlement
703. Commission paid at settlement						
704.						
800. Items Payable In Connection	With Loan:					
801. Loan Origination fee	%	· · · · · · · · · · · · · · · · · · ·			, , , , , , , , , , , , , , , , , , , ,	
802. Loan Discount	- %	· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·	
803. Appraisal fee to:	· · · · · · · · · · · · · · · · · · ·		·		ļ	
804. Credit report to:	· · · · · · · · · · · · · · · · · · ·			<del></del>		
805. Lender's inspection fee	for to		<del></del>		· ·	
806. Mortgage insurance application 807. Assumption fee	106 (0					<del></del>
808. Underwriting Review To: Wells	Fargo Bank, N.A.	*		, **-	665.00	
809. Flood Cert Fee To: WFFS					19.00	
810. Tax Service Fee To: WFRETS					85.00	
811. Appraisal Waiver Fee To: Wells	Fargo Bank, N.A.				75.00	
812. Application Fee To: First Invest			00		000	
813. Processing Fee To: First Investo 814. Mortgage Broker Fee To: First I					275.00 325.00	
815. Mtg. Broker Comp. To: First Inv		<del></del>	30		323.00	
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903. Hazard insurance premium for	1 yrs. to	Travelers POC	\$1,268.00			
904. Flood insurance premium for	vrs. to					
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906.				<del></del>	1	
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4/30/2009 4:24:28 PM



#### Taylor, Bean & Whitaker PIPELINE LOAN LOCK-IN CONFIRMATION

Please note: Loan is subject to repricing if loan detail submitted during lock process does not match actual loan parameters.

**Application Number:** 

3365995

Correspondent:

110177

**Document Number:** 

120

Borrower Information: ALBERT COUTURE

Property Address:

35 BROOKSIDE VILLAGE ENFIELD CT, 06082

**Property County:** 

**HARTFORD** 

Date of Registration: 4/30/2009

Lock Date: 4/30/2009

Expiration Date: 5/30/2009

Loan Type:

(1030)Conv 30

Term:

360 (months)

Loan Amount:

\$127,000.00

Appraisal Amount:

**Post Feature Price:** 

\$159,000.00

Interest Rate:

4.750 %

L.T.V:

79.87 %

Pre Feature Price: 100.305

98.895

Loan Purpose:

Refinance - Cash Out-Other

Occupancy Status:

**PRIMARY** 

**Property Status:** 

Existing

Property Type:

Condo-Low-Rise

Doc Type:

Full Doc

FICO:

769

**CLTV:** 

79.874

Buy Down:

N

DTI:

33 N

Insured:

N

Interest Only:

MARGIN <u>0.000</u>

MERS MIN# 100029500033659958

Price Disclosure:

Condo and LTV > 75% = -0.75

Cash out and FICO >= 740 and LTV 75.01-80% = -0.5

CT = -0.16

This confirmation of lock does not constitute Underwriting Approval.



### Taylor, Bean & Whitaker

### **CHANGE LOCK REQUEST**

Request Date: 6/25/2009 1:42:31 PM

Loan Number: 3365995

Borrower Information: ALBERT COUTURE

Property Address: 35 BROOKSIDE VILLAGE

ENFIELD, CT 06082

Lock-Date: 4/30/2009

Business Name: First Investors Mortgage Co., LLC

Contact Person: CARMINE PELLEGRINO

E-Mail: CARMONSTER@AOL.COM

**Phone:** 860-647-9992

Fax: 860-647-7499

Comments: Due to slow underwriting turn times, Please extend as many free days as

possible, thank you.



### Taylor, Bean & Whitaker

### **CHANGE LOCK REQUEST**

Request Date: 6/16/2009 3:23:36 PM

Loan Number: 3365995

Borrower Information: ALBERT COUTURE

Property Address: 35 BROOKSIDE VILLAGE

ENFIELD, CT 06082

Lock-Date: 4/30/2009

Business Name: First Investors Mortgage Co., LLC

Contact Person: CARMINE PELLEGRINO

E-Mail: CARMONSTER@AOL.COM

**Phone:** 860-647-9992

Fax: 860-647-7499

Comments: DUE TO SLOW UNDERWRITING TURN TIMES PLEASE EXTEND

AS MANY FREE DAYS AS POSSIBLE. THANK YOU, CARMINE

PELLEGRINO

## FIRST INVESTORS

### MORTGAGE COMPANY

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

	Customer Agency and Fee Agreement
	Nortgage Applicants: Contructe  ubject Property Address: 35 Brookside Village Entield
se: ca of	ou have advised me that you are authorized and prepared to provide me assistance in securing home financing. I understand that your rvices may include, but are not limited to counseling on available home financing products, counseling on our debt service and financing pability, assistance in completing loan applications, additional assistance in processing the loan application and meeting any conditions loan commitment. I acknowledge that you cannot commit any lender to provide financing or otherwise act on my behalf and that your rvices are purely advisory and administrative in nature.
ap se	uring the normal processing of a mortgage application certain services may have to be provided to successfully complete the mortgage oplication process. These services are additional services not covered under First Investors Mortgage Company's normal processing rvices. These services are purely elective, but if the services are utilized the following fees will be applied (a written request must be ceived).
ch re. 2) ra: 3) qu	Update of credit information - a \$10.00 fee will be charged for each creditor account that has to be updated including collections, targe offs, duplications and judgements. This fee will be collected at the time of the request for a credit report update. This fee is non fundable. Note: This credit update affects only the mortgage application credit report.  Re-lock of rate with another lender at the discretion of First Investors Mortgage Company - a \$100 fee will be charged to lock in a new tee with a different mortgage lender. This fee will be collected at the time of the new lock in. This fee is non refundable.  Withdraw an approved application to submit to a new lender at the discretion of First Investors Mortgage Company - a fee of one next the point (0.25%) will be collected at the time of the request. This fee is non refundable.
ap ap	s compensation for your services I understand and agree that at the time of either oplication I will pay directly to First Investors Mortgage Company the amount of \$\text{This commitment fee}\). This commitment fee is oplicable to the points and or broker fees as itemized on your Good Faith Estimate and will be credited to your closing costs at the time of osing. Upon receipt of the commitment fee, a commitment letter will be issued
yo	his commitment fee is non refundable except as follows:. This fee will be rebated to you within thirty days of receipt of a written request if our mortgage refinance or purchase has been canceled for any of the following reasons: mortgage denial after commitment or seller incellation of the purchase.
di	understand that, under applicable federal law, the above fee will be considered part of the cost of obtaining home financing and has been sclosed to me. First Investors Mortgage Company may, if required by the lender, forward a copy of the agreement to any lender to whom have applied for a loan
Ιv	would like to engage you as my agent for the purpose of advising me about home financing and to provide the services described above.
	gnature of Mortgage Professional Signature of Loan Applicant
Di	Signature of Loan Applicant

### **Preliminary Underwriting Findings**

#### SUMMARY

Preliminary

Approve/Eligible

Recommendation **Primary Borrower** 

Albert J. Couture

Lender Loan Number Unassigned

Casefile ID 964682957

Underwriting Run Date Apr 30 2009 03:16:20PM Submitted By

p2869pji

Mortgage Information

LTV/CLTV 80.000% / 80.000% **Note Rate** 4.500% **Housing Expense Ratio** 35.658% Loan Type Conventional **Total Expense Ratio** Loan Term 36.424% 360 **Total Loan Amount** \$127000.00 **Amortization Type** Fixed Rate Sales Price Loan Purpose \$0.00 Refinance

\$159000.00

**Property Information** 

Appraised Value

Address

35 Brookside Village

**Property Type** 

Refi Purpose

Condominium

Cash-Out

Enfield, CT 06082

### SPECIAL NOTICE

- This report was created through the Preliminary Findings feature in Desktop Originator (DO) and is provided for informational purposes only.
- 2 To complete the processing of this loan, you must submit it to a DO sponsoring lender. The loan is not eligible for the Fannie Mae limited waiver of representations and warranties (as described in the Guide to Underwriting with Desktop Underwriter) until it is submitted to a sponsoring lender.
- 3 Depending on the underwriting rules and requirements of your sponsoring lender, the recommendation and findings may change upon submission.

### **PRELIMINARY RISK - ELIGIBILITY**

- The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.
- 5 This loan casefile appears to meet Fannie Mae's eligibility requirements.
- 6 This recommendation is valid up to a note rate of 5.500 percent.
- This loan casefile has been underwritten as a cash-out refinance. Confirm that the subject property has been owned by the borrower(s) for at least six months prior to the date of the loan application, and that the property is not currently listed for sale. If the subject property has not been owned for at least six months or the property is listed for sale, the loan is ineligible for delivery to Fannie Mae. If the property has been listed for sale in the six months prior to the date of the loan application, the LTV/CLTV/HCLTV for this cash-out refinance would be limited to 70 percent (65 percent for manufactured housing), otherwise the loan casefile may be updated and resubmitted as a limited cash-out refinance.

6/1/2009 12:49:02 PM



### Taylor, Bean & Whitaker PIPELINE LOAN LOCK-IN CONFIRMATION

Please note: Loan is subject to repricing if loan detail submitted during lock process does not match actual loan parameters.

Application Number:

3410023

Correspondent:

110177

**Document Number:** 

120

Borrower Information: Kevin M Gorman

**Property Address:** 

62 Lohse Rd. WILLINGTON CT, 06279

**Property County:** 

TOLLAND

Date of Registration: 6/1/2009

Lock Date: 6/1/2009

Expiration Date: 7/1/2009

Loan Type:

(1015)Conv 15

Term:

180 (months)

Loan Amount:

\$ 109,000.00

Appraisal Amount:

\$ 175,000.00

Interest Rate:

4.375 %

L.T.V:

62.29 %

Pre Feature Price: 99.616

**Post Feature Price:** 

99,456

Loan Purpose:

Refinance - Limited

Occupancy Status:

**PRIMARY** 

**Property Status:** 

Cash Out Existing

**Property Type:** 

Single Family Residence

Doc Type:

Full Doc

FICO:

665

Buy Down:

N

**CLTV:** DTI:

62.286

Insured:

N

Interest Only:

25 N

**MARGIN** 0.000

MERS MIN# 100029500034100234

Price Disclosure:

CT = -0.16

## FIRST INVESTORS

### MORTGAGE COMPANY

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

Customer Agendy and Fee Agreement
Mortgage Applicants: CIID COMMAN
Subject Property Address: 62 Larie (1) - Will of IN (1)
You have advised me that you are authorized and prepared to provide me assistance in securing home financing. I understand that your services may include, but are not limited to counseling on available home financing products, counseling on our debt service and financing capability, assistance in completing loan applications, additional assistance in processing the loan application and meeting any conditions of loan commitment. I acknowledge that you cannot commit any lender to provide financing or otherwise at on my behalf and that your services are purely advisory and administrative in nature.
During the normal processing of a mortgage application certain services may have to be provided to successfully complete the mortgage application process. These services are additional services not covered under First Investors Mortgage Company's normal processing services. These services are purely elective, but if the services are utilized the following fees will be applied (a written request must be received).
1). Update of credit information - a \$10.00 fee will be charged for each creditor account that has to be updated including collections, charge offs, duplications and judgements. This fee will be collected at the time of the request for a credit report update. This fee is not refundable. Note: This credit update affects only the mortgage application credit report.  2). Re-lock of rate with another lender at the discretion of First Investors Mortgage Company - a \$100 fee will be charged to lock in new rate with a different mortgage lender. This fee will be collected at the time of the new lock in. This fee is non refundable.  3). Withdraw an approved application to submit to a new lender at the discretion of First Investors Mortgage Company - a fee of one quarter point (0.25%) will be collected at the time of the request. This fee is non refundable.
As compensation for your services I understand and agree that at the time of either companion of closing of my mortgage application I will pay directly to First Investors Mortgage Company the amount of . This commitment fee is applicable to the points and or broker fees as itemized on your Good Faith Estimate and will be credited to your closing costs at the time of closing. Upon receipt of the commitment fee, a commitment letter will be issued
This commitment fee is non refundable except as follows:. This fee will be rebated to you within thirty days of receipt of a written request if your mortgage refinance or purchase has been canceled for any of the following reasons: mortgage denial after commitment or seller cancellation of the purchase.
understand that, under applicable federal law, the above fee will be considered part of the cost of obtaining home financing and has been disclosed to me. First Investors Mortgage Company may, if required by the lender, forward a copy of the agreement to any lender to whom I have applied for a loan.
would like to engage you as my agent for the purpose of advising me about home financing and to provide the services described above.
Signature of Mortgage Professional Signature of Loan Applicant
1 Ap7/09
Date Signature of Loan Applicant

### **DU Underwriting Findings**

SL	IR	4	M	IΔ	B.	V
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Recommendation Approve/Eligible
Primary Borrower Kevin M Gorman Co-Borrower

Lender Loan NumberUnassignedCasefile ID966472227Submission Date06/01/2009 12:51PMSubmitted Byp2869pji

Mortgage Information

4.375% LTV/CLTV 63.00% / 63.00% **Note Rate** Conventional 24.78% Loan Type Housing Expense Ratio 25.10% Loan Term 180 Total Expense Ratio Total Loan Amount Fixed Rate \$109000.00 **Amortization Type** Refinance \$0.00 Loan Purpose Sales Price Limited Cash-Out \$175000.00 Refi Purpose Appraised Value

**Property Information** 

Address 62 Lohse Rd. Property Type Detached

Lohse Rd., CT 06279

### RISK/ELIGIBILITY

1 The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.

- 2 This loan casefile appears to meet Fannie Mae's eligibility requirements.
- 3 This recommendation is valid up to a note rate of 5.375 percent.
- This loan casefile has been underwritten as a limited cash-out refinance. If the first mortgage being paid off with this transaction was used to payoff any subordinate financing that was not used to acquire the property, and that mortgage has not been seasoned for at least six months prior to the date of the loan application, the loan is ineligible for delivery to Fannie Mae as a limited cash-out refinance. In addition, the property must not be currently listed for sale.

#### **FINDINGS**

5 The following risk factors represent strengths in the borrower's loan application: Combined Loan-to-Value Ratio Total Expense Ratio

### **VERIFICATION MESSAGES/APPROVAL CONDITIONS**

- This loan is also subject to all other lender specified conditions and must comply with all applicable federal, state, and local laws and regulations.
- Based on the credit report obtained through Desktop Underwriter, this loan must close on or before 09/29/2009. All verification documents must be dated within 120 days of the closing date. For new construction, documents must be dated within 180 days of the closing date.
- 8 If there is a home equity line of credit secured against the subject property, the maximum allowable HCLTV is 95 percent. The HCLTV calculation is based on the maximum credit limit of the equity line.

7/20/2009 2:50:07 PM



### Taylor, Bean & Whitaker PIPELINE LOAN LOCK-IN CONFIRMATION

Please note: Loan is subject to repricing if loan detail submitted during lock process does not match actual loan parameters.

Application Number:

3440652

Correspondent:

110177

**Document Number:** 

120

Borrower Information: Ralph E Reuss

Bertha L Reuss

Property Address:

73 Hazelmere Rd NEW BRITAIN CT, 06053

**Property County:** 

HARTFORD

Date of Registration: 6/24/2009

Loan Type:

Loan Amount:

(1015)Conv 15

Interest Rate:

\$ 90,000.00

5.500 %

Pre Feature Price: 103.713

Lock Date: 7/20/2009

Term:

180 (months)

Sales Price:

\$ 182,000.00

L.T.V:

49.45 %

**Post Feature Price:** 

101.803

Loan Purpose:

Purchase

**Property Status:** 

Existing

Doc Type:

**CLTV:** 

Full Doc

49.451

DTI:

22

Interest Only:

N

MARGIN <u>0.000</u>

MERS MIN# 100029500034406524

Occupancy Status:

**INVESTMENT** 

**Property Type:** 

Single Family Residence

Expiration Date: 8/4/2009

FICO:

770

Buy Down:

N

Insured:

N

Price Disclosure:

Investment property and LTV  $\leftarrow$  75% = -1.75

CT = -0.16

## FIRST INVESTORS

MORTGAGE COMPANY
391 Center Street * Manchester, CT 06040 * Ph(860)647-9992 * Fax(860)647-749
Mortgage Applicants: Subject Property Address:  Customer Agency and Fee Agreement  Address:  Customer Agency and Fee Agreement
Suspect Topolty Tutaress.
You have advised me that you are authorized and prepared to provide me assistance in securing home financing. I understand that your services may include, but are not limited to counseling on available home financing products, counseling on our debt service and financing capability, assistance in completing loan applications, additional assistance in processing the loan application and meeting any conditions of loan commitment. I acknowledge that you cannot commit any lender to provide financing or otherwise act on my behalf and that your services are purely advisory and administrative in nature.
During the normal processing of a mortgage application certain services may have to be provided to successfully complete the mortgage application process. These services are additional services not covered under First Investors Mortgage Company's normal processing services. These services are purely elective, but if the services are utilized the following fees will be applied (a written request must be received).
1). Update of credit information - a \$10.00 fee will be charged for each creditor account that has to be updated including collections, charge offs, duplications and judgements. This fee will be collected at the time of the request for a credit report update. This fee is not refundable. Note: This credit update affects only the mortgage application credit report.  2). Re-lock of rate with another lender at the discretion of First Investors Mortgage Company - a \$100 fee will be charged to lock in a new rate with a different mortgage lender. This fee will be collected at the time of the new lock in. This fee is non refundable.  3). Withdraw an approved application to submit to a new lender at the discretion of First Investors Mortgage Company - a fee of one quarter point (0.25%) will be collected at the time of the request. This fee is non refundable.  As compensation for your services I understand and agree that at the time of either commitment of closing of my mortgage application I will pay directly to First Investors Mortgage Company the amount of \$100. This commitment fee is applicable to the points and or broker fees as itemized on your Good Faith Estimate and will be credited to your closing costs at the time of closing. Upon receipt of the commitment fee, a commitment letter will be issued
This commitment fee is non refundable except as follows:. This fee will be rebated to you within thirty days of receipt of a written equest if your mortgage refinance or purchase has been canceled for any of the following reasons: mortgage denial after commitment or seller cancellation of the purchase.
understand that, under applicable federal law, the above fee will be considered part of the cost of obtaining home financing and has been disclosed to me. First Investors Mortgage Company may, if required by the lender, forward a copy of the agreement to any ender to whom I have applied for a loan.
would like to engage you as my agent for the purpose of advising me about home financing and to provide the services described bove.
ignature of Mortgage Professional  Signature of Loan Applicant  Butta L. Reuse
Signature of Loan Applicant

### **DU Underwriting Findings**

#### SUMMARY

Recommendation Primary Borrower Lender Loan Number Submission Date	Approve/Eligible Ralph E Reuss Unassigned 07/20/2009 09:42AM	Co-Borrower Casefile ID Submitted By	Bertha L Reuss 1000169750 p2869pji
Mortgage Informat LTV/CLTV Housing Expense Rati	50.00% / 50.00% 6.80%	Note Rate Loan Type	5.875% Conventional
Total Expense Ratio	32.37%	Loan Term	180 Fixed Rate
Total Loan Amount	\$90000.00	Amortization Type	Purchase
Sales Price	\$182000.00	Loan Purpose	Fulcilase
Appraised Value	\$182000.00	Refi Purpose	
Property Informati	on ·		

Detached Property Type Address 33 Hazelmere Rd

New Britain, CT 06053

#### RISK/ELIGIBILITY

- The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.
- This loan casefile appears to meet Fannie Mae's eligibility requirements. 2
- Verify the number of properties being financed. If the borrower will own one to four financed 3 properties, the lender must verify that the borrower meets the reserve requirements for investment or second home transactions as specified in the Selling Guide. If the borrower will own more than four financed properties, the loan casefile must comply with the LTV/CLTV/HCLTV, reserve, credit history, minimum credit score, and rental income documentation requirements specified in the Selling Guide; and Special Feature Code 150 must be provided when the loan is delivered to Fannie Mae. If the borrower will own more than ten financed properties, the loan is ineligible for delivery to Fannie Mae.

#### **FINDINGS**

The following risk factors represent strengths in the borrower's loan application:

Combined Loan-to-Value Ratio

Credit Profile

Loan Purpose

Total Expense Ratio

### VERIFICATION MESSAGES/APPROVAL CONDITIONS

This loan is also subject to all other lender specified conditions and must comply with all applicable federal, state, and local laws and regulations.

6/4/2009 2:43:51 PM



### Taylor, Bean & Whitaker PIPELINE LOAN LOCK-IN CONFIRMATION

Please note: Loan is subject to repricing if loan detail submitted during lock process does not match actual loan parameters.

**Application Number:** 

3416047

3429818

Correspondent:

110177

Document Number:

120

Borrower Information: EILEEN H WILSON

**Property Address:** 

36 COLGATE DRIVE MANCHESTER CT, 06040

**Property County:** 

TOLLAND

Date of Registration: 6/4/2009

Lock Date: 6/4/2009

Expiration Date: 7/4/2009

10:06:28 AM

Loan Type:

(1015)Conv 15

Term:

180 (months)

Loan Amount:

\$ 193,000.00

**Appraisal Amount:** 

\$ 300,000.00

Interest Rate:

4.500 %

L.T.V:

64.33 %

Pre Feature Price: 99.466

**Post Feature Price:** 

99.306

Loan Purpose:

Refinance - Change in

Occupancy Status:

**PRIMARY** 

**Property Status:** 

Rate/Term-No Cash Out **Existing** 

**Property Type:** 

Single Family Residence

Doc Type:

Full Doc

FICO:

805

CLTV:

64.333

Buy Down:

N

DTI:

45

Insured:

N

Interest Only:

N

MARGIN 0.000

MERS MIN# 100029500034160477

Price Disclosure:

CT = -0.16

## FIRST INVESTORS

### MORTGAGE COMPANY

Date

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

Customer Agency and Fee Agreement
Mortgage Applicants: Fileen H- Wilson Subject Property Address: 36 Colgale Dv. Marches ex
You have advised me that you are authorized and prepared to provide me assistance in securing home financing. I understand that your services may include, but are not limited to counseling on available home financing products, counseling on our debt service and financing capability, assistance in completing loan applications, additional assistance in processing the loan application and meeting any conditions of loan commitment. I acknowledge that you cannot commit any lender to provide financing or otherwise act on my behalf and that your services are purely advisory and administrative in nature.
During the normal processing of a mortgage application certain services may have to be provided to successfully complete the mortgage application process. These services are additional services not covered under First Investors Mortgage Company's normal processing services. These services are purely elective, but if the services are utilized the following fees will be applied (a written request must be received).
1). Update of credit information - a \$10.00 fee will be charged for each creditor account that has to be updated including collections, charge offs, duplications and judgements. This fee will be collected at the time of the request for a credit report update. This fee is non refundable. Note: This credit update affects only the mortgage application credit report.  2). Re-lock of rate with another lender at the discretion of First Investors Mortgage Company - a \$100 fee will be charged to lock in a new rate with a different mortgage lender. This fee will be collected at the time of the new lock in. This fee is non refundable.  3). Withdraw an approved application to submit to a new lender at the discretion of First Investors Mortgage Company - a fee of one quarter point (0.25%) will be collected at the time of the request. This fee is non refundable.  As compensation for your services I understand and agree that at the time of either application I will pay directly to First Investors Mortgage Company the amount of \$\frac{1}{2}\$. This commitment fee is
applicable to the points and or broker fees as itemized on your Good Faith Estimate and will be credited to your closing costs at the time of closing. Upon receipt of the commitment fee, a commitment letter will be issued
This commitment fee is non refundable except as follows:. This fee will be rebated to you within thirty days of receipt of a written request if your mortgage refinance or purchase has been canceled for any of the following reasons: mortgage denial after commitment or seller cancellation of the purchase.
I understand that, under applicable federal law, the above fee will be considered part of the cost of obtaining home financing and has been disclosed to me. First Investors Mortgage Company may, if required by the lender, forward a copy of the agreement to any lender to whom I have applied for a loan.
I would like to engage you as my agent for the purpose of advising me about home financing and to provide the services described above.
Signature of Mortgage Professional  Signature of Loan Applicant

Signature of Loan Applicant

### **DU Underwriting Findings**

SI	Ш	И	N	IΑ	R	Y

Recommendation Primary Borrower Lender Loan Number Submission Date	Approve/Eligible Eileen H. Wilson Unassigned 03/26/2009 01:06PM	Co-Borrower Casefile ID Submitted By	960106720 p2869pji	
Mortgage Informat	ion			
LTV/CLTV	65.00% / 65.00%	Note Rate	4.375%	
<b>Housing Expense Rati</b>	o 45.52%	Loan Type	Conventional	
Total Expense Ratio	54.87%	Loan Term	180	
<b>Total Loan Amount</b>	\$193000.00	<b>Amortization Type</b>	Fixed Rate	
Sales Price	\$0.00	Loan Purpose	Refinance	
Appraised Value	\$300000.00	Refi Purpose	Cash-Out	

#### **Property Information**

Address	36 Colgate Dr.	Property Type	Detached

Manchester,, CT 06040

#### RISK/ELIGIBILITY

- 1 The risk profile of this loan casefile appears to meet Fannie Mae's guidelines.
- 2 This loan casefile appears to meet Fannie Mae's eligibility requirements.
- 3 This recommendation is valid up to a note rate of 5.375 percent.
- This loan casefile has been underwritten as a cash-out refinance. Confirm that the subject property has been owned by the borrower(s) for at least six months prior to the date of the loan application, and that the property is not currently listed for sale. If the subject property has not been owned for at least six months or the property is listed for sale, the loan is ineligible for delivery to Fannie Mae. If the property has been listed for sale in the six months prior to the date of the loan application, the LTV/CLTV/HCLTV for this cash-out refinance would be limited to 70 percent (65 percent for manufactured housing), otherwise the loan casefile may be updated and resubmitted as a limited cash-out refinance.

#### POTENTIAL RED FLAGS

According to the credit report, the total payments and balances declared on the 1003 differ by more than expected tolerances. Verify that all liabilities belonging to the borrowers are disclosed on the 1003 and that the balances and payments are accurate.

### **LENDER CONDITIONS**

6 Provide a Life of Loan Flood Certification.

#### **FINDINGS**

7 The following risk factors represent strengths in the borrower's loan application: Combined Loan-to-Value Ratio Credit Profile

https://doctoresistant.com/

			3000002307,300011/4/2009 100569	Covenant Mortgage, LLC To: First Investors Mortgage Co., LLC ( Invoics No. Inv.Date VO/Disb.No.
			100569	. LLC
		TOTALS:	REFERRAL FEES	(FIRST INVESTORS)
	\$1,038.40	\$1,038.40	Amount	Check ) Date:
	\$.00	\$.00	Discount	Number: 0000175
	\$1,038.40	\$1,038.40	November 4, 2009 Nount Paid Amount	<b>.</b>

391 Center Street \* Manchester, CT 08040 \* Ph(850)647-9992 \* Fax(860)647-7499

### ASSIGNMENT OF MORTGAGE APPLICATION

FIRST INVESTORS MTG CO LLC., is requesting your permission to assign and transfer your mortgage application to:

William Raveis Mortgage LLC It's successors and/or assigns 235 Littleton Road, Suite 6 Westford MA 01886

At the suggestion of the Department of Banking, by transferring your file to this investor, our intent is to keep intact all the details of your mortgage application including the prescribed interest rate, term and fees.

Please be aware that along with the documents we transfer, new documentation may be required and require your signature. Please be sure to read, sign and return these documents in a timely manner as time is of the essence when processing a mortgage application.

AT NO TIME DOES THIS AUTHORIZATION COMMIT YOU to any transaction, fee or requirement that you are not satisfied and/or comfortable with. As always, in the State Of Connecticut you have the right to walk away from your mortgage transaction at any time. Please do not hesitate to contact us immediately if there are any questions regarding this matter. Thank you.

THE UNDERSIGNED DOES HEREBY AUTHORIZE THE TRANSFER OF THEIR APPLICATION, AS PRESCRIBED ABOVE, TO WILLIAM RAVEIS MORTGAGE LLC.

391 Center Street \* Manchester, CT 06040 \* Ph(860)647-9992 \* Fax(860)647-7499

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JOHANNE BUDG

37 ST JAMES ST.

MNOKRSTER CT. 060x

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Albert J. Soutine 31 Aug 2008

Signature Date Date

Date

Date

Date

Light J. Soutine 31 Aug 2008

Name

25 BROKSIDE VILLAGE

Street

ENFIELD, C.T. 01.082-1968

City, State