

Exhibit B

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Milton Vescevacchi, Esq. (305) 374-5600

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2009 Jul 02 04:42 PM

***** 200900807987 *****

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Milton Vescevacchi, Esq.
Akerman Senterfit
One S.E. Third Avenue
25th Floor
Miami, Florida 33131

1a. INITIAL FINANCING STATEMENT FILE #

20070724111X 12/18/07

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only ONE of these two boxes. Also check ONE of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions at the top of this form for instructions on how to change names and addresses.

DELETE name: Give record name to be deleted in item 7a or 7b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete item 7d, if applicable.

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR COLONIAL BANK, individually and as Agent

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR COLONIAL BANK

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

201 E. Pine Street, Suite 730

CITY

Orlando

STATE

FL

POSTAL CODE

32801

COUNTRY

USA

7d. ASSIGNMENT(S)

ADDL. INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATION'S D.B.A. IF ANY

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only ONE box.

Describe collateral deleted or added, or give entire revised collateral description, or describe collateral assigned.

See Exhibit A attached hereto for the amended and restated collateral description.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignee, if this is an Assignment; if this is an Amendment authorized by a Debtor about work collateral or about the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR COLONIAL BANK, individually and as Agent

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Debtor: Taylor, Bean & Waltaker Mortgage Corp.

Filed with FL Secured Transactions Registry (49562/228339)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

000409.106982.4

EXHIBIT A
to UCC-3 Financing Statement Amendment

Debtor/Seller: Taylor, Bean & Whitaker Mortgage Corp.
315 N.E. 14th Street
Ocala, FL 34470

Secured Party/Buyer: Colonial Bank
201 East Pine Street, Suite 730
Orlando, FL 32801
Attention: Mortgage Warehouse Lending Division

The UCC Financing Statement to which this Exhibit A is attached and forms a part, covers all of the Debtor's/Seller's right, title and interest in, to and under each of the following items of property, whether now owned or hereafter acquired, now existing or hereafter created and wherever located (capitalized terms are defined in Annex I below):

- (a) The Collateral shall consist of:
- (i) All REO Property;
 - (ii) The Master Advance Account, the Investor Funding Account, the Administrative Account and any and all other accounts at any time maintained by or with Secured Party/Buyer or that in any way relate to the Overline Facility or the Collateral, any and all funds at any time held in such accounts, and any and all rights of Debtor/Seller to insurance payments made in respect of such accounts;
 - (iii) All now existing or hereafter acquired equipment, files, documents, instruments, surveys, certificates, correspondence, appraisals, computer programs, tapes, discs, cards, accounting records and other books, records, information and data of Debtor/Seller relating to the Collateral (including all such items necessary or helpful in the administration or servicing of the Collateral);
 - (iv) To the extent not otherwise included in the Collateral, all now existing or hereafter arising goods, investment property, documents, accounts, chattel paper, general intangibles (including payment intangibles), instruments, deposit accounts, letter of credit rights, supporting obligations, commercial tort claims and software (as each such term is defined in Article 9);
 - (v) All Investor Commitments, now existing or hereafter arising, covering any part of the Purchased Loans, all rights to deliver Purchased Loans to investors and other purchasers pursuant thereto and all proceeds resulting from the disposition of Purchased Loans pursuant thereto;
 - (vi) All rights of Debtor/Seller to service, administer and/or collect any of the Purchased Loans at any date (but, in each case, only until the Repurchase Price for each Purchased Loan has been fully and finally paid to Secured Party/Buyer in accordance with the Master Repurchase Agreement), including, without limitation, (i) all rights of Debtor/Seller under any contracts to service and administer such Purchased Loans, (ii) all rights of Debtor/Seller to receive payments in connection therewith, whether on account of the performance of services, upon the termination of such servicing rights or otherwise (including, without limitation, payments due from mortgagors and proceeds of FHA mortgage insurance and VA guarantee claims or other proceeds of foreclosure or other realization or recoveries on defaulted Purchased Loans as reimbursement for any advances made by Debtor/Seller with respect to the payment of principal and interest to investors, the payment of taxes and insurance and other advances made by Debtor/Seller in connection with the servicing of such Purchased Loans), and (iii) all rights, if any, with

respect to the placement of escrow deposits associated with such Purchased Loans and all rights, if any, of Debtor/Seller to the payment of money with respect thereto;

- (vi) All rights of Debtor/Seller in, to and under any Hedging Arrangements entered into to protect Debtor/Seller against changes in the value of Purchased Loans or the Collateral, including without limitation, all rights to payment arising under such Hedging Arrangements;
 - (vii) The Key Man Policy and all claims, options, privileges, rights, title and interest therein and thereunder;
 - (viii) All Net Cash Proceeds; and
 - (ix) All Proceeds of the foregoing Collateral described in this paragraph (a) of Exhibit A to this UCC-3 financing statement amendment.
- (b) The Collateral further shall consist of:
- (i) The Servicing Collateral; and
 - (ii) All Proceeds of the Servicing Collateral.
- (c) The Collateral further shall consist of:
- (i) All Accounts including, but not limited to, all Receivables;
 - (ii) All Contract Rights including, but not limited to, all of the Contract Documents;
 - (iii) All General Intangibles including, but not limited to, all Payment Intangibles and Servicing Rights;
 - (iv) All Instruments;
 - (v) All Non-Purchased Loans and Non-Advanced REO Property, now owned or hereafter acquired by Debtor/Seller and which are from time to time delivered or caused to be delivered to Secured Party/Buyer (including delivery to a third party on behalf of Secured Party/Buyer), or come into the possession, custody or control of Secured Party/Buyer, or are identified to Secured Party/Buyer as collateral by any other means or method, whether or not Secured Party/Buyer has possession of the related promissory note or REO Mortgage, as applicable, for the purpose of assignment or pledge or to secure the Obligations of Debtor/Seller to Secured Party/Buyer, including, without limitation:
 - (1) all notes, all mortgages, deeds to secure debt, trust deeds and security agreements evidencing, securing, guaranteeing or otherwise relating to such Mortgage Loans, all rights to payment thereunder, all rights in the real and personal property securing payment of the indebtedness of the obligors thereunder, or that are the subject of such Non-Purchased Loans and Non-Advanced REO Property, all rights under documents related thereto, such as guaranties and insurance policies (issued by governmental agencies or otherwise), including, without limitation, mortgage and title insurance policies, binders and commitments, fire and extended coverage insurance policies (including the right to any return premiums) and, if applicable, flood and earthquake insurance policies, participation certificates or agreements, FHA insurance and VA guaranties, and all rights, if any, in cash deposits consisting of impounds, insurance premiums or other funds held on account thereof;

- (2) All financing statements perfecting the security interest of any of the Non-Purchased Loans or in the real and personal property securing any such Non-Purchased Loans and Non-Advanced REO Property;
- (3) All Investor Commitments or purchase and sale agreements, now existing or hereafter arising, covering any part of the Non-Purchased Loans and the Non-Advanced REO Property, all rights to deliver Non-Purchased Loans to investors and other purchasers pursuant thereto and all proceeds resulting from the disposition of such Non-Purchased Loans and Non-Advanced REO Property pursuant thereto;
- (4) All now existing or hereafter arising rights to service, administer and/or collect any Non-Purchased Loans and Non-Advanced REO Property at any date, and all rights to the payment of money on account of such servicing, administration or collection activities but, in each case, only until the security interest of Secured Party/Buyer in the applicable Non-Purchased Loan and Non-Advanced REO Property being serviced by Debtor/Seller is released by Secured Party/Buyer in accordance with this Agreement;
- (5) All deposit and other accounts at any time maintained by Secured Party/Buyer and any and all funds at any time held in such accounts, and any and all rights of Debtor/Seller to insurance payments made in respect of such accounts;
- (6) All rights of Debtor/Seller to service and administer any Non-Purchased Loans and Non-Advanced REO Property (but only until the security interest of Secured Party/Buyer in the applicable Non-Purchased Loan or Non-Advanced REO Property, as applicable, being serviced by Debtor/Seller is released by Secured Party/Buyer in accordance with this Agreement), including, without limitation, (A) all rights of Debtor/Seller under any contracts to service and administer such Non-Purchased Loans and Non-Advanced REO Property, (B) all rights of Debtor/Seller to receive payments in connection therewith, whether on account of the performance of services, upon the termination of such servicing rights or otherwise (including, without limitation, payments due from mortgagors and proceeds of FHA mortgage insurance and VA guarantee claims or other proceeds of foreclosure or other realization or recoveries on defaulted Non-Purchased Loans and Non-Advanced REO Property as reimbursement for any advances made by Debtor/Seller with respect to the payment of principal and interest to investors, the payment of taxes and insurance and other advances made by Debtor/Seller in connection with the servicing of such Non-Purchased Loans and Non-Advanced REO Property), and (C) all rights, if any, with respect to the placement of escrow deposits associated with such Non-Purchased Loans and Non-Advanced REO Property and all rights, if any, of Debtor/Seller to the payment of money with respect thereto;
- (7) All now existing or hereafter acquired equipment, files, documents, instruments, surveys, certificates, correspondence, appraisals, computer programs, tapes, discs, cards, accounting records and other books, records, information and data of Debtor/Seller relating to the foregoing Collateral described in this paragraph (c)(v) of Exhibit A to this UCC-3 financing statement amendment (including all such items necessary or helpful in the administration or servicing of such Collateral); and
- (8) All now existing or hereafter arising accounts, chattel paper, general intangibles (including payment intangibles), instruments and software (as each such term is defined in Article 9) constituting or relating to any of the foregoing Collateral described in this paragraph (c)(v) of Exhibit A to this UCC-3 financing statement amendment; and

- (vi) All equipment and fixtures (as such terms are defined in Article 9) comprising part of foreclosed single family residential properties owned by Debtor/Seller and mortgaged to Secured Party/Buyer;
 - (vii) All Hedging Arrangements, now existing or hereafter arising;
 - (viii) All Software relating to any of the foregoing Collateral; and
 - (ix) All Proceeds of any and all of the foregoing Collateral described in this paragraph (c) of Exhibit A to this UCC-3 financing statement amendment.
- (d) The Collateral further shall consist of:
- (i) The Pledged Shares;
 - (ii) All other Pledged Property, whether now or hereafter delivered to Secured Party/Buyer under the Pledge Agreement; and
 - (iii) All Proceeds of any of the foregoing Collateral described in this paragraph (d) of Exhibit A to this UCC-3 financing statement amendment.
- (e) The Collateral further shall consist of:
- (i) The Natixis Servicing Rights, as well as all other present and future rights and interests of Debtor/Seller in such Natixis Servicing Rights;
 - (ii) Each related NATIXIS Servicing Contract and all rights and claims thereunder;
 - (iii) The Distribution Account and the Collection Account (each as defined in the NATIXIS Loan Agreement);
 - (iv) Each Acknowledgement Agreement and all rights and claims thereunder;
 - (v) All books and records, including computer disks and other records, related to the foregoing;
 - (vi) The Additional Collateral (as defined in the NATIXIS Intercreditor Agreement);
 - (vii) All "accounts," "chattel paper" and "general intangibles" as defined in Article 9 relating to or constituting any of the foregoing; and
 - (viii) All monies due or to become due with respect to the foregoing and all Proceeds of the foregoing.
- (f) The Collateral further shall consist of:
- (i) Purchased Loans
 - (1) All Purchased Loans;
 - (2) all Purchased Loans Support;
 - (3) all rights to deliver Purchased Loans to investors and other purchasers and all proceeds resulting from the disposition of Purchased Loans pursuant thereto, including the Debtor/Seller's right and entitlement to receive the entire purchase price paid for Purchased Loans sold;

- (4) all Hedging Arrangements relating to or constituting any and all of the foregoing or relating to the Obligations, including all rights to payment arising under such Hedging Arrangements;
 - (5) all servicing rights in respect of any of the Purchased Loans; and
 - (6) all of the Debtor/Seller's rights now or hereafter existing in, to or under any MBS secured by, created from or representing any interest in any of the Purchased Loans, whether now owned or hereafter acquired by the Debtor/Seller, and whether such MBS are evidenced by book entry or certificate (the Secured Party/Buyer's ownership interest and security interest in each MBS created from, based on or backed by Purchased Loans shall automatically exist in, attach to, cover and affect all of the Debtor/Seller's right, title and interest in that MBS when issued and its proceeds and the Secured Party/Buyer's ownership interest and security interest in the Purchased Loans from which such MBS was so created shall automatically terminate and be released when such MBS is issued, subject to automatic reinstatement if such issuance is voided or set aside by any court of competent jurisdiction), all right to the payment of monies and non-cash distributions on account of any of such MBS and all new, substituted and additional securities at any time issued with respect thereto.
- (ii) Related Accounts, Payment Intangibles, General Intangibles.
- (1) All accounts, payment intangibles, general intangibles, instruments, documents (including documents of title), chattel paper, contract rights and proceeds, whether now or hereafter existing (including all of the Debtor/Seller's present and future rights to have and receive interest and other compensation, whether or not yet accrued, earned, due or payable), under or arising out of or relating to the Purchased Loans;
 - (2) all instruments, documents or writings evidencing any such accounts, payment intangibles, general intangibles or proceeds or evidencing any monetary obligation under, or security interest in, any of the Purchased Loans, all other papers delivered to the Secured Party/Buyer, and all other rights transferred to the Secured Party/Buyer, in respect of any of the Purchased Loans, including, without limitation, the right to collect, have and receive all insurance proceeds (including, but not limited to, casualty insurance, mortgage insurance, pool insurance and title insurance proceeds) and condemnation awards or payments in lieu of condemnation which may be or become payable in respect of the Mortgaged Premises securing or intended to secure any Purchased Loan, and other personal property of whatever kind relating to any of the Purchased Loans, in each case whether now existing or hereafter arising, accruing or acquired;
 - (3) all security for or claims against others in respect of the Purchased Loans;
 - (4) all Proceeds and rights to proceeds of any sale or other disposition of any or all of the Purchased Loans; and
 - (5) the nonexclusive right to use (in common with the Debtor/Seller and any other secured party that has a valid and enforceable security interest therein and that agrees that its security interest is similarly nonexclusive) the Debtor/Seller's operating systems to manage and administer the Purchased Loans and any of the related data and information described above, or that otherwise relates to the Purchased Loans, together with the media on which the same are stored to the extent stored with material information or data that relates to property other than the Purchased Loans (tapes, discs, cards, drives, flash memory or any other kind of physical or virtual data or information storage media or systems, and the

Debtor/Seller's rights to access the same, whether exclusive or nonexclusive, to the extent that such access rights may lawfully be transferred or used by the Debtor/Seller's permittees), and any computer programs that are owned by the Debtor/Seller (or licensed to the Debtor/Seller under licenses that may lawfully be transferred or used by the Debtor/Seller's permittees) and that are used or useful to access, organize, input, read, print or otherwise output and otherwise handle or use such information and data.

- (iv) Deposit Accounts. The Investor Funding Account, the Master Advance Account, Controlled Disbursement Account and Administrative Account and all sums from time to time on deposit in each of such accounts.
- (v) Purchased Loans Records. All Purchased Loans Records.
- (vi) Claims and Causes of Actions. All claims and causes of actions in which the Debtor/Seller has or may have against any Person, including but not limited to, tort claims and commercial tort claims, arising out of or relating to any of the foregoing, and the products and Proceeds thereof.
- (vii) Other Rights. All rights to have and receive any of the Purchased Loans described above, all accessions or additions to and substitutions for any of such Purchased Loans, together with all renewals and replacements of any of such Purchased Loans, all other rights and interests now owned or hereafter acquired by the Debtor/Seller in, under or relating to any of such Purchased Loans or referred to above and all products and Proceeds of any of such Purchased Loans.

IT IS THE EXPRESS INTENTION OF THE DEBTOR/SELLER AND THE SECURED PARTY/BUYER THAT THE TRANSACTIONS UNDER THE MASTER REPURCHASE AGREEMENT ARE PURCHASES AND SALES. THIS FINANCING STATEMENT IS INTENDED TO PERFECT (1) A SALE OF ACCOUNTS, TO THE EXTENT THAT ANY OF THE PROPERTY DESCRIBED IN PARAGRAPH (D) OF EXHIBIT A TO THIS UCC-3 FINANCING STATEMENT AMENDMENT CONSTITUTES ACCOUNTS, AND (2) A FIRST AND PRIOR SECURITY INTEREST IN THE PROPERTY DESCRIBED IN PARAGRAPH (F) OF EXHIBIT A TO THIS UCC-3 FINANCING STATEMENT AMENDMENT IF, CONTRARY TO THE PARTIES' INTENT, ONE OR MORE TRANSACTIONS UNDER THE MASTER REPURCHASE AGREEMENT ARE RECHARACTERIZED AS LOANS BY ANY COURT OF COMPETENT JURISDICTION.

This financing statement is to be filed in the Florida Secured Transaction Registry. A list of all Purchased Loans then subject to this Financing Statement is available upon reasonable request from the Secured Party/Buyer at its above-stated address.

The security interest in the Debtor/Seller's Servicing Rights referred to in this UCC-3 financing statement is subject and subordinate in each and every respect (a) to all rights, powers and prerogatives of Freddie Mac under and in connection with Purchase Documents, as that term is defined in the Freddie Mac Sellers' & Servicers' Guide, which rights included, without limitation, the right of Freddie Mac to disqualify the Debtor/Seller named herein as an approved Freddie Mac seller/servicer, with or without cause, and the right to terminate the unitary, indivisible master servicing contract and to transfer and sell all or any portion of said servicing contract, as provided in the Purchase Documents; and (b) to all claims of Freddie Mac arising out of any and all defaults and outstanding obligations of the Debtor/Seller to Freddie Mac.

Notwithstanding anything to the contrary contained herein:

- (1) The property subject to the security interest reflected in this instrument includes all of the right, title and interest of the Debtor/Seller in certain mortgages ("Pooled Mortgages") pooled under the

mortgage-backed securities program of the Ginnie Mae, pursuant to section 306(g) of the National Housing Act, 12 U.S.C. §1721(g);

- (2) To the extent that the security interest reflected in this instrument relates in any way to the Pooled Mortgages, such security interest is subject and subordinate to all rights, powers and prerogatives of Ginnie Mae, whether now existing or hereafter arising, under and in connection with: (i) 12 U.S.C. §1721(g) and any implementing regulations; (ii) the terms and conditions of that certain Acknowledgment Agreement, with respect to the Security Interest, by and between the Debtor/Seller and the Secured Party/Buyer; (iii) applicable Guaranty Agreements and contractual agreements between Ginnie Mae and the Debtor/Seller; and (iv) applicable versions of the GNMA Mortgage-Backed Securities Guide, Handbook 5500.1, the Ginnie Mae Mortgage-Backed Securities Guide, Handbook 5500.2, the Ginnie Mae Mortgage-Backed Securities Guide, Handbook 5500.3, and other applicable guides, as each of such versions is amended from time to time; and
- (3) Such rights, powers and prerogatives of Ginnie Mae include, but are not limited to, Ginnie Mae's right, by issuing a letter of extinguishment to Debtor/Seller, to effect and complete the extinguishment of all redemption, equitable, legal or other right, title or interest of the Debtor/Seller in the Pooled Mortgages, in which event the security interest as it relates in any way to the Pooled Mortgages shall instantly and automatically be extinguished as well.

**ANNEX I
to EXHIBIT A
to UCC-3 Financing Statement**

Definitions

"Accounts" shall have the meaning given to such term in Article 9.

"Acknowledgement Agreement" shall have the meaning set forth in the Second Lien Agreement or the Security Agreement.

"Administrative Account" means Account No. xxxxxx5030 maintained in the name of the Debtor/Seller with the Secured Party/Buyer at the office of the Secured Party/Buyer located at 201 East Pine Street, Orlando, Florida 32801.

"Affiliate" means and includes, with respect to a specified Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person, whether through the ownership of voting securities, by contract or otherwise. *"Control"* as used herein means the power to direct the management and policies of such Person.

"Article 9" shall mean Article 9 (Secured Transactions) of the Uniform Commercial Code as adopted and applicable in the State of Florida and/or any other jurisdiction the laws of which may be applicable to the property constituting collateral from time to time.

"Basic Papers" shall have the meaning set forth in the Master Repurchase Agreement.

"Contract Documents" shall have the meaning set forth in the Overline Facility Security Agreement.

"Contract Rights" shall have the meaning set forth in the Overline Facility Security Agreement.

"Controlled Disbursement Account" means Account No. xxxxxx6699 maintained in the name of the Debtor/Seller with the Secured Party/Buyer at the office of the Secured Party/Buyer located at 201 East Pine Street, Orlando, Florida 32801.

"Debtor/Seller" means Taylor, Bean & Whitaker Mortgage Corp., and its successors and assigns.

"Eligible Loans" shall have the meaning set forth in the Master Repurchase Agreement.

"Facilities" shall have the meaning set forth in the Master Repurchase Agreement.

"Facilities Papers" shall have the meaning set forth in the Master Repurchase Agreement.

"Fannie Mae" means the Federal National Mortgage Association and any successor.

"FHA" means the Federal Housing Administration and any successor.

"Freddie Mac" means the Federal Home Loan Mortgage Corporation and any successor.

"Freddie Mac Guide" shall have the meaning set forth in the Second Lien Agreement.

"General Intangibles" shall have the meaning given to such term in Article 9.

"Ginnie Mae" means the Government National Mortgage Association and any successor.

"Hazard Insurance Policy" shall have the meaning set forth in the Master Repurchase Agreement.

"Hedging Arrangements" shall have the meaning set forth in the Master Repurchase Agreement.

"Instruments" shall have the meaning given to such term in Article 9.

"Investor Commitment" shall have the meaning set forth in the Master Repurchase Agreement.

"Investor Funding Account" means Account No. XXXXX9354 maintained in the name of the Debtor/Seller with the Secured Party/Buyer at the office of the Secured Party/Buyer located at 201 East Pine Street, Orlando, Florida 32801.

"Key Man Policy" shall have the meaning set forth in the Master Repurchase Agreement.

"Lien" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"Loan Papers" means the Mortgage Note and all of the other papers related to the establishment of a Purchased Loan and the creation, perfection and maintenance of its lien and lien priority for such Purchased Loan, including its Basic Papers and its Supplemental Papers and including any papers securing, guaranteeing or otherwise related to or delivered in connection with any Purchased Loan, in a form acceptable to the Secured Party/Buyer (including any guaranties, lien priority agreements, security agreements, mortgages, deeds of trust, collateral assignments of the Debtor/Seller's interest in underlying obligations or security, subordination agreements, negative pledge agreements, loan agreements and title, mortgage, pool and casualty insurance policies), as any such Loan Paper may be supplemented, amended, restated or replaced from time to time.

"Margin Call" shall have the meaning set forth in the Master Repurchase Agreement.

"Master Advance Account" means Account No. xxxxxx9362 maintained in the name of the Debtor/Seller with the Secured Party/Buyer at the office of the Secured Party/Buyer located at 201 East Pine Street, Orlando, Florida 32801.

"Master Repurchase Agreement" means the Amended and Restated Master Repurchase Agreement dated as of June 30, 2009, by and between the Debtor/Seller and Colonial Bank, as the buyer, as supplemented, amended or restated from time to time.

"MBS" means a mortgage pass-through security, collateralized mortgage obligation, Real Estate Mortgage Investment Conduit ("REMIC") or other security that (i) is based on and backed by an underlying pool of Mortgage Loans and (ii) provides for payment by its issuer to its holder of specified principal installments and/or a fixed or floating rate of interest on the unpaid balance and for all prepayments to be passed through to the holder, whether issued in certificated or book-entry form and whether or not issued, guaranteed, insured or bonded by Ginnie Mae, Fannie Mae, Freddie Mac, an insurance company, a private issuer or any other investor.

"Mortgage" means a mortgage, deed of trust, deed to secure debt, security deed or other mortgage instrument or similar evidence of lien legally effective in the United States jurisdiction where the relevant real property is located to create and constitute a valid and enforceable Lien, subject only to Permitted Encumbrances, on the fee simple or long term ground leasehold estate in improved real property.

"Mortgage Loan" shall have the meaning set forth in the Master Repurchase Agreement.

"Mortgage Note" means a promissory note secured by a Mortgage.

"Mortgaged Premises" means the Property securing a Mortgage Loan.

"NATIXIS" means NATIXIS Real Estate Capital Inc., a New York corporation, formerly known as IXIS Real Estate Capital Inc., and its legal representatives, successors and assigns.

"Natixis Intercreditor Agreement" means that certain Amended and Restated Intercreditor and Lien Subordination Agreement, entered into on or about November 30, 2007, by and among the Debtor/Seller, Secured Party/Buyer, individually and as agent, Natixis, individually and as agent, and the lenders a party to the Servicing Facility Agreement, as modified, as amended by that certain Reaffirmation and Amendment thereto dated October 31, 2008, as the same may be further modified, amended, supplemented or restated from time to time.

"NATIXIS Loan Agreement" means the Amended and Restated Loan and Security Agreement, dated as of November 30, 2008, by and among Debtor/Seller and NATIXIS, as a lender and as agent for the lenders, and the other lenders from time to time becoming parties thereto, relating to the NATIXIS Facility, and any and all modifications, amendments, supplements or restatements thereof.

"NATIXIS Servicing Contract" shall mean each and every servicing contract between Freddie Mac and Debtor/Seller with respect to Mortgage Loans or pools containing Mortgage Loans covered by or associated with Debtor/Seller's Freddie Mac Seller/Servicer number **142080**, and any and all modifications, amendments, supplements or restatements thereof.

"NATIXIS Servicing Rights" shall mean, as of any date of determination, with respect to all Mortgage Loans or pools containing Mortgage Loans covered by or associated with Debtor/Seller's Freddie Mac Seller/Servicer number 142080, all of Debtor/Seller's right, title and interest in, to and under the related NATIXIS Servicing Contracts, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such NATIXIS Servicing Contracts, including without limitation, the right (a) to receive the servicing fee income payable after the related funding date (including without limitation, any uncollected fees), (b) to receive reimbursement for any advances, (c) any and all ancillary income received after the related funding date, (d) to hold and administer the related escrow account balances, (e) to hold and administer, in accordance with the Freddie Mac Guide, the related principal and interest custodial account, the custodial file, and the mortgage file arising from or connected to the servicing of such Mortgage Loan, and (f) all proceeds, income, profits, rents and products of any of the foregoing.

"Net Cash Proceeds" shall have the meaning set forth in the Master Repurchase Agreement.

"Non-Advanced REO Property" shall have the meaning set forth in the Overline Facility Security Agreement.

"Non-Purchased Loans" shall have the meaning set forth in the Overline Facility Security Agreement.

"Obligations" shall have the meaning set forth in the Master Repurchase Agreement.

"Overline Facility" shall have the meaning set forth in the Master Repurchase Agreement.

"Overline Facility Security Agreement" means the Amended and Restated Security Agreement dated as of June 30, 2009, by and between the Debtor/Seller and Colonial Bank, as supplemented, amended or restated from time to time.

"Payment Intangibles" shall have the meaning given to such term in Article 9.

"Permitted Encumbrances" shall have the meaning set forth in the Master Repurchase Agreement.

"Person" means and includes any corporation, natural person, firm, joint venture, partnership, limited liability company, trust, unincorporated organization, government or any political subdivision, department, agency or instrumentality of any government.

"Pledge Agreement" means the Amended and Restated Pledge Agreement dated as of June 30, 2009, by and between the Debtor/Seller, as pledgor, and Colonial Bank, as pledgee, as supplemented, amended or restated from time to time.

"Pledged Shares" shall have the meaning set forth in the Pledge Agreement.

"Pledged Property" shall have the meaning set forth in the Pledge Agreement.

"Proceeds" shall have the meaning given to such term in Article 9.

"Property" means any interest of a Person in any kind of property, whether real, personal or mixed, tangible or intangible, including the Purchased Loans.

"Purchased Loans" means, the Eligible Loans and any other Mortgage Loans which are not Eligible Loans approved by the Secured Party/Buyer, in its sole and absolute discretion, that are sold by the Debtor/Seller to the Secured Party/Buyer. In addition, the term "Purchased Loans" shall also include all assets and properties described in paragraph (f) of Exhibit A to this UCC-3 financing statement amendment.

"Purchased Loans Records" means books, records, ledger cards, files, papers, documents, instruments, certificates, appraisal reports journals, reports, correspondence, customer lists, information and data that describes, catalogs or lists such information or data, computer printouts, media (tapes, discs, cards, drives, flash memory or any other kind of physical or virtual data or information storage media or systems) and related data processing software (subject to any licensing restrictions) and similar items that at any time evidence or contain information relating to any of the Purchased Loans, and other information and data that is used or useful for managing and administering the Purchased Loans, together with the nonexclusive right to use (in common with the Debtor/Seller and any other secured party that has a valid and enforceable security interest therein and that agrees that its security interest is similarly nonexclusive) the Debtor/Seller's operating systems to manage and administer any of the Purchased Loans and any of the related data and information described above, or that otherwise relates to the Purchased Loans, together with the media on which the same are stored to the extent stored with material information or data that relates to property other than the Purchased Loans (tapes, discs, cards, drives, flash memory or any other kind of physical or virtual data or information storage media or systems), and the Debtor/Seller's rights to access the same, whether exclusive or nonexclusive, to the extent that such access rights may lawfully be transferred or used by the Debtor/Seller's permittees, and any computer programs that are owned by the Debtor/Seller (or licensed to the Debtor/Seller under licenses that may lawfully be transferred or used by the Debtor/Seller's permittees) and that are used or useful to access, organize, input, read, print or otherwise output and otherwise handle or use such information and data.

"Purchased Loans Support" means all property (real or personal) assigned, hypothecated or otherwise securing any Purchased Loans and includes any security agreement or other agreement granting a lien or security interest in such real or personal property, including:

- (i) all Loan Papers, whether now owned or hereafter acquired, related to, and all private mortgage insurance on, any Purchased Loans, and all renewals, extensions, modifications and replacements of any of them;
- (ii) all rights, liens, security interests, guarantees, insurance agreements and assignments accruing or to accrue to the benefit of the Debtor/Seller in respect of any Purchased Loan;

(iii) all of the Debtor/Seller's rights, powers, privileges, benefits and remedies under each and every paper now or hereafter securing, insuring, guaranteeing or otherwise relating to or delivered in connection with any Purchased Loan, including all guarantees, lien priority agreements, security agreements, deeds of trust, Purchased Loans assignments, subordination agreements, negative pledge agreements, loan agreements, management agreements, development agreements, design professional agreements, payment, performance or completion bonds, title and casualty insurance policies and mortgage guaranty or insurance contracts;

(iv) all of the Debtor/Seller's rights, to the extent assignable, in, to and under any and all commitments issued by (1) Ginnie Mae, Fannie Mae, Freddie Mac, another mortgage company or any other investor or any buyer or securities issuer to guarantee, purchase or invest in any of the Purchased Loans or any MBS based on or backed by any of them or (2) any broker or investor to purchase any MBS, whether evidenced by book entry or certificate, representing or secured by any interest in any of the Purchased Loans, together with the proceeds arising from or pursuant to any and all such commitments;

(v) all rights under every Hazard Insurance Policy relating to real estate securing a Purchased Loan for the benefit of the creditor of such Purchased Loan, the proceeds of all errors and omissions insurance policies and all rights under any blanket hazard insurance policies to the extent they relate to any Purchased Loan or its security and all hazard insurance or condemnation proceeds paid or payable with respect to any of the Purchased Loans and/or any of the property securing payment of any of the Purchased Loans or covered by any related instrument;

(vi) all present and future claims and rights of the Debtor/Seller to have, demand, receive, recover, obtain and retain payments from, and all proceeds of any nature paid or payable by, any governmental, quasi-governmental or private mortgage guarantor or insurer (including VA, FHA or any other Person) with respect to any of the Purchased Loans; and

(vii) all tax, insurance, maintenance fee and other escrow deposits or payments made by the Customers under such Purchased Loans (the Secured Party/Buyer acknowledge that the Debtor/Seller's rights in such deposits are limited to the rights of an escrow agent and such other rights, if any, in and to such deposits as are accorded by the Purchased Loans and related papers) and all monies, accounts, deposit accounts, payment intangibles and general intangibles, however designated or maintained, constituting or representing so-called "completion escrow" funds or "holdbacks", and being Purchased Loans' proceeds recorded as disbursed but that have not been paid over to the seller of the subject Mortgaged Premises (the purchase of which is financed by such Purchased Loan), but that are instead being held by the Debtor/Seller or by a third party escrow agent pending completion of specified improvements or landscaping requirements for such Mortgaged Premises.

"Receivables" shall have the meaning set forth in the Overline Facility Security Agreement.

"REO Mortgage" shall have the meaning set forth in the Master Repurchase Agreement.

"REO Property" shall have the meaning set forth in the Master Repurchase Agreement.

"Repurchase Price" shall have the meaning set forth in the Master Repurchase Agreement.

"Second Lien Agreement" means the Amended and Restated Second Lien Security Agreement dated as of June 30, 2009, by and between the Debtor/Seller and Colonial Bank, as supplemented, amended or restated from time to time.

"Secured Party/Buyer" means Colonial Bank, and its successors and assigns.

"Security Agreement" means the Amended and Restated Mortgage Warehouse Loan and Security Agreement, dated as of June 30, 2009, by and between the Debtor/Seller, as debtor, and the Secured

Party/Buyer, as secured party, as the same may be further modified, amended, supplemented or restated from time to time.

"*Servicer*" means a Person (which may — or shall — mean the Debtor/Seller if the context permits — or requires — it) retained by the owner (or a trustee for the owner) of Mortgage Loans to service them under a Servicing Agreement.

"*Servicing Agreement*" means, with respect to any Person, the arrangement — whether or not in writing — pursuant to which that Person acts as servicer of Mortgage Loans, whether owned by that Person or by others.

"*Servicing Collateral*" shall have the meaning set forth in the Master Repurchase Agreement.

"*Servicing Contracts*" shall have the meaning set forth in the Overline Facility Security Agreement.

"*Servicing Facility Agreement*" means the Sixth Amended and Restated Servicing Facility Loan and Security Agreement, dated as of May 15, 2009, by and among Sovereign Bank, as Agent, the lenders party thereto and the Debtor/Seller, as borrower, as modified, amended, supplemented or restated from time to time.

"*Servicing Rights*" means all Mortgage Loan servicing rights of Debtor/Seller under, and all interests of Debtor/Seller in, the Servicing Contracts, and all other Mortgage Loan servicing rights owned by Debtor/Seller (other than (i) Servicing Rights which are included in the collateral under the Servicing Facility Agreement and/or the Security Agreement and (ii) the servicing rights with respect to Mortgage Loans or pools containing Mortgage Loans covered by or associated with Debtor/Seller's FHLMC Seller/Servicer number 142080, which have been pledged by Debtor/Seller to NATIXIS under the NATIXIS Loan Agreement so long as such Mortgage Loans and pools of Mortgage Loans are so pledged to NATIXIS), including without limitation, the right to (a) collect all payments due under Mortgage Loans which are the subject of any such Servicing Contract, (b) retain servicing compensation, termination fees and other payments in connection with its servicing of such Mortgage Loans, (c) exercise the rights and remedies of "mortgagee" generally under such Mortgage Loans and (d) assign or terminate any such Servicing Contracts or Servicing Rights, and further, including without limitation, (x) all files, surveys, certificates, correspondence, appraisals, computer programs, tapes, disks, cards, accounting records, software, records and other data and materials of any nature whatsoever of Debtor/Seller relating to such Mortgage Loans being serviced by Debtor/Seller; (y) all credit and closing packages, custodial documents, servicing documents, escrow documents, mortgage documents and all other files, records and documents necessary to service such Mortgage Loans in accordance with Investor guidelines to the extent pertaining to such servicing, and (z) all income from such Mortgage Loans including, but not limited to, late charges, non-sufficient funds fees, assumption fees and all other incidental fees and charges to the extent such pertain to the servicing.

"*Software*" shall have the meaning set forth in the Master Repurchase Agreement.

"*Subsidiary*" means, with respect to any Person (herein referred to as the "*parent*"), any corporation, association or other business entity of which more than fifty percent (50%) of the securities or other ownership interests having ordinary voting power is, or with respect to which rights to control management (pursuant to any contract or other agreement or otherwise) are, at the time as of which any determination is being made, owned, controlled or held by the parent or one or more subsidiaries of the parent.

"*Supplemental Papers*" shall have the meaning set forth in the Master Repurchase Agreement.

"*VA*" means the Department of Veterans Affairs and any successor.