

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

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

**AGREED STIPULATION REGARDING TRANSFER OF
PURCHASED LOANS TO HYDE PARK SAVINGS BANK**

Hyde Park Savings Bank ("**Hyde Park**") and Taylor, Bean & Whitaker Mortgage Corp. (the "**Debtor**") hereby enter into this agreed stipulation (the "**Stipulation**") as follows:

RECITALS

WHEREAS, on August 1, 2007, Hyde Park entered into a Mortgage Loan Purchase and Sale Agreement (the "**MLPSA**") with the Debtor pursuant to which Hyde Park agreed to purchase mortgage loans and related loan documents (collectively, the "**Purchased Loans**") from the Debtor, with the Debtor, or its agent (sub-servicer), to continue as servicer of the loans ("**Servicing Rights**").

WHEREAS, each of the Purchased Loans is evidenced by a promissory note, each of which is secured by a mortgage on real estate duly recorded at the Suffolk County (Massachusetts) Registry of Deeds.

WHEREAS, under the terms of the MLPSA, the Debtor was designated as servicer of the Purchased Loans. Specifically, Section 11 of the MLPSA provides that:

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

WHEREAS, as further set forth in the Motion to Approve Stipulation Regarding Transfer of Servicing, the Parties desire to enter into this Stipulation to establish a procedure for the transfer of the servicing of the Purchased Loans.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Subject to the reservation of rights set forth below, the Debtor will: (i) transfer all servicing of the Purchased Loans and loan files related to the Purchased Loans to Hyde Park as successor servicer; and (ii) execute appropriate mortgage assignments for the Purchased Loans.

2. The Debtor shall turn over to Hyde Park all money received, or to be received, with respect to the Purchased Loans on or after the date of this Stipulation, as well as all prior funds received that have yet to be negotiated.

3. Immediately upon completion of the items set forth in paragraph one, Hyde Park shall pay to the Debtor the amount previously paid by the Debtor for servicing fees and advances in the amount of \$6,555.91.

4. The Parties reserve all rights in connection with matters not specifically addressed in this Stipulation, including without limitation, whether or not the Debtor retains rights, if any, to the Servicing Rights related to the Purchased Loans.

5. This Stipulation is binding on the Debtor, and all successors in interest, including without limitation any receiver, subsequently appointed Chapter 7 or Chapter 11 Trustee, or examiner.

6. The Parties agree to effectuate and implement this Stipulation immediately upon execution below by their respective counsel, while the Stipulation is pending court approval.

7. The parties agree that in the event that it is determined by the Bankruptcy Court after notice and hearing that an entity other than Hyde Park owns the Purchased Loans, Hyde Park agrees to (i) transfer all servicing of the Purchased Loans and loan files related to the Purchased Loans to an entity designated by the correct owner; and (ii) execute appropriate mortgage assignments for the Purchased Loans.

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SIGNATURES APPEAR ON FOLLOWING PAGES.]

HYDE PARK SAVINGS BANK

Richard L. Thompson

DocId: signed by Richard L. Thompson
Date: 11/25/09 16:28:43
Reason: I am approving the document
Doc: 7406-11-25-162843-40702

By: Richard L. Thompson
Its: Vice President

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.

By:
Its: