

C2019-43 | November 14, 2019

Topics Covered In This Announcement:

- Agency Products Eligible For Bayview Purchase - Expansion



BAYVIEW
LOAN SERVICING



Lakeview
LOAN SERVICING, LLC
CORRESPONDENT

Channels: Correspondent | Non-HFA

Products:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bayview Fannie Mae Conforming & High Balance | <input checked="" type="checkbox"/> Bayview Freddie Mac Conforming & Super Conforming |
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Topic: Expansion To Agency Products Eligible for Bayview Purchase

Effective Date: Immediately

In an effort to provide lenders with the best possible pricing, Lakeview Correspondent is expanding the eligibility criteria for agency loans to be bid and purchased under the Bayview Loan Servicing (BLS) name. Eligible loans will now include **owner occupied and second homes** in addition to **investment properties**.

As a reminder, in order for Lakeview Correspondent to actively bid agency products for BLS execution, the follow criteria must be met:

- **Clients must have a Mortgage Loan Purchase Agreement in place with Bayview Acquisitions, LLC. or the Amendment to Lakeview PSA – Designated Purchaser in place.** Attached is a sample of our Bayview MLPA and the Amendment to Lakeview PSA-Designated Purchaser. Please contact our Counterparty Risk Management Team at CRM@bayviewloanservicing.com to request a client specific agreement for execution.
- **Client post-closing teams must be familiar with the attached delivery requirements for BLS.** (Please see attached Quick Reference Guide – Bayview Conventional Loans which highlights important BLS specific information.)

All other aspects of loan delivery will remain the same. The BLS quick reference guide will be attached to all trade confirms. If you have any questions about this announcement, please contact your Business Development Director or Client Manager.

Bayview Loan Servicing, LLC invests in niche portfolio products that enable you to originate more loans for customers. Lakeview Loan Servicing, LLC invests in traditional agency, FHA, and VA products. If you have any questions regarding the information in this announcement, please contact your Business Development Director.

[Click here](#) to review our product matrix.



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Contact Us

85-LAKEVIEW (855-253-8439)

www.lakeviewcorrespondent.com

FLOW MORTGAGE LOAN PURCHASE AGREEMENT

THIS FLOW MORTGAGE LOAN PURCHASE AGREEMENT (the “Agreement”) is entered into and is effective as of this ____ day of _____, 201__ by and between _____, a _____ (the “Seller”), with its principal place of business at the address shown on Exhibit “A” attached hereto, and Bayview Acquisitions LLC, a Delaware limited liability company (the “Purchaser”), with its principal place of business at 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, Florida 33146.

WITNESSETH

WHEREAS, from time to time, the Seller desires to sell and the Purchaser desires to purchase, and/or for the benefit of Purchaser’s designee, on a servicing released basis and pursuant to the terms herein, certain eligible residential, whole mortgage loans (“Mortgage Loans”) that meet the requirements of the Seller Guide as administered by and subject to the review and approval of Bayview Loan Servicing, LLC (“BLS”) for purchase under the Seller Guide and this Agreement, such Mortgage Loans to be delivered on the related Purchase Date.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Seller Guide. In addition, as used in this Agreement, the following terms shall have the meanings specified below.

“Adjustment Date” means the date on which the interest rate changes for an ARM Mortgage Loan.

“Affiliate” means any Person or entity controlling, controlled by or under common Control with another Person or entity.

“Agency” means Fannie Mae or Freddie Mac, as applicable.

“Agency Guide” means the Fannie Mae Seller Guide or the Freddie Mac Seller Guide, each as amended, supplemented, or replaced from time to time, as the context may require.

“Anti-Money Laundering Laws” means, collectively, all applicable federal, state and local anti-money laundering laws, orders and regulations to the extent applicable to the Seller or its agent, including without limitation the USA PATRIOT Act of 2001, the Bank Secrecy Act and the regulations of the Office of Foreign Asset Control.

“Applicable Requirements” means, with respect to the Mortgage Loans: (a) all contractual obligations of the Seller, the Originator (if different from the Seller) and any Prior Servicer (if different from the Seller), including without limitation those contractual obligations contained in this Agreement, in any agreement with any Insurer or in the Mortgage Loan Documents for which the Seller, the Originator (if different from the Seller) and any Prior Servicer (if different from the Seller) was or is responsible; (b) all applicable federal, state and local legal and regulatory requirements (including statutes, rules, regulations and ordinances); (c) all other applicable requirements and guidelines of each governmental agency, board, commission, instrumentality and other governmental body or office having jurisdiction, and all applicable requirements and guidelines of any Insurer; (d) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs and injunctions, and (e) the reasonable and customary servicing practices of prudent lending institutions which service loans of the same type and credit quality as the Mortgage Loans in the respective jurisdictions in which the related Properties are located.

“Appraisal Independence Requirements” means those requirements set forth in Title XIV, Subtitle F, Section 1472 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203 (adding Section 129E to the Truth in Lending Act 15 U.S.C. 1631 et seq.) and any regulations promulgated pursuant thereto

“ARM Mortgage Loan” means a mortgage loan that allows the lender to adjust the interest rate in accordance with a specified index periodically and as agreed to at the origination of the Mortgage Loan.

“Assignment of Mortgage” means a document sufficient under the laws of the jurisdiction where the related Mortgaged Property is located to reflect all transfers of the Security Instrument.

“Cash-Out Refinance” means a Mortgage Loan whose proceeds are distributed for debt consolidation, cash-in-hand, payoff of non-seasoned closed-end subordinate mortgages and payoff of lines of credit with cash advances in the past 12 months.

“CFPB” means the Consumer Financial Protection Bureau, an agency created by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

“Claims” means any claim, demand or litigation.

“Closing File” means the file consisting of the related closing documents (which may be originals, copies or electronic images) pertaining to each Mortgage Loan, required by BLS in accordance with the Seller Guide (which may be specified in the Seller Guide, an exhibit to the Seller Guide or on any website referenced in the Seller Guide) BLS deems necessary for it to diligence the Mortgage Loan prior to its acquisition by Purchaser.

“Commission” means the United States Securities and Exchange Commission.

“Control” means the power to direct the management and policies of a person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and controlling and controlled shall have meanings correlative to the foregoing.

“Conventional Loan” means a Mortgage Loan other than an FHA Loan, an RHS Loan or a VA Loan.

“Credit File” means the file consisting of the related credit documents (which may be originals, copies or electronic images) pertaining to each Mortgage Loan, required by BLS in accordance with the Seller Guide (which may be specified in the Seller Guide, an exhibit to the Seller Guide or on any website referenced in the Seller Guide) that BLS deems necessary for it to diligence the Mortgage Loan prior to its acquisition by Purchaser.

“Custodian” means the custodian identified in the Seller Guide or any custodian designated by BLS on behalf of the Purchaser, and any successor in interest or permitted assign to such Custodian.

“Delegated Mortgage Loan” means, with respect to a Mortgage Loan, any Mortgage Loan other than a Non-Delegated Mortgage Loan.

“Delinquent” means, with respect to a Mortgage Loan, when part of the Borrower’s monthly installment of Principal, Interest and, where applicable, Escrow/Impound contractually due under the Mortgage Note is unpaid after the due date.

“Depositor” for purposes of Regulation AB means the depositor, as such term is defined in Regulation AB, with respect to any Securitization Transaction.

“Early Payment Default” has the meaning specified in Section 7.3 of this Agreement.

“EPD Fee” means \$1,500 for Mortgage Loans subject to an Early Payment Default.

“Event of Default” has the meaning specified in the Seller Guide.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Executive Order 13224” means an Executive Order effective September 24, 2001, which is designed to combat terrorist activities by restricting terrorist groups’ access to financial resources in the United States. The Executive Order included an initial list of designated “block persons.”

“Fannie Mae” means the government-sponsored enterprise formerly known as Federal National Mortgage Association, or any successor thereto.

“FHA” means the Federal Housing Administration of HUD, or any successor thereto.

“FHA Loan” means any Mortgage Loan that is subject to an insurance policy granted by the FHA and is eligible for reimbursement under such insurance policy.

“FHA MIC” means with respect to each FHA Loan, an FHA Mortgage Insurance Certificate evidencing that FHA has insured the FHA Loan.

“FHA Regulations” mean regulations promulgated by HUD under the Housing Act, codified in 24 Code of Federal Regulations, and other HUD issuances relating to mortgage loans insured by the FHA, including, without limitation, related handbooks, circulars, notices and mortgagee letters.

“Final Documents” means those documents set forth on **Exhibit “C”** hereto.

“FIRREA” means the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, Public Law 101-73, as amended.

“First Lien” means a lien that grants to the lienholder a claim against the property that, under the law of the jurisdiction where the Mortgaged Premises are located, is prior to the rights of all other lienholders.

“First Lien Mortgage” means a legal claim against property, wherein the value of the property is used as security in repayment of a debt, that must be satisfied first when the property is sold.

“Freddie Mac” means the government-sponsored enterprise formerly known as the Federal Home Loan Mortgage Corporation, or any successor thereto.

“Funding Documents” means (i) the Mortgage Note, endorsed to blank, (ii) a copy of the executed Mortgage along with evidence that it has been submitted for recording, (iii) all intervening assignments of Mortgage with evidence of recording thereon in the event that Seller did not originate the Mortgage, any assignments required by MERS, or any other assignments otherwise necessary to reflect that legal and beneficial title to the Mortgage rests in the Purchaser or its designee (which may be BLS); and all other documentation required by BLS in accordance with the Seller Guide (which may be specified in the Seller Guide, an exhibit to the Seller Guide or on any website referenced in the Seller Guide) that Purchaser requires to purchase the Mortgage Loan.

“Ginnie Mae” means the Government National Mortgage Association, and any successor thereto

“Government Loan” means an FHA Loan, an RHS Loan or a VA Loan.

“Governmental Authority” means any foreign, domestic, federal, territorial, state, or local governmental authority, quasi-governmental authority, instrumentality, court, government, or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing and, for purposes of determining the Seller’s obligations and the Purchaser’s rights, shall include the rules, regulations and any order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction, or other similar determination or finding by, before, or under the supervision of HUD, FHA, VA, the CFPB, Fannie Mae and Freddie Mac.

“Housing Act” means the National Housing Act of 1934, as amended.

“HOEPA” means the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. 1601 note, as amended, and its implementing regulations.

“HUD” means the Department of Housing and Urban Development of the United States of America.

“Insurer” means the FHA, VA or any private mortgage insurer which insures or guarantees any of the Mortgage Loans and providers of hazard, title or other insurance with respect to any of the Mortgage Loans or Mortgaged Properties.

“Investor” means Fannie Mae, Freddie Mac, Ginnie Mae, and/or a Private Investor, as applicable.

“Lender” has the meaning specified in Section 6.3 of this Agreement.

“Liabilities” means Claims, liabilities and obligations of every nature or kind, whether accrued, absolute, contingent or otherwise and whether asserted or unasserted, known or unknown and whether due or to become due.

“Lien” means any lien, claim, mortgage, security interest, pledge, charge, easement, servitude or other encumbrance of any kind, including any of the foregoing arising under any conditional sales or other title retention agreement.

“Loan Purchase Commitment Confirmation” shall have the meaning ascribed to it in Chapter 3 of the Seller Guide.

“Losses” means any and all losses, damages, deficiencies, Claims, costs or expenses, including actual attorney’s fees.

“MERS” means MERSCORP or Mortgage Electronic Registration Systems, Inc. and the MERS® System, an electronic registration system that tracks the mortgage rights of a loan.

“MERS Designated Mortgage Loan” means any Mortgage Loan that is registered with MERS.

“MERS Investor” means an “Investor” as such term is defined in the MERS® OnLine User Guide issued by MERS, as the same may be amended or replaced

“Monthly Payment” means the scheduled monthly payment of principal and interest on a Mortgage Loan.

“Mortgage Interest Rate” means the rate of interest in effect for the periodic installment due, as follows: (i) for fixed-rate mortgages or for ARM Mortgage Loans that have an initial fixed-rate period, the rate in effect during that period; and (ii) for ARM Mortgage Loans after any initial fixed-rate period, the sum of the applicable index and the mortgage margin (rounded as appropriate and subject to any per-adjustment or lifetime interest rate ceilings).

“Mortgage Loan” means a first-lien, residential, mortgage loan secured by one-to-four family dwellings sold on a servicing released basis to the Purchaser for the benefit of Purchaser’s designees by the Seller pursuant to the Agreement including all of the Seller’s rights, title and interest in and to the Mortgage Loan, including but not limited to, the Servicing Rights, the Mortgage Note, the Security Instrument, the Mortgage Loan File, the Monthly Payments, interests in any related insurance policies, and all other rights, benefits, proceeds and obligations arising from or in connection with such Mortgage Loan, and all other material and information collected by Seller in connection with the Mortgage Loan.

“Mortgage Loan Documents” means the Security Instrument and Mortgage Note, and any riders or addenda attached thereto.

“Mortgage Loan File” means, with respect to any Mortgage Loan, a file that includes all the documents required for delivery in the Credit File, the Closing File, or any additional documents required by the Seller Guide. The Mortgage Loan File will also include the Final Documents, to the extent applicable.

“Mortgage Loan Pool” means a pool of two or more Mortgage Loans sold to the Purchaser for the benefit of the Purchaser’s designees by the Seller on a Purchase Date.

“Mortgage Note” means the mortgage note, deed of trust note, security deed note or other form of promissory note executed by a Mortgagor and secured by a Mortgage evidencing the indebtedness of the Mortgagor under a Mortgage Loan, including any allonges or addenda thereto.

“Mortgaged Property” means any one- to-four family residence (at the time of origination) that is encumbered by a Security Instrument, including all buildings and fixtures thereon and all accessions thereto including installations of mechanical, electrical, plumbing, heating and air conditioning systems located in or affixed to such buildings, and all additions, alterations and replacements.

“Mortgagor” means any obligor under a Mortgage Note.

“Non-Delegated Mortgage Loan” means with respect to a Mortgage Loan, where BLS must diligence substantially all of the documentation underlying the Mortgage Loan, including, but not limited to, that information set forth in the Credit File, prior to purchase.

“OFAC Regulations” means the regulations promulgated by the Office of Foreign Asset Control of the United States Department of the Treasury, including 31 C.F.R. §§ 500-599, as amended. These regulations implement a variety of sanctions programs, including those in which persons are added from and removed from a “blocked persons” list maintained by the Office of Foreign Asset Control.

“Originator” means, with respect to any Mortgage Loan, either (i) the Seller or (ii) in the event that the seller has not originated such Mortgage Loan, the entity(ies) that (a) took the Mortgagor’s loan application; (b) processed the Mortgagor’s loan application, and (c) closed and/or funded the Mortgage Loan.

“Person” means an individual, corporation, limited liability company, partnership, joint venture, trust or unincorporated organization, or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

“Premium Recapture Amount” with respect to any Mortgage Loan shall mean any service release premium, yield spread and/or above par pricing with respect to such Mortgage Loan paid by the Purchaser to the Seller on the related Purchase Date, or any combination thereof.

“Prime Rate” means the prime rate as most recently published as the average such rate in *The Wall Street Journal*.

“Prior Servicer” means any party that was a servicer of any Mortgage Loan before Seller became the servicer of the Mortgage Loan.

“Private Investor” means, with respect to any Mortgage Loan, a person (excluding FHA, Fannie Mae, Freddie Mac, Ginnie Mae or VA) who has a beneficial interest in, or is a record owner of, such Mortgage Loan or any trustee acting on behalf of any such Person.

“Purchase Advice” means a purchase advice generated by BLS on behalf of the Purchaser and posted to BLS’s secure website for review and acknowledgment by the Seller regarding the purchase and sale of a Mortgage Loan or a Mortgage Loan Pool pursuant to this Agreement.

“Purchase Date” means the date or dates on which the Purchaser from time to time shall purchase for the benefit of Purchaser’s designee and the Seller from time to time shall sell, a Mortgage Loan or Mortgage Loan Pool.

“Purchase Documents” means each Purchase Advice, each Loan Purchase Commitment Confirmation, this Agreement, the Seller Guide, and all amendments supplements and replacements, and any other related documents and agreements between the Seller and the Purchaser regarding the sale of Mortgage Loans.

“Purchase Price” with respect to any Mortgage Loan or Mortgage Loan Pool means the price paid on the related Purchase Date by the Purchaser to the Seller as specified in the related Purchase Advice in exchange for the related Mortgage Loans in a Mortgage Loan Pool.

“Qualified Correspondent” for purposes of Regulation AB means any Person from which the Seller purchased Mortgage Loans, provided that the following conditions are satisfied: (i) such Mortgage Loans were originated pursuant to an agreement between the Seller and such Person that contemplated that such Person would underwrite mortgage loans from time to time, for sale to the Seller, in accordance with underwriting guidelines designated by the Seller (“Designated Guidelines”) or guidelines that do not vary materially from such Designated Guidelines; (ii) such Mortgage Loans were in fact underwritten as described in clause (i) above and were acquired by the Seller within 180 days after origination; (iii) either (x) the Designated Guidelines were, at the time such Mortgage Loans were originated, used by the Seller in origination of mortgage loans of the same type as the Mortgage Loans for the Seller’s own account or (y) the Designated Guidelines were, at the time such Mortgage Loans were

underwritten, designated by the Seller on a consistent basis for use by lenders in originating mortgage loans to be purchased by the Seller; and (iv) the Seller employed, at the time such Mortgage Loans were acquired by the Seller, pre-purchase or post-purchase quality assurance procedures (which may involve, among other things, review of a sample of mortgage loans purchased during a particular time period or through particular channels) designed to ensure that Persons from which it purchased mortgage loans properly applied the underwriting criteria designated by the Seller.

“Qualified Insurer” means an insurance company duly qualified as such under the laws of the states in which the Mortgaged Property are located, duly authorized and licensed in such states to transact the applicable insurance business and to write the insurance provided, approved as an insurer by Fannie Mae and Freddie Mac.

“Regulation AB” means Subpart 229.1100 – Asset Backed Securities (Regulation AB), 17 C.F.R. §§229.1100-229.1123, as such may be amended from time to time, and subject to such clarification and interpretation as have been provided by the Commission in the adopting release (Asset-Backed Securities, Securities Act Release No. 33-8518, 70 Fed. Reg. 1,506, 1,631 (Jan. 7, 2005)) or by the staff of the Commission, or as may be provided by the Commission or its staff from time to time.

“Repurchase Price” for any Mortgage Loan repurchased pursuant to Section 7.2 hereof means the sum of (i) the outstanding principal balance of such Mortgage Loan as of the date on which the last Monthly Payment was made, (ii) accrued but unpaid interest thereon at the Mortgage Interest Rate from the date on which the last Monthly Payment was made up to and including the repurchase date, (iii) any unpaid EPD Fee and/or price paid in excess of par by the Purchaser on the related Purchase Date, (iv) any interest, principal, or other advances made to investors and all out of pocket costs and expenses incurred of any kind by the Purchaser and (v) any additional amount that the Purchaser or any Affiliates is required to pay to repurchase the Mortgage Loan from any subsequent assignee.

“RHS” means the Rural Housing Service, a loan program administered by the United States Department of Agriculture.

“RHS Guaranty” means a guaranty granted by the RHS with respect to any RHS Loan.

“RHS Loan” means a Mortgage Loan having the benefit of an RHS Guaranty.

“SAFE Act” means the Secure and Fair Enforcement for Mortgage Licensing Act (12 U.S.C. 5101 et seq., and its implementing regulations, 12 CFR 1007, as amended, which mandates a nationwide licensing and registration system for residential mortgage loan originators.

“Securities Act” means the Securities Act of 1933, as amended.

“Securitization Transaction” means any transaction involving a sale or other transfer of one more beneficial interest certificates that are backed by some or all of the Mortgage Loans directly or indirectly to an issuing entity in connection with an issuance of rated or unrated, asset-backed securities.

“Security Instrument” means the applicable form of mortgage, deed of trust, deed to secure debt or security deed required under the Seller Guide, including any riders, creating a lien on the Mortgaged Property.

“Seller Guide” means the “Bayview Loan Servicing, LLC Seller Guide”, as such may be amended or supplemented from time to time.

“Seller Information” for purposes of Regulation AB has the meaning assigned thereto in Section 8.3(i)(A).

“Servicing Rights” means the right, title and interest in and to the non-recourse servicing of any Mortgage Loan, the related maintenance and servicing fee income and any and all ancillary income arising from or in connection with any Mortgage Loan.

“Subsequent Purchaser” has the meaning specified in Section 6.3 of this Agreement.

“Texas Equity Loan” means a Mortgage Loan originated in the State of Texas pursuant to Article XVI, Section 50(a)(6) of the Texas Constitution

“Third Party Originator” for purposes of Regulation AB means each Originator other than a Qualified Correspondent.

“Transfer Date” shall be the date on which servicing is transferred to the Purchaser’s servicer, which shall be no later than the date which is thirty (30) days after the related Purchase Date.

“VA” means the United States Department of Veterans Affairs, or any successor thereto.

“VA Guaranty” means a guaranty granted by the VA with respect to any VA Loan.

“VA LGC” means with respect to each VA Loan, the loan guaranty certificate evidencing the related VA Guaranty.

“VA Loan” means a Mortgage Loan guaranteed by the VA.

“VA Regulations” mean regulations promulgated by the VA pursuant to the Readjustment Act, codified in 38 Code of Federal Regulations, and other VA issuances relating to mortgage loans guaranteed by the VA, including, without limitation, related handbooks, circulars, notices and mortgage letters.

Section 1.2. General. The terms defined herein include the plural as well as the singular and the singular as well as the plural.

ARTICLE II. PURCHASE AND SALE OF MORTGAGE LOANS

Section 2.1. Purchase and Sale of Mortgage Loans. Pursuant to this Agreement and the Loan Purchase Commitment Confirmation, with respect to each Mortgage Loan or

Mortgage Loan Pool, as the case may be, on the related Purchase Date upon (i) satisfaction of all conditions precedent set forth herein and in the Seller Guide and (ii) upon payment of the related Purchase Price, the Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser and/or the Purchaser's designee, and the Purchaser hereby purchases from the Seller all of the Seller's right, title and interest in and to the related Mortgage Loans. Such conveyance shall include, without limitation, all rights in respect of the related Mortgage Loan or Mortgage Loan Pool, as the case may be, and any and all proceeds of the foregoing.

It is intended that the conveyance pursuant to the this Agreement of the Seller's right, title and interest in and to the property described in the first paragraph of this Section 2.1 shall constitute, and shall be construed as, a sale of such property and not a grant of a security interest to secure a loan. However, if such conveyance is deemed to be in respect of a loan, it is intended that (i) the rights and obligations of the parties shall be established pursuant to the terms of this Agreement; (ii) the Seller hereby grants to the Purchaser a first priority security interest in all of the Seller's right, title and interest in, to and under, whether now owned or hereafter acquired, the property described in the first paragraph of this Section; and (iii) this Agreement shall constitute a security agreement under applicable law.

Section 2.2. Purchase Price. The aggregate Purchase Price for the sale and transfer of each Mortgage Loan or Mortgage Loan Pool, as the case may be, shall be set forth on the related Purchase Advice. The Seller's sole recourse with respect to payment of the Purchase Price shall be to Purchaser.

Section 2.3. Payment of Purchase Price. The Purchase Price for a Mortgage Loan or Mortgage Loan Pool shall be paid by the Purchaser on the related Purchase Date, by wire transfer, in immediately available funds. Payment of the Purchase Price for a Mortgage Loan or Mortgage Loan Pool, as the case may be, is subject to the adjustments, pro rations and credits set forth in this Agreement.

Section 2.4. Interim Servicing. To the extent that any Mortgage Loans are being serviced by or on behalf of the Seller on the Purchase Date, the Seller shall undertake, or with the Purchaser's consent, cause a sub-servicer to undertake, the servicing obligations for the Mortgage Loans from the related Purchase Date to the Transfer Date for and on behalf of the Purchaser in accordance with all Applicable Requirements including, without limitation, the Seller Guide. To the extent not already done so, the Seller shall deliver all files relating to the servicing of the Mortgage Loans, including without limitation, all documents, reports, pay histories as of the Transfer Date and all ledgers necessary to service the Mortgage Loans, not later than three (3) days after the Transfer Date.

Any payments received by Seller after the Purchase Date shall be held by the Seller for the benefit of Purchaser and shall be endorsed over to the Purchaser.

ARTICLE III. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

As a material inducement to Purchaser to enter into this Agreement and each Purchase Document, the Seller represents and warrants to the Purchaser, as of both the date of execution

hereof and the related Purchase Date (with respect to any Mortgage Loan sold by the Seller to the Purchaser on such Purchase Date), the following:

Section 3.1. Due Organization and Authority. The Seller is duly organized, validly existing and in good standing under the laws of its formation, is qualified to transact business in, and is in good standing under, the laws of its formation, has all licenses, permits and registrations necessary to carry on its business as now being conducted and is licensed, registered or qualified and in good standing in each state where a Mortgaged Property is located if the laws of such state require licensing, registration or qualification in order to conduct business of the type conducted by the Seller, and in any event the Seller is in compliance with the laws of any such state to the extent necessary to ensure the enforceability of the Mortgage Loan in accordance with the terms of this Agreement; the Seller has the full power, authority and legal right to hold, transfer and convey the Mortgage Loans and to execute and deliver this Agreement and the related Purchase Documents and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and the related Purchase Documents (including all instruments of transfer to be delivered pursuant to this Agreement) by the Seller and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized; this Agreement and the related Purchase Documents have been duly executed and delivered and constitute the valid, legal, binding and enforceable obligations of the Seller, except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity, regardless of whether such enforcement is sought in a proceeding in equity or at law; and all requisite corporate or other required action has been taken by the Seller to make this Agreement and the related Purchase Documents valid and binding upon the Seller in accordance with their terms.

Section 3.2. Ordinary Course of Business. The consummation of the transactions contemplated by this Agreement and the related Purchase Documents are in the ordinary course of business of the Seller.

Section 3.3. No Conflicts. Neither the execution and delivery of this Agreement or the related Purchase Documents, the origination or acquisition of the Mortgage Loans by the Seller, the sale of the Mortgage Loans to the Purchaser or consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement and the related Purchase Documents, will conflict with or result in a breach of any of the terms, conditions or provisions of the Seller's charter, by-laws or other organizational or governance documents or any legal restriction or any agreement or instrument to which the Seller is now a party or by which it is bound, or constitute a default or result in an acceleration under any of the foregoing, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Seller or its property is subject, or result in the creation or imposition of any lien, charge or encumbrance that would have an adverse effect upon any of its properties pursuant to the terms of any mortgage, contract, deed of trust or other instrument, or impair the ability of the Purchaser to realize on the Mortgage Loans, impair the value of the Mortgage Loans, or impair the ability of the Purchaser to realize the full amount of any insurance benefits accruing pursuant to this Agreement and the related Purchase Documents.

Section 3.4. Solvency. The Seller is solvent and the sale of the Mortgage Loans will not cause the Seller to become insolvent. The sale of the Mortgage Loans is not undertaken with the intent to hinder, delay or defraud any of Seller's creditors.

Section 3.5. No Litigation Pending. There is no action, suit, proceeding or investigation pending or threatened against the Seller, before any court, administrative agency or other tribunal asserting the invalidity of this Agreement or the related Purchase Documents, seeking to prevent the consummation of any of the transactions contemplated by this Agreement or the related Purchase Documents or which, either in any one instance or in the aggregate, is reasonably likely to result in any material adverse change in the business, operations, financial condition, properties or assets of the Seller, or in any material impairment of the right or ability of the Seller to carry on its business substantially as now conducted, or in any material liability on the part of the Seller, or which would draw into question the validity of this Agreement, the related Purchase Documents or the Mortgage Loans or of any action taken or to be taken in connection with the obligations of the Seller contemplated herein, or which would be likely to impair materially the ability of the Seller to perform under the terms of this Agreement and the related Purchase Documents.

Section 3.6. No Consent Required. No consent, approval, authorization or order of, or registration or filing with, or notice to any court or governmental agency or body is required for the execution, delivery and performance by the Seller of or compliance by the Seller with this Agreement and the related Purchase Documents, the sale of the Mortgage Loans or the consummation of the transactions contemplated by this Agreement and the related Purchase Documents.

Section 3.7. No Brokers' Fees. The Seller has not dealt with any broker, investment banker, agent or other person that may be entitled to any commission or compensation in connection with the sale of the Mortgage Loans.

Section 3.8. Ability to Perform. The Seller does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement and the related Purchase Documents.

Section 3.9. Governmental Actions. Except as disclosed in writing to the Purchaser, none of the Seller or any Affiliates of the Seller, nor any of their respective officers, directors or employees, is (or in the last five (5) years has been), a party to or is subject to any (a) suspension, debarment, limited denial of participation, exclusionary list, outstanding order, decree, agreement, finding, memorandum of understanding or similar supervisory arrangement with, or a commitment letter or similar submission to, or extraordinary supervisory letter from, any Investor, Insurer or any Governmental Authority, including without limitation those charged with the supervision or regulation of residential mortgage lenders or the supervision or regulation of the Seller and its employees or (b) an indictment, arraignment, or conviction (or has been in the last five (5) years or currently is under investigation) for any fraudulent activity or any criminal offenses involving financial services, real estate or corporate governance. There is no unresolved violation by any governmental authority with respect to any report or statement relating to any examinations or investigation of the Seller or any of its officers, directors or employees.

Section 3.10. Truth and Accuracy. No representations, warranty or written statement made by the Seller or certificate furnished to the Purchaser by the Seller in connection with the Agreement, the Purchase Documents or the Mortgage Loans sold hereunder contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein true, accurate and complete and not misleading.

Section 3.11. Independent Decision. The Seller's decision to purchase or originate any Mortgage Loan or to deny any Mortgage Loan application is an independent decision and is in no way made as a result of the Purchaser's decision to purchase, or not to purchase, or the price that the Purchaser may offer to pay for, any such Mortgage Loan, if originated.

Section 3.12. Seller Eligibility and Status. The Seller is eligible to be a "seller" under the Seller Guide has been approved to sell Mortgage Loans to Purchaser by BLS in its capacity as diligence agent for the Purchaser. The Seller is not inactive, suspended or terminated under the Seller Guide. No unwaived or uncured Event of Default has occurred and is continuing with respect to the Seller under the Seller Guide.

ARTICLE IV. SPECIFIC REPRESENTATIONS AND WARRANTIES AS TO LOANS

As further material inducement to Purchaser to enter into this Agreement and each Purchase Document, the Seller hereby makes to the Purchaser as of the related Purchase Date (with respect to any Mortgage Loan sold by the Seller to the Purchaser on such Purchase Date) the representations and warranties set forth on Exhibit "B" hereto.

ARTICLE V. GENERAL REPRESENTATIONS AND WARRANTIES OF PURCHASER

As a material inducement to the Seller to enter into this Agreement and each Purchase Document, the Purchaser represents and warrants to the Seller as follows, as of both the date of execution hereof and the related Purchase Date (with respect to any Mortgage Loan sold by the Seller to the Purchaser on such Purchase Date), the following:

Section 5.1. Due Incorporation and Good Standing. The Purchaser is and shall continue to be duly organized, validly existing and in good standing under the laws of its state of organization. The Purchaser has in full force and effect all licenses, registrations and certifications in all appropriate jurisdictions necessary to conduct all activities to be performed by it hereunder.

Section 5.2. Authority and Capacity. The Purchaser has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the Purchase Documents and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary action. This Agreement, the Purchase Documents and any related agreements or instruments to which the Purchaser is a party

constitutes a valid and legally binding agreement of the Purchaser, enforceable in accordance with its terms, except as may be limited by judicial discretion, equitable limitations, and applicable bankruptcy, insolvency, receivership, conservatorship, reorganization, fraudulent conveyance or other similar laws relating to or affecting the rights and remedies of creditors generally.

Section 5.3. No Conflict. Neither the execution and delivery of this Agreement or the Purchase Documents nor the consummation of the transactions contemplated hereby, nor compliance with its terms and conditions, shall: (a) violate, conflict with, result in the breach of, or constitute a default under, be prohibited by, or require any additional approval under any of the terms, conditions or provisions of the Purchaser's limited liability company operating agreement, or of any mortgage, indenture, deed of trust, loan or credit agreement or instrument to which the Purchaser is now a party or by which it is bound, or of any order, judgment or decree of any court or governmental authority applicable to the Purchaser, or (b) result in the creation or imposition of any lien, charge or encumbrance of any material nature upon any of the properties or assets of the Purchaser.

ARTICLE VI. COVENANTS OF SELLER

Section 6.1. Delivery of Documents. Prior to the related Purchase Date, Seller will deliver to BLS under a bailee letter in a form acceptable to the Purchaser, or pursuant to such other arrangements as the Purchaser and the Seller may agree, the Funding Documents. In addition, prior to the related Purchase Date, the Seller agrees to do, at its sole cost and expense, all acts necessary to perfect title to the Mortgage Loans and all related rights, property and assets in Purchaser, and does hereby agree to sell and assign to the Purchaser or its designee as part of each Mortgage Loan File (to the extent applicable), the following documents, all subject to the approval of the Purchaser or BLS acting on its behalf as set forth in more detail in the Seller Guide:

- (a) the Credit File; and
- (b) the Closing File.

The items listed in subsections (a)-(b) above, the Funding Documents, and the Final Documents shall be delivered to the Purchaser, BLS or a Custodian, as the case may be, in accordance with the Seller Guide. No later than one hundred twenty (120) days after the related Purchase Date, Seller shall deliver to Purchaser, BLS or a Custodian complete and correct versions of each of the Final Documents related to the Mortgage Loans transferred on the related Purchase Date.

Section 6.2. MERS Designated Mortgage Loans. With respect to each MERS Designated Mortgage Loan, the Seller shall, at the Seller's expense, take such actions as are necessary to cause the Purchaser and/or the Purchaser's designee to be clearly identified as the owner and holder of each such MERS Designated Mortgage Loan on the records of MERS for the purposes of the system of recording transfers of beneficial ownership of mortgages maintained by MERS.

Section 6.3. Further Assurances. The Seller shall, at any time and from time to time, promptly, upon the reasonable request of the Purchaser or its representatives, execute, acknowledge, deliver or perform all such further acts, deeds, assignments, limited powers of attorney, transfers, conveyances, and assurances as may be required for the better vesting and confirming to the Purchaser and its successors and assigns of title to, or to perfect any security interest in, the Mortgage Loans, insurance policies or other property or assets conveyed to the Purchaser hereunder. The Seller shall also take any other acts as may be necessary to effect the transactions contemplated by this Agreement. In the event that the Seller retains the right to service the Mortgage Loans after the related Purchase Date, the Seller hereby acknowledges and agrees that (a) the Purchaser may finance the Mortgage Loans through a warehouse credit agreement or master repurchase agreement or other arrangement with a lender (“Lender”), (b) the Purchaser may convey the Mortgage Loans to one or more subsequent purchasers, which may include securitization trusts (“Subsequent Purchasers”) and (c) upon the reasonable request of a Lender or a Subsequent Purchaser, the Seller shall execute, acknowledge, deliver or perform all such further acts, deeds, conveyances, and assurances as may be required for the better vesting and confirming to such Lender or such Subsequent Purchaser and its successors and assigns of title to, or to perfect any security interest in, the Mortgage Loans and the Mortgaged Properties.

Section 6.4 Expenses; Liabilities. The Seller and the Purchaser, except as otherwise specifically provided herein, shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants.

ARTICLE VII. REMEDIES

Section 7.1. Indemnification by Seller. The Seller shall indemnify and hold the Purchaser, its Affiliates and its officers, directors, employees and agents, harmless from and against, and shall reimburse it or them for, any Losses and indemnify same against any Claims incurred before or after the related Purchase Date arising out of, in connection with or to the extent resulting from the occurrence or allegation by any third party of the occurrence of the following:

- (a) any Event of Default under the Seller Guide;
- (b) any litigation or governmental proceeding that alleges any violation of local, state or federal law or an event which, if true, would be an Event of Default, by the Seller or any other party in connection with the origination of a Mortgage Loan or the servicing of a Mortgage Loan prior to the sale of the Servicing Rights to the Purchaser unless any such litigation or governmental proceeding directly arises from BLS’s failure to materially comply with its obligations under the Seller Guide, provided, however, Seller’s indemnification obligations under this section 7.1 (b) shall not be excused if BLS’s failure to materially comply with its obligations under the Seller Guide arises from or relates to a breach of any representation,

warranty or covenant of Seller or an Event of Default by Seller under the Seller Guide or this Agreement;

(c) any breach of a representation, warranty, or covenant made by the Purchaser or BLS in reliance upon any representation, warranty, or covenant made by the Seller; or

(d) the Purchaser's enforcement of this Agreement or any Purchase Document.

The Seller shall reimburse the Purchaser within ten (10) days of receiving the Purchaser's demand for indemnification. Except for notices of demand for indemnification, the Purchaser shall not be required to give the Seller notice of any events that may trigger the Seller's indemnification obligations hereunder. The Seller and its counsel shall cooperate with the Purchaser in connection with the defense of any litigation or governmental proceeding involving a Mortgage Loans. The Purchaser shall have the right to control any litigation or governmental proceeding related to a Mortgage Loan, including choosing defense counsel and making settlement decisions.

Section 7.2. Cure or Repurchase of Loans; Recoupment. In the event that the Purchaser discovers that any of the representations and warranties contained in this Agreement were not accurate at or as of the time they were made (or deemed made) by the Seller, then in addition to any other rights and remedies it may have hereunder, at law or in equity, the Purchaser may demand that the Seller repurchase each related Mortgage Loan from Purchaser at the Repurchase Price; *provided*, that in the event that the appraisal obtained at the time of origination of the Mortgage Loan was ordered through the Appraisal Management Company Service provided by BLS, if a breach of any representations or warranties has occurred with respect to a specific Mortgage Loan solely because the value of the collateral is not sufficient on such Mortgage Loan, such Mortgage Loan shall not be subject to repurchase, provided that in all other aspects the Mortgage Loan was eligible for purchase hereunder at the time it was submitted to the Purchaser for purchase.

In the event that the Seller discovers (i) that any of the representations and warranties contained in this Agreement were not accurate as of the time they were made (or deemed made) by the Seller, or (ii) any Event of Default with respect to any Mortgage Loan, it shall give the Purchaser prompt written notice thereof, describing such breach or Event of Default. Upon receipt of such notice, the Purchaser shall review the materials and any additional information or documentation that the Seller believes may influence the Purchaser's decision to require the Seller to repurchase the Mortgage Loan or impose or exercise other remedies or rights available to the Purchaser.

If the Purchaser demands that the Seller repurchase a Mortgage Loan, the Seller agrees to repurchase such Mortgage Loan (including the related Servicing Rights) for the Repurchase Price within thirty (30) days of receiving the Purchaser's written demand thereof.

The Purchaser shall not be required to demand repurchase within any particular time, and may elect not to require immediate repurchase of a Mortgage Loan. However, any delay in making a repurchase demand shall not constitute a waiver by the Purchaser of any of its rights or remedies hereunder and under any Purchase Document.

Upon the Seller's satisfaction of its repurchase obligations hereunder, the Purchaser or its designee shall endorse the Mortgage Note in blank and will deliver the Mortgage Note and other pertinent files, books, records and documents relating to the Mortgage Loan that are in the Purchaser's (or its Custodian's) possession to the Seller. If the Purchaser has acquired title to any of the real property securing the Mortgage Loan pursuant to a foreclosure sale and has not disposed of such property, the Purchaser shall transfer such property to the Seller on a "quit claim" basis, or if required by state law, a "warranty deed" basis.

Upon completion of such purchase or repurchase by the Seller, the Purchaser promptly shall forward to the Seller and shall cause the Custodian to forward to the Seller all servicing records and all documents relating to such repurchased Mortgage Loans.

Repurchase by the Seller of a Mortgage Loan under this Section 7.2 shall not relieve the Seller of its indemnification obligations under Section 7.1 with respect to the related Mortgage Loan.

Section 7.3. Early Payment Default. An "Early Payment Default" with respect to a Mortgage Loan shall occur when any of the first four (4) payments due after purchase of the Mortgage Loan becomes ninety (90) or more days Delinquent and such delinquency is not attributable to a failure to service in accordance with Applicable Requirements by Purchaser, BLS or its Affiliates. Receipt of payments originally due prior to the date on which Purchaser purchases the Mortgage Loan will not satisfy Early Payment Default requirements. With respect to any Early Payment Default, the Purchaser shall be entitled in its sole discretion to either (i) demand that the Seller repurchase the related Mortgage Loan or (ii) demand that the Seller indemnify the Purchaser for future potential Losses, provided that (a) the Seller pay the Purchaser the related EPD Fee, (b) return all sums in excess of par paid to the Seller by the Purchaser in connection with the purchase of the related Mortgage Loan on the related Purchase Date and (c) execute an indemnification agreement in the form and content provided by the Purchaser to the Seller.

Section 7.4. Early Pay-Off. In the event that any Mortgage Loan is prepaid in full within ninety (90) days of the related Purchase Date, the Seller shall pay to the Purchaser the Premium Recapture Amount within thirty (30) days of receiving the Purchaser's written demand thereof.

ARTICLE VIII. COMPLIANCE WITH REGULATION AB

Section 8.1. Intent of the Parties; Reasonableness. The Purchaser and the Seller acknowledge and agree that the purpose of Article VIII of this Agreement is to facilitate compliance by the Purchaser and any Depositor with the provisions of Regulation AB and related rules and regulations of the Commission. Although Regulation AB is applicable by its terms only to offerings of asset-backed securities that are registered under the Securities Act, the Seller acknowledges that investors in privately offered securities may require that the Purchaser or any Depositor provide comparable disclosure in unregistered offerings. References in this Agreement to compliance with Regulation AB include provision of comparable disclosure in private offerings.

Neither the Purchaser nor any Depositor shall exercise its right to request delivery of information or other performance under these provisions other than in good faith, or for purposes other than compliance with the Securities Act, the Exchange Act and the rules and regulations of the Commission thereunder (or the provision in a private offering of disclosure comparable to that required under the Securities Act). The Seller acknowledges that interpretations of the requirements of Regulation AB may change over time, whether due to interpretive guidance provided by the Commission or its staff, consensus among participants in the asset-backed securities markets, advice of counsel, or otherwise, and agrees to comply with requests made by the Purchaser or any Depositor in good faith for delivery of information under these provisions on the basis of evolving interpretations of Regulation AB. In connection with any Securitization Transaction, the Seller shall cooperate fully with the Purchaser to deliver to the Purchaser (including any of its assignees or designees) and any Depositor, any and all statements, reports, records and any other information necessary in the good faith determination of the Purchaser or any Depositor to permit the Purchaser or such Depositor to comply with the provisions of Regulation AB, together with such disclosures relating to the Seller, any Third-Party Originator and the Mortgage Loans reasonably believed by the Purchaser or any Depositor to be necessary in order to effect such compliance.

The Purchaser (including any of its assignees or designees) shall cooperate with the Seller by providing timely notice of requests for information under these provisions and by reasonably limiting such requests to information required, in the Purchaser's reasonable judgment, to comply with Regulation AB.

Section 8.2. Additional Representations of the Seller.

(a) The Seller shall be deemed to represent to the Purchaser and to any Depositor, as of the date on which information is first provided to the Purchaser or any Depositor under Section 8.3 that, except as disclosed in writing to the Purchaser or such Depositor prior to such date: (i) there are no material legal or governmental proceedings pending (or known to be contemplated) against the Seller or any Third-Party Originator; and (ii) there are no affiliations, relationships or transactions relating to the Seller or any Third-Party Originator with respect to any Securitization Transaction and any party thereto identified by the related Depositor of a type described in Item 1119 of Regulation AB.

(b) If so requested by the Purchaser or any Depositor on any date following the date on which information is first provided to the Purchaser or any Depositor under Section 8.3, the Seller shall, within five Business Days following such request, confirm in writing the accuracy of the representations and warranties set forth in paragraph (a) of this Section or, if any such representation and warranty is not accurate as of the date of such request, provide reasonably adequate disclosure of the pertinent facts, in writing, to the requesting party.

Section 8.3. Information to Be Provided by the Seller.

In connection with any Securitization Transaction the Seller shall (i) within five (5) Business Days following request by the Purchaser or any Depositor, provide to the Purchaser and such Depositor (or, as applicable, cause each Third-Party Originator to provide), in writing and

in form and substance reasonably satisfactory to the Purchaser and such Depositor, the information and materials specified in Chapter 1, sections B105-B107 of the Seller Guide.

(a) If so requested by the Purchaser or any Depositor, the Seller shall provide such information regarding (i) the Seller, as originator of the Mortgage Loans (including as an acquirer of Mortgage Loans from a Qualified Correspondent), or (ii) each Third-Party Originator, as is requested for the purpose of compliance with Items 1103(a)(1), 1105, 1110, 1117 and 1119 of Regulation AB as more fully set forth in the Seller Guide.

(b) If so requested by the Purchaser or any Depositor for the purpose of satisfying its reporting obligation under the Exchange Act with respect to any class of asset-backed securities, the Seller shall (or shall cause each Third-Party Originator to) (i) notify the Purchaser and any Depositor in writing of (A) any material litigation or governmental proceedings pending against the Seller or any Third-Party Originator and (B) any affiliations or relationships that develop following the Purchase Date of a Securitization Transaction between the Seller or any Third-Party Originator and any of the parties specified in Chapter 1, section B105 paragraph (C)(2)(d) of the Seller Guide (and any other parties identified in writing by the requesting party) with respect to such Securitization Transaction, and (ii) provide to the Purchaser and any Depositor a description of such proceedings, affiliations or relationships.

In addition to the Seller's indemnification obligations under Section 7.1, the Seller shall indemnify the Purchaser, each affiliate of the Purchaser, and each of the following parties participating in a Securitization Transaction: each sponsor and issuing entity; each Person responsible for the preparation, execution or filing of any report required to be filed with the Commission with respect to such Securitization Transaction; each broker dealer acting as underwriter, placement agent or initial purchaser, each Person who controls any of such parties or the Depositor (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act); and the respective present and former directors, officers, employees and agents of each of the foregoing and of the Depositor, and shall hold each of them harmless from and against any losses, damages, penalties, fines, forfeitures, legal fees and expenses and related costs, judgments, and any other costs, fees and expenses that any of them may sustain arising out of or based upon:

(i)(A) any untrue statement of a material fact contained or alleged to be contained in any information, report, accountants' letter or other material provided in written or electronic form under or in connection with this Article VIII (whether specified herein or in the Seller Guide) or on behalf of the Seller, or provided under or in connection with this Article VIII (whether specified herein or in the Seller Guide) by or on behalf of any Third-Party Originator (collectively, the "Seller Information"), or (B) the omission or alleged omission to state in the Seller Information a material fact required to be stated in the Seller Information or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, by way of clarification*, that clause (B) of this paragraph shall be construed solely by reference to the Seller Information and not to any other information communicated in connection with a sale or purchase of securities, without regard to whether the Seller Information or any portion thereof is presented together with or separately from such other information;

(ii) any failure by the Seller or any Third-Party Originator to deliver any information, report, accountants' letter or other material when and as required under or in connection with this Article VIII (whether specified herein or in the Seller Guide); or

(iii) any breach by the Seller of a representation or warranty set forth in Section 8.2(a) or in a writing furnished pursuant to Section 8.2(b) and made as of a date prior to the Purchase Date of the related Securitization Transaction, to the extent that such breach is not cured by such Purchase Date, or any breach by the Seller of a representation or warranty in a writing furnished pursuant to Section 8.2(b) to the extent made as of a date subsequent to such Purchase Date.

In the case of any failure of performance described in clause (ii) of this Section, the Seller shall promptly reimburse the Purchaser, any Depositor, as applicable, and each Person responsible for the preparation, execution or filing of any report required to be filed with the Commission with respect to such Securitization Transaction, for all costs reasonably incurred by each such party in order to obtain the information, report, accountants' letter or other material not delivered as required by the Seller or any Third-Party Originator.

ARTICLE IX. MISCELLANEOUS

Section 9.1. Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the related Purchase Date and delivery of each Mortgage Loan or Mortgage Loan Pool, as the case may be, to the Purchaser and shall not terminate, notwithstanding the termination of this Agreement, any restrictive or qualified endorsement on any Mortgage Note or the Purchaser's or BLS's examination or failure to examine any Mortgage Loan File or Funding Documents or Purchaser's approval of any Mortgage Loan for purchase. The representations and warranties of the Seller in this Agreement are unaffected by and supersede any provision in any endorsement of any Mortgage Loan or in any assignment with respect to such Mortgage Loan to the effect that such endorsement or assignment is without recourse or without representation or warranty.

Section 9.2. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 9.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 9.4. Entire Agreement. This Agreement and each Purchase Document contains the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or

oral agreements, understandings, representations or warranties between the parties other than those set forth herein.

Section 9.5. Conflicts with Seller Guide. Except as expressly set forth herein, in any instance in which the Seller Guide conflicts with the terms of this Agreement, the Agreement shall control.

Section 9.6. Exhibits. All exhibits and attachments to this Agreement are specifically incorporated herein and made part of this Agreement.

Section 9.7. Rights Cumulative; Waivers. The rights of each of the parties under this Agreement and each Purchase Document are cumulative, may be exercised as often as any party considers appropriate and are in addition to each such party's rights under any other documents executed between the parties or, except as otherwise modified herein, under law. The rights of each of the parties hereunder shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing. Any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right. Any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on the part of any party shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right.

Section 9.8. Notices. All notices and other communications hereunder shall be in writing (including a writing delivered by facsimile transmission) and shall be deemed to have been duly given: (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by telecopy, or (c) on the first following business day, if sent by United States Express Mail or overnight courier, in each case to the parties at the following addresses (or at such other addresses as shall be specified by like notice);

If to the Seller to:

See Seller's Notice Address which is shown on Exhibit "A" attached hereto.

If to Purchaser to:

See Purchaser's Notice Address which is shown on Exhibit "A" attached hereto.

Section 9.9. Governing Law, Venue and Jurisdiction. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT OR ITS SUBSEQUENT PERFORMANCE SHALL BE MIAMI-DADE COUNTY, FLORIDA. ANY LITIGATION BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT SHALL ONLY BE BROUGHT IN MIAMI-DADE COUNTY, FLORIDA AND THE PARTIES HEREBY AGREE TO SUCH JURISDICTION IN MIAMI-DADE COUNTY, FLORIDA.

Section 9.10. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement or any Purchase Document, any provision hereof or any matter arising herefrom, the prevailing (or substantially prevailing) party in any dispute arising under this Agreement or any Purchase Document or their subsequent performance shall be entitled to recover its actual costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, and other professional fees, costs and expenses whether in settlement, in any declaratory action, at trial or on appeal and in all dispute resolution proceedings, including bankruptcy and post-judgment collection, proceedings to determine the amount of attorneys' fees to be awarded; and whether or not suit be brought.

Section 9.11. Severability. In the case any provision in this Agreement or any Purchase Document shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement or any Purchase Document shall not in any way be affected or impaired thereby.

Section 9.12. Successors and Assigns. This Agreement and each Purchase Document shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Without the prior written consent of the Purchaser, the Seller may not assign or delegate its rights or duties hereunder. The Purchaser may, without the consent of the Seller, sell, transfer, assign or pledge any or all of its interest in this Agreement or any Purchase Document, including, without limitation, its right to enforce its rights under Section 7.2 hereof. To the extent consistent with such sale, transfer, assignment or pledge, references in this Agreement or any Purchase Document to the Purchaser shall be deemed to include each such purchaser, transferee, assignee or pledgee.

Section 9.13. Facsimile Execution. Facsimile signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such facsimile signatures were an original execution, and this agreement shall be deemed as executed when an executed facsimile hereof is transmitted by a party to any other party.

Section 9.14. Relationship of Parties. The relationship between the parties is an independent contractor relationship, and the Seller is not, and shall not represent to third parties that it is acting as, an agent for and on behalf of the Purchaser.

Section 9.15. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

Section 9.16. Confidentiality. Except as required by law or regulation, or by court order, Seller shall keep confidential and shall not divulge to any party, without Purchaser's prior

written consent, the terms of this Agreement and any Purchase Document and the proposed transaction contemplated hereunder; except that either party may disclose such terms to its employees, officers, directors, shareholders, financial advisors, consultants, partners, affiliates, lenders and attorneys who need to know such terms for purposes of evaluating the proposed transaction.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned parties to this Agreement has caused this Agreement to be duly executed by one of its duly authorized officers, all as of the date first above written.

“SELLER”

By: _____

Name: _____

Title: _____

“PURCHASER”

BAYVIEW ACQUISITIONS LLC

By: _____

Name: Marcella DeCerbo

Title: VP – Counterparty Risk

EXHIBIT "A"

Seller: _____, a

Seller's Address: _____

Seller's Notice Address: SAME AS ABOVE
Attn: _____

Purchaser: Bayview Acquisitions LLC

Purchaser's Address: 4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, Florida 33146

Purchaser's Notice Address: 4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, Florida 33146
Fax: 305-631-5475
Attn.: Stuart Waldman

Purchaser's Notice Address: 507 Prudential Rd.
Horsham, PA 19044
Fax: 305-631-5544
Attn.: Isabel Martin

EXHIBIT "B"

REPRESENTATIONS AND WARRANTIES AS TO THE MORTGAGE LOANS

(a) Eligibility. The Seller, with respect to all Mortgage Loans originated, processed, closed, funded, and documented, and with respect only to Delegated Mortgage Loans, underwrote, each Mortgage Loan in accordance with the Seller's written guidelines, and each Mortgage Loan is eligible for sale to the Purchaser in accordance with this Agreement and the Seller Guide, including the specific loan program for which the Seller registered such Mortgage Loan with BLS.

(b) Fraud. No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Mortgage Loan has taken place on the part of the Seller, or any other party (including without limitation the mortgagor, escrow or settlement agent, closing attorney, title company, appraiser, any builder/developer, realtor, or loan officer) involved in the purchase of the improved real property securing the Mortgage Loan, the origination, or sale of the Mortgage Loan or in the application of any insurance in relation to such Mortgage Loan. The documents, instruments and agreements submitted for loan processing, loan underwriting and closing were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading.

(c) Regulatory Compliance. Each Mortgage Loan complied and complies with all applicable federal, state and local laws pertaining to the origination, making, servicing and sale of such Mortgage Loan, including, without limitation, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity and fair lending, unfair, deceptive, predatory and abusive lending laws and disclosure laws.

(d) Data. The information contained in each Mortgage Loan File, or in any schedules, sale tape(s) and/or transfer tape(s), or otherwise delivered electronic files or media pertaining to the Mortgage Loan and all other information provided by or on behalf of Seller with respect to the Mortgage Loans, is true, correct and complete in all material respects, as of the date provided or indicated therein.

(e) Ownership. Immediately prior to the payment of the Purchase Price, except for any security interests that are released no later than simultaneously with the sale of the Mortgage Loan to the Purchaser, the Seller was the sole owner and holder of the Mortgage Loans and the indebtedness evidenced by the Mortgage Note. The Mortgage Loans, including the Mortgage Note and the Security Instrument, were not assigned or pledged by the Seller and the Seller had good and marketable title thereto, and the Seller had full right to transfer and sell the Mortgage Loans to Purchaser free and clear of any encumbrance, participation interest, lien, equity, pledge, claim or security interest and had full right and authority subject to no interest or participation in, or agreement with any other party to sell or otherwise transfer the Mortgage Loans. Following the sale of the Mortgage Loan, Purchaser will own such Mortgage Loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or

security interest. After the Purchase Date, the Seller will not have any right to modify or alter the terms of the sale of the Mortgage Loan.

(f) Valid First Lien. Each Mortgage is properly recorded and is a valid, existing and enforceable first lien and first priority security interest with respect to each Mortgage Loan which is indicated by the Seller to be a First Lien Mortgage Loan, on the Mortgaged Property, including all improvements on the Mortgaged Property, free and clear of all adverse claims, liens and encumbrances having priority over the lien of the Security Instrument, subject only to (i) the lien of current real property taxes and assessments not yet due and payable, (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording being acceptable to mortgage lending institutions generally and specifically referred to in the lender's title insurance policy which do not adversely affect the value of the Mortgaged Property, and (iii) other matters to which like properties are commonly subject which do not individually or in the aggregate materially interfere with the benefits of the security intended to be provided by the Security Instrument or the use, enjoyment, value or marketability of the related Mortgaged Property. Any security agreement, chattel mortgage or equivalent document related to and delivered in connection with the Mortgage Loan establishes and creates a valid, existing and enforceable first lien and first priority security interest with respect to each Mortgage Loan which is indicated by the Seller to be a First Lien Mortgage Loan on the property described therein and the Seller has full right to sell and assign the same to Purchaser. The Mortgaged Property was not, as of the date of origination of the Mortgage Loan, subject to a mortgage, deed of trust, deed to secure debt or other security instrument creating a lien subordinate to the lien of the Mortgage except to the extent (i) the preexisting lien is properly re-subordinated or (ii) any concurrent subordinate lien is properly subordinated at time of origination and (iii) in either case, is permissible per the applicable product guidelines and the Seller Guide.

(g) Validity of Mortgage Documents. If any document within the Mortgage Loan File is delivered in imaged format, such images are of sufficient quality to be readable and able to be copied and satisfy all requirements of imaged documents required by the Agency Guide and the Seller Guide. The Mortgage Note (including any allonges thereto) and the related Security Instrument are original and genuine and each is the legal, valid and binding obligation of the maker thereof, enforceable in all respects in accordance with its terms except as enforceability may be limited by (i) bankruptcy, insolvency, liquidation, receivership, moratorium, reorganization or other similar laws affecting the enforcement of the rights of creditors and (ii) general principles of equity, whether enforcement is sought in a proceeding in equity or at law and the Seller has taken all action necessary to transfer such rights of enforceability to the Purchaser. The Mortgage Loan File or Funding Documents contain, and there only exists, one original note, with all original borrower(s) signatures. Neither the operation of any of the terms of any Security Instrument or Mortgage Note, nor the exercise of any right there under, will render the Security Instrument or Mortgage Note unenforceable, in whole or in part, or subject to any right of rescission, setoff, counterclaim or defense, and no such right of rescission, setoff, counterclaim or defense has been asserted with respect thereto. All parties to the Mortgage Note and the Security Instrument had the legal capacity to enter into the Mortgage Loan and to execute and deliver the Mortgage Note and the Security Instrument, and the

Mortgage Note and the Security Instrument have been duly and properly executed by such parties.

(h) Customary Provisions. The Security Instrument and related Mortgage Note contain customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the Mortgaged Property of the benefits of the security provided thereby, including (i) in the case of a Security Instrument designated as a deed of trust by trustee's sale, and (ii) otherwise by judicial or non-judicial foreclosure. Upon default by a Mortgagor on a Mortgage Loan and foreclosure on, or trustee's sale of, the Mortgaged Property pursuant to the proper procedures, the holder of the Mortgage Loan will be able to deliver good and merchantable title to the Mortgaged Property. There is no homestead or other exemption or right available to the Mortgagor or any other Person or restriction on the Seller or any other Person, including without limitation, any federal, state or local, law, ordinance, decree, regulation, guidance, attorney general action, or other pronouncement, whether temporary or permanent in nature, which would interfere with, restrict or delay, the ability of the Seller, Purchaser or any servicer or any successor either (y) the right to sell the Mortgaged Property at a trustee's sale or otherwise, or (z) the right to foreclose on the related Security Instrument. The Mortgage Note and Security Instrument are on forms that are conforming to the applicable Agency, or the Seller Guide, as applicable.

(i) Original Terms Unmodified. The terms of the Mortgage Note and the Security Instrument have not been impaired, waived, altered or modified in any respect.

(j) No Defenses. The Mortgage Note and the Security Instrument are not subject to any right of rescission, set-off, counterclaim or defense, including, without limitation, the defense of usury, nor will the operation of any of the terms of the Mortgage Note and the Security Instrument, or the exercise of any right there under, render either the Mortgage Note or the Security Instrument unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including, without limitation, the defense of usury, and no such right of rescission, set-off, counterclaim or defense has been asserted with respect thereto; and the Mortgagor was not a debtor in any state or federal bankruptcy or insolvency proceeding at the time the Mortgage Loan was originated nor are any such proceedings pending. The Mortgaged Property is not subject to any bankruptcy proceeding or foreclosure proceeding and the Mortgagor has not filed for protection under, or has been a debtor under, applicable bankruptcy laws as of the Purchase Date.

(k) No Outstanding Charges. There are no defaults by the Seller in complying with the terms of the Security Instrument, and (1) all taxes, ground rents, special assessments, governmental assessments, insurance premiums, leasehold payments, water, sewer and municipal charges which previously became due and owing have been paid, or escrow funds have been established in an amount sufficient to pay for every such escrowed item which remains unpaid and which has been assessed but is not yet due and payable prior to any "economic loss" dates or discount dates (or if payments were made after any "economic loss" date or discount date, then Seller has paid any penalty or reimbursed any discount out of Seller's funds) and (2) all flood and hazard insurance premiums and mortgage insurance premiums which are due, have been paid without loss or penalty to the Mortgagor. Seller has received no notice of, and has no knowledge of, any event, including but not limited to the bankruptcy filing or

death of a Mortgagor, which may or could give rise to a Mortgagor default under the Mortgage Note or Security Instrument. The Seller has not advanced funds, or induced, solicited or knowingly received any advance from any party other than the Mortgagor, directly or indirectly, for the payment of any amount due under the Mortgage Loan, unless otherwise permitted in the Seller Guide.

(l) No Satisfaction of Mortgage. The Mortgage has not been satisfied, canceled, subordinated or rescinded, in whole or in part, and the Mortgaged Property has not been released from the lien of the Security Instrument, in whole or in part, nor has any instrument been executed that would affect any such satisfaction, cancellation, subordination, rescission or release. The Seller has not waived the performance by the Mortgagor of any action, if the Mortgagor's failure to perform such action would cause the Mortgage Loan to be in default, and the Seller has not waived any default.

(m) No Default. There is no default, breach, violation or event of acceleration existing under the Mortgage or the Mortgage Note and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event permitting acceleration, and the Seller has not waived any default, breach, violation or event permitting acceleration. With respect to each Mortgage Loan (i) the First Lien is in full force and effect, (ii) there is no default, breach, violation or event of acceleration existing under such first lien Security Instrument or the related Mortgage Note, (iii) no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration there under, and either (A) the First Lien Mortgage contains a provision which allows or (B) applicable law requires, the mortgagee to receive notice of, and affords such mortgagee an opportunity to cure any default by payment in full or otherwise under the First Lien Mortgage.

(n) Full Disbursement of Proceeds. The Mortgage Loan has been closed and the proceeds of the Mortgage Loan have been fully disbursed to or for the account of the Mortgagor and there is no obligation for the mortgagee to advance additional funds there under and any and all requirements as to completion of any on site or off site improvement and as to disbursements of any escrow funds therefore have been complied with. All costs, fees, and expenses incurred in making or closing the Mortgage Loan and the recording of the Security Instrument have been paid, and the Mortgagor is not entitled to any refund of any amounts paid or due to the mortgagee pursuant to the Mortgage Note or Security Instrument with exception to escrow holdbacks.

(o) Future Advances. Except as may be permitted in the Seller Guide for the applicable product type, as of the Purchase Date, the full original principal amount of each Mortgage Loan has been fully dispersed as provided for in the Mortgage Loan Documents, and there is no requirement for any future advances.

(p) No Mechanics' Liens. There are no mechanics' or similar liens or claims filed for work, labor or material (and no rights are outstanding that under law could give rise to such lien) affecting the related Mortgaged Property which are or may be liens prior to, or equal or coordinate with, the subject First Lien of the related Security Instrument.

(q) No Additional Collateral. The Mortgage Note is not and has not been secured by any collateral except the lien of the corresponding Security Instrument on the Mortgaged Property and the security interest of any applicable security agreement or chattel mortgage.

(r) Origination; Payment Terms. The Seller is (1) in compliance with any and all applicable licensing requirements of the laws of the state wherein the Mortgaged Property is located, and (2) organized under the laws of such state, or (3) qualified to do business in such state, or (4) a federal savings and loan association or national bank having principal offices in such state. Principal payments on the Mortgage Loan commenced no more than sixty (60) days after the proceeds of the Mortgage Loan were disbursed. The Mortgage Loan requires interest payable in arrears on the first day of the month. Each Mortgage Note requires a Monthly Payment which is sufficient (i) during the period prior to the first adjustment to the Mortgage Interest Rate, to amortize the original principal balance fully over the original term thereof (unless otherwise provided in the Seller Guide) and to pay interest at the related Mortgage Interest Rate, and (ii) during the period following each Adjustment Date in the case of each ARM Mortgage Loan (or following each interest-only adjustment date in the case of each interest-only Mortgage Loan), to amortize the unpaid principal balance fully as of the first day of such period over the then remaining term of such Mortgage Note and to pay interest at the related Mortgage Interest Rate. With respect to each Mortgage Loan the related First Lien does not permit negative amortization. None of the Mortgage Loans are simple interest Mortgage Loans.

(s) Source of Loan Payments. No portion of the loan proceeds has been escrowed for the purpose of making monthly payments on behalf of the Mortgagor. No payments due and payable under the terms of the Mortgage Note and Security Instrument, except for seller or builder concessions or amounts paid or escrowed for payment by the Mortgagor's employer, have been paid by any person (other than the Mortgagor and any guarantor) who was involved in, or benefited from, the sale or purchase of the Mortgaged Property or the origination, refinancing, sale, purchase or servicing of the Mortgage Loan.

(t) Transfer of Mortgage Loans. The Assignment of Mortgage is in recordable form and is acceptable for recording under the laws of the jurisdiction in which the Mortgaged Property is located (except with respect to each MERS Designated Mortgage Loan). Each original Mortgage was recorded and, except for those Mortgage Loans subject to the MERS identification system, all subsequent assignments of the original Security Instrument (other than the assignment to the Purchaser) have been recorded in the appropriate jurisdictions wherein such recordation is necessary to perfect the lien thereof as against creditors of the Seller, or is in the process of being recorded. With respect to each MERS Designated Mortgage Loan, the Seller has designated Purchaser or its designee as the MERS Investor on MERS and no Person is listed as interim funder on MERS.

(u) Flood and Hazard Insurance. All buildings or other customarily insured improvements upon the Mortgaged Property are insured by a Qualified Insurer generally acceptable to prudent mortgage lending institutions against loss by fire, hazards of extended coverage as well as all additional requirements set forth in the Seller Guide, pursuant to an insurance policy conforming to the requirements of customary servicing procedures and

providing coverage in an amount equal to the lesser of (i) the full insurable value of the Mortgaged Property or (ii) the unpaid principal balance owing on the Mortgage Loan. All such insurance policies are in full force and effect and contain a standard mortgagee clause naming the Seller of the Mortgage Loan, its successors and assigns as mortgagee and all premiums thereon have been paid. If the Mortgaged Property is in an area identified on a flood hazard map or flood insurance rate map issued by the Federal Emergency Management Agency as having special flood hazards (and such Flood Insurance has been made available), a flood insurance policy meeting the requirements of the current guidelines of the National Flood Insurance Program and the requirements of the Seller Guide is in place. The Mortgage obligates the Mortgagor there under to maintain all such insurance at the Mortgagor's cost and expense, and on the Mortgagor's failure to do so, authorizes the holder of the Security Instrument to maintain such insurance at the Mortgagor's cost and expense and to seek reimbursement therefore from the Mortgagor. Where required by state law or regulation, the Mortgagor has been given an opportunity to choose the carrier of the required Hazard Insurance, provided the policy is not a "master" or "blanket" hazard insurance policy covering the common facilities of a planned unit development. The Hazard and/or Flood Insurance policy is the valid and binding obligation of the insurer, is in full force and effect, and will be in full force and effect and inure to the benefit of Purchaser or its designee upon the consummation of the transactions contemplated hereunder. The Seller has not engaged in, and has no knowledge of the Mortgagor having engaged in, any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either, including, without limitation, no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other person or entity, and no such unlawful items have been received, retained or realized by the Seller.

(v) Title Insurance. The Mortgage Loan is covered by an American Land Title Association or California Land Title Association lender's title insurance policy, acceptable to Fannie Mae or Freddie Mac, Purchaser, or state law, issued by a title insurer acceptable to Fannie Mae or Freddie Mac, the Purchaser, or state law and qualified to do business in the jurisdiction where the Mortgaged Property is located, insuring the Seller, its successors and assigns as to the first priority lien of the Security Instrument in the original principal amount of the Mortgage Loan and, with respect to adjustable rate Mortgage Loans, against any loss by reason of the invalidity or unenforceability of the lien resulting from the provisions of the Security Instrument providing for adjustment in the Mortgage Interest Rate or Monthly Payment. Where required by state law or regulation, the Mortgagor has been given the opportunity to choose the carrier of the required mortgage title insurance. Additionally, such lender's title insurance policy affirmatively insures ingress and egress, and against encroachments by or upon the Mortgaged Property or any interest therein. The Seller and its successors and assigns are the sole insureds of such lender's title insurance policy, and such lender's title insurance policy is in full force and effect and will be in full force and effect upon the consummation of the transactions contemplated by the Agreement and will inure to the benefit of Purchaser and its assigns without any further act. No claims have been made under such lender's title insurance policy, and no prior holder of the related Security Instrument, including the Seller has done, by act or omission, anything which would impair the coverage of such lender's title insurance policy.

(w) LTV, PMI Policy. Except with respect to a Non-Delegated Mortgage Loan, in the event that the Mortgage Loan has a Loan to Value ratio, that is in excess of what is provided in the Seller Guide for the respective product type and as a result a Private Mortgage Insurance (“PMI”) policy is required by Purchaser, the Mortgage Loan has a valid and transferable PMI policy, except where such policy was impermissible at origination under applicable law, such Mortgage Loan was originated in compliance with applicable law. Unless the PMI policy for a Mortgage Loan was cancelled at the request of the Mortgagor or automatically terminated, in either case in accordance with applicable law, all premiums have been paid and all provisions of such PMI policy have been and are being complied with.

(x) Optional Insurance. All Mortgage Loans for which mortgage/credit life, accidental death, disability, unemployment, or any similar insurance is collected as part of the Mortgagor’s Monthly Payment are identified in the Mortgage Loan File and fully comply with applicable law. No Mortgagor was required to purchase any single premium credit insurance policy (e.g., life, mortgage, disability, accident, unemployment, or health insurance product) or debt cancellation agreement as a condition of obtaining the extension of credit. No Mortgage Loan contains a single premium credit life or disability insurance policy that has been financed. Any Mortgage Loan involved with any type of optional insurance has been properly serviced including, without limitation, the proper application and collection of premiums, the maintenance of complete and accurate records, processing and payment of claims and the handling of correspondence. None of the Mortgage Loans has an optional insurance product that, as of the Purchase Date, is being provided free of charge to a Mortgagor.

(y) Insurance. All required insurance policies, of whatever type, remain in full force and effect. Seller has not engaged in, and has no knowledge of the Mortgagor having engaged in, any act or omission which would impair the coverage validity or binding effect of any such policies. No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable insurance or guaranty, irrespective of the cause of such failure of coverage. In connection with the placement of any such insurance, no commission, fee, or other compensation has been or will be received by the Seller, or any designee of the Seller, or any corporation in which the Seller, or any officer, director, or employee of the Seller had a financial interest at the time of placement of such insurance.

(z) Mortgaged Property Undamaged; No Condemnation Proceedings. As of the related Purchase Date, there is no damage to the Mortgaged Property from waste, fire, windstorm, flood, tornado, earthquake or earth movement, hazardous or toxic substances, other casualty, or any other property related circumstances or conditions that would adversely affect the value or marketability of any Mortgage Loan or Mortgaged Property, and adequate insurance is in place to cover all such events. As of the Purchase Date, there is no proceeding pending or, to the best of the Seller’s knowledge, threatened for the partial or total condemnation of the Mortgaged Property that would adversely affect the Mortgage Loan.

(aa) Location of Improvements; No Encroachments. All improvements subject to the Mortgage which were considered in determining the value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property (and wholly within the project with respect to a Condominium unit) and no improvements on

adjoining properties encroach upon the Mortgaged Property except those which are insured against by the title insurance policy referred to in subsection (v) above and all improvements on the Mortgaged Property comply with all applicable zoning and subdivision laws and ordinances.

(bb) Appraisal. The Mortgage Loan File contains an appraisal or property valuation relating to the Mortgaged Property, in a form acceptable to Fannie Mae or Freddie Mac or otherwise permitted under the Seller Guide. Any appraisal or property valuation prepared in connection with a Mortgaged Property (i) complies with the requirements of FIRREA, provides an accurate estimate of the bona fide market value of such Mortgaged Property at the time of origination, and was prepared by an appraiser, acceptable to the applicable Agency, with no direct or indirect interest in the Mortgaged Property or the transaction, (ii) complies in all respects with all applicable appraiser independence requirements, restrictions and guidelines including those contained in the Appraiser Independence Requirements as adopted by Fannie Mae or Freddie Mac and the Appraisal Independence Requirements, and (iii) complies with the applicable requirements, restrictions, and guidelines contained in the Seller Guide.

(cc) Construction Defects. Any home or other improvement included within the Mortgaged Property was constructed in a workmanlike manner, and was accepted by the original homeowner or Mortgagor in good and habitable condition and working order, and conforms with all warranties, express or implied, representations, legal obligations, and local, state and federal requirements and codes concerning the condition, construction, and placement of the home or improvement.

(dd) Occupancy of the Mortgaged Property. Except with respect to a Non-Delegated Mortgage Loan, the Seller gave due consideration, which need not be documented, at the time of origination to factors, such as other real estate owned by the Mortgagor, commuting distance to work, appraiser comments and notes, and any difference between the mailing address in the servicing system and the Mortgage Property address, to evaluate whether the intended occupancy status of the property as represented by the Mortgagor was reasonable. The Mortgaged Property is lawfully occupied under applicable law. All inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy, have been made or obtained from the appropriate authorities and no improvement located on or part of the Mortgaged Property is in violation of any zoning law or regulation.

(ee) Type of Mortgaged Property. The Mortgaged Property consists of a parcel of real property with a detached single family residence erected thereon, or a two-to four-family dwelling, or an individual Condominium unit, or an individual unit in a Planned Unit Development. As of the date of origination, no portion of the Mortgaged Property was used for commercial purposes, and since the date of origination, no portion of the Mortgaged Property has been used for commercial purposes; provided, that mortgaged properties which contain a home office shall not be considered as being used for commercial purposes as long as the Mortgaged Property has not been altered for commercial purposes and is not storing any chemicals or raw materials other than those commonly used for homeowner repair, maintenance and/or household purposes.

(ff) Environmental Matters. There is no pending action or proceeding directly involving any Mortgaged Property of which the Seller is aware in which compliance with any environmental law, rule or regulation is an issue and nothing further remains to be done to satisfy in full all requirements of each such law, rule or regulation constituting a prerequisite to use and enjoyment of said property. The Mortgaged Property is free from any and all toxic or hazardous substances and there exists no violation of any local, state or federal environmental law, rule or regulation.

(gg) Unacceptable Investment. The Seller has no knowledge of any circumstances or condition with respect to the Mortgage, the Mortgaged Property, the Mortgagor or the Mortgagor's credit standing that could reasonably be expected to cause investors to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or materially adversely affect the value or the marketability of the Mortgage.

(hh) Income/Employment/Assets. The Seller verified the Mortgagor's income, employment and/or assets in accordance with its written underwriting guidelines and employed procedures reasonably designed to authenticate the documentation supporting such income, employment and/or assets, all in accordance with the Seller Guide. The Seller has reviewed all of the documents constituting the Mortgage Loan File, including the Credit File, and has made such inquiries as it deems necessary to make and confirm the accuracy of the representations set forth herein.

(ii) Delinquency. All payments required to be made prior to the Purchase Date for such Mortgage Loan under the terms of the Mortgage Note have been made, no Borrower payment under the Mortgage Loan has not been dishonored, and no Mortgage Loan has been more than thirty (30) days delinquent since the related origination date.

(jj) Disclosure and Rescission Materials. The Mortgagor has received all disclosure materials required by applicable law with respect to the making of Mortgage Loans of the same type as the Mortgage Loan, has received in writing all rescission materials required by applicable law and has acknowledged receipt of such materials and such acknowledgement will remain in the Mortgage Loan File.

(kk) Texas Equity Loans. A Texas Equity Loan has been originated in compliance with the provisions of Article XVI, Section 50(a)(6) of the Texas Constitution, Texas Civil Statutes and the Texas Finance Code. With respect to a Texas Equity Loan that is a Cash-Out Refinance, the related Mortgage Loan Documents state that the Mortgagor may prepay such Texas Equity Loan in whole or in part without incurring a prepayment penalty. The Seller does not collect any such prepayment penalties in connection with any such Texas Equity Loan.

(ll) Anti-Money Laundering Laws. The Seller and its agents have at all times complied with Anti-Money Laundering Laws, in respect of the origination and servicing of each Mortgage Loan; the Seller has established an anti-money laundering compliance program as and to the extent required by the Anti-Money Laundering Laws, has conducted the requisite due diligence in connection with the origination and servicing of each Mortgage Loan for purposes of the Anti-Money Laundering Laws to the extent applicable to the Seller, and, to the extent required by applicable law, maintains, and will maintain, either directly or through third parties,

sufficient information to identify the applicable Mortgagor for purposes of the Anti-Money Laundering Laws. No Mortgage Loan is subject to nullification pursuant to Executive Order 13224 or OFAC Regulations or in violation of the Executive Order 13224 or the OFAC Regulations, and no Mortgagor is subject to the provisions of such Executive Order 13224 or the OFAC Regulations nor listed as a “blocked person” for purposes of the OFAC Regulations.

(mm) Predatory Lending Regulations. None of the Mortgage Loans are classified as (a) “high cost” loans under HOEPA or (b) “high cost,” “threshold,” “covered,” “predatory” or “abusive” loans under any other applicable state, federal or local law, regulation relating to such loans (as such terms are defined therein) (or similarly classified loan using different terminology under a law, regulation or ordinance imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees). No Mortgage Loan has an “annual percentage rate” or total “points and fees” payable by the related Mortgagor (as each such term is calculated under HOEPA) that equal or exceed the thresholds set forth by HOEPA and its implementing regulations, including 12 C.F.R. § 1026.32(a)(1)(i). No predatory or deceptive lending practices, including, without limitation, the extension of credit without regard to the ability of the Mortgagor to repay and the extension of credit which has no apparent benefit to the Mortgagor, were employed in the origination of the Mortgage Loan.

(nn) Arbitration. No Mortgagor agreed to submit to arbitration to resolve any dispute arising out of or relating in any way to the Mortgage Loan transaction; any breach of this representation shall be deemed to materially and adversely affect the value of the Mortgage Loan and shall require a repurchase of the affected Mortgage Loan.

(oo) Higher Cost Products. The Mortgagor was not encouraged or required to select a Mortgage Loan product offered by the Seller which is a higher cost product designed for less creditworthy Mortgagors, unless at the time of the Mortgage Loan’s origination, such Mortgagor did not qualify for a lower-cost credit product then offered by Seller taking into account such facts as, without limitation, the Mortgage Loan’s requirements and the Mortgagor’s credit history, income, assets and liabilities and debt-to-income ratios.

(pp) Prepayment Penalties. With respect to any Mortgage Loan that contains a provision permitting imposition of a penalty or fee upon a prepayment, in whole or in part, prior to maturity: (i) the Mortgage Loan provides some benefit to the Mortgagor (e.g., a rate or fee reduction) in exchange for accepting such prepayment penalty, (ii) the Seller has a written policy of offering the Mortgagor the option of obtaining a Mortgage Loan that did not require payment of such a penalty, (iii) the prepayment penalty was adequately disclosed to the Mortgagor in the Mortgage Loan Documents pursuant to applicable state, local and federal law, and (iv) the Mortgage Loan Documents with respect to such Mortgage Loan specifically authorize such prepayment premium to be collected and such prepayment premium is permissible and enforceable in accordance with the terms of the related Mortgage Loan Documents and applicable law.

(qq) Complete Mortgage Loan Files. The instruments and documents with respect to each Mortgage Loan required to be delivered to the Purchaser on or prior to the Purchase Date have been delivered to the Purchaser or its Custodian.

(rr) Escrow Payments. All escrow payments have been collected in full compliance with state and federal law and the provisions of the related Mortgage Note and Security Instrument. As to any Mortgage Loan that is the subject of an escrow, escrow of funds is not prohibited by applicable law and has been established in an amount sufficient to pay for every escrowed item that remains unpaid and has been assessed but is not yet due and payable. No escrow deposits or other charges or payments due under the Mortgage Note have been capitalized under any Mortgage or the related Mortgage Note.

(ss) Escrow Holdbacks. There are no Mortgage Loans subject to outstanding escrow holdbacks except those specifically identified by Seller as defined in the Seller Guide.

(tt) Regarding the Mortgagor. The Mortgagor is one or more natural persons and/or trustees for an Illinois land trust or a trustee under a “living trust” and such “living trust” is in compliance with the Seller Guide for such trusts. Either the Mortgagor is a natural person or the related Co-Borrower or guarantor is a natural person. The Mortgagor is not in violation of any laws regarding identity theft.

(uu) Tax Identification. All tax identifications for individual Mortgagors have been certified as required by law. Seller has complied with all IRS requirements regarding the obtainment and solicitation of taxpayer identification numbers and the taxpayer identification numbers submitted to the Purchaser are correct.

(vv) Deeds of Trust. If the Mortgage constitutes a deed of trust, a trustee, duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named in the Mortgage, and no fees or expenses are or will become payable by the Purchaser to the trustee under the deed of trust, except in connection with a trustee’s sale after default by the Mortgagor.

(ww) Adverse Selection. No selection procedures were used by the Seller that identified the Mortgage Loans as being less desirable or valuable than other comparable Mortgage Loans in the Seller’s portfolio.

(xx) Due on Sale Clause. Each Security Instrument contains a provision for the acceleration of the payment of the unpaid principal balance of the related Mortgage Loan in the event the related Mortgaged Property is sold without the prior consent of the mortgagee there under.

(yy) Nontraditional Mortgage Loan. Each Mortgage Loan that is a “nontraditional mortgage loan” within the meaning of the Interagency Guidance on Nontraditional Mortgage Product Risk, 71 FR 58609, and complies in all respects with such guidance, including any interpretations, applications or implementation plans with respect thereto that have been communicated and/or agreed to by a regulator of the Seller, as originator of the Mortgage Loan.

(zz) FHA Mortgage Insurance Certificate; VA Loan Guaranty. With respect to each FHA Loan, the Seller has taken all steps required by FHA Regulations (including, without limitation, (i) the processing, underwriting and closing of such FHA Loan in accordance with FHA Regulations and any conditions imposed by the FHA in its “firm commitment” which

relates to such FHA Loan and (ii) the timely remittance of the related mortgage insurance premium to the FHA in accordance with FHA Regulations) which are a prerequisite to the issuance of the FHA MIC and the issuance of such FHA MIC is subject only to the completion of standard FHA clerical procedures. With respect to each VA Loan, the Seller has taken all steps required by VA Regulations (including, without limitation, (i) the processing, underwriting and closing of such VA Loan in accordance with VA Regulations and any conditions imposed by the VA in its “firm commitment” which relates to such VA Loan and (ii) timely remittance of the related funding fee to the VA in accordance with VA Regulations) which are a prerequisite to the issuance of the VA LGC and the issuance of such certificate is subject only to the completion of standard VA clerical procedures. The evidence of insurance or loan guaranty must be delivered to Purchaser within sixty (60) days of the Purchase Date.

(aaa) Servicing Issues. To the extent any Mortgage Loan is serviced in any manner prior to the purchase and transfer of such Mortgage Loan to the Purchaser, the servicing of such Mortgage Loan and the transfer of the servicing for such Mortgage Loan to the Purchaser complies with any and all federal, state or local laws, rules or regulations applicable to such servicing activities as well as any and all applicable Agency guidelines or requirements, whether such servicing was performed by the Seller or by any other person. Without in any way limiting the foregoing, such servicing shall include but shall not be limited to, the provision of any notices or disclosures to Mortgagor, maintenance of the payment, any escrow amounts required in connection with such servicing, and any actions or inactions involved with respect to the transfer of servicing to the Purchaser.

(bbb) SAFE Act Compliance. Without limiting any other provision of this Agreement or the Seller Guide, Seller represents and warrants that it is in compliance with all state or federal licensing or registration requirements enacted pursuant to the SAFE Act including (but not limited to) adoption of policies and procedures necessary and appropriate to ensure that Seller and its employees meeting the definition of “mortgage loan originator” under such laws are licensed or registered, as applicable. The Seller agrees to provide, on the Purchaser’s request, reasonable access to documents and records relating to or evidencing the Seller’s compliance with state or federal licensing or registration requirements for individuals performing mortgage loan origination activities, including (but not limited to) the Seller’s policies and procedures to comply with any state or federal licensing or registration requirements. Seller shall promptly report to Purchaser any agency or judicial finding or other determination of SAFE Act noncompliance by the Seller or any employee of the Seller.

(ccc) Leases. The Mortgaged Property is either a fee simple estate or a long-term residential lease. If the Mortgage Loan is secured by a long-term residential lease then all of the following statements are true and correct (1) the terms of such lease expressly permit the mortgaging of the leasehold estate, the assignment of the lease without the lessor’s consent (or the lessor’s consent has been obtained and such consent is in the Mortgage Loan File) and the acquisition by the holder of the Mortgage of the rights of the lessee upon foreclosure or assignment in lieu of foreclosure or provide the holder of the Security Instrument with substantially similar protection; (2) the terms of such lease do not (x) allow the termination thereof upon the lessee’s default without the holder of the Mortgage being entitled to receive written notice of, and opportunity to cure, such default or (y) prohibit the holder of the Security Instrument from being insured under the hazard insurance policy related to the Mortgaged

Property; (3) the original term of such lease is not less than 15 years; (4) the term of such lease does not terminate earlier than five years after the maturity date of the Mortgage Note; and (5) the Mortgaged Property is located in a jurisdiction in which the use of leasehold estates for residential properties is an accepted practice.

EXHIBIT “C”

FINAL DOCUMENTS

The Final Documents for each Mortgage Loan are the following original recorded documents, unless otherwise provided below:

- The original Security Instrument with evidence of recording thereon, and any required addendums or riders. To the extent that the original Security Instrument has been retained by the controlling jurisdiction, the Seller shall deliver a county-certified copy; *provided*, that such copy contains an original certification by the judicial or other governmental authority of the jurisdiction where the Security Instrument was recorded.
- With respect to any Mortgage Loan other than a MERS Designated Mortgage Loan, all intervening Assignments of Mortgage showing a complete chain of title from the Originator to the Person assigning the Mortgage Loan to the Purchaser, with evidence of recording thereon. With respect to any MERS Designated Mortgage Loan, an assignment to MERS, with evidence of recording thereon. To the extent that an original Assignment of Mortgage has been retained by the controlling jurisdiction, the Seller shall deliver a county-certified copy; *provided*, that such copy contains an original certification by the judicial or other governmental authority of the jurisdiction where such Assignment of Mortgage was recorded.
- The original Consolidation, Extension, and Modification Agreement, if applicable.
- The original Modification Agreement, if applicable.
- Any other original recorded documents specific to the property type (e.g., condos, co-ops) and/or applicable to lien perfection.
- For Mortgage Loans secured by Mortgaged Property in states other than Iowa, the original title insurance policy or short form title insurance policy, which contains a legal description of the Mortgaged Property and which has been marked up and signed on the date of origination by an authorized agent of the title insurer, with the named insured as “Originator, its successors and/or assigns” or, if the original title insurance policy is not available to the Seller, the Seller may, in lieu of delivering the original title insurance policy, deliver a duplicate original with jacket signed (or counter signed) by the issuing title insurance company, which must include Schedules A & B and all applicable conditions and stipulations or comparable information; *provided*, that if the title insurance carrier offers an electronic verification service, electronic verification will satisfy this requirement to deliver an original title insurance policy.
- For Mortgage Loans secured by Mortgaged Property in the state of Iowa, an attorney’s certificate of title in lieu of a title insurance policy.
- For each VA Loan, the original related VA LGC.

**[FIRST] AMENDMENT
TO THE
LOAN CORRESPONDENT PURCHASE AND SALE AGREEMENT**

This [First] Amendment to the Loan Correspondent Purchase and Sale Agreement (“Amendment”) dated as of _____, 201__ (the “Effective Date”) is hereby mutually agreed upon and entered into by and between LAKEVIEW LOAN SERVICING, LLC (“Lakeview”), and _____ (“Seller”) (Lakeview and the Seller may collectively be referred to as the “Parties,” and each as a “Party”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Loan Correspondent Purchase and Sale Agreement dated as of _____, 201[___] (the “Agreement”); and

WHEREAS, the Parties now wish to amend certain terms of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the above premises, and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Purchaser and Seller agree as follows:

Section 1.01 Designation of Purchaser.

(a) Lakeview and Seller agree that from time to time, Lakeview may designate an affiliate or other entity under common control with Lakeview (including but not limited to Bayview Acquisitions LLC) as the Purchaser (the “Designated Purchaser”) of certain eligible Mortgage Loans under the Agreement.

(b) In the event a Designated Purchaser is designated by Lakeview, the Commitment Confirmation will identify the Designated Purchaser, and by the issuance of a Commitment Confirmation, the Designated Purchaser will be deemed to have executed the Agreement as it relates to the purchase of the subject Mortgage Loan(s).

(c) With respect to each Mortgage Loan purchased by a Designated Purchaser as set forth herein, the Designated Purchaser shall be the Purchaser for any and all purposes under the Agreement (and the Guide) as amended.

Section 1.02 Amendment. This Amendment constitutes an amendment to the Agreement in accordance with the applicable provisions of the Agreement.

Section 1.03 Limited Effect. Except as amended hereby, the Agreement shall continue in full force and effect in accordance with the terms thereof.

Section 1.04 Governing Law and Venue. This Amendment shall be construed in accordance with the laws of the jurisdiction specified in the Agreement for construction of the Agreement, without reference to the choice of law principles under the laws of such jurisdiction. Any legal action or proceeding relating to this Amendment will be instituted in the venue(s) specified for the institution of legal actions or proceedings in the Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

PURCHASER:
LAKEVIEW LOAN SERVICING, LLC

By: _____
Name: Marcella DeCerbo
Title: VP – Counterparty Risk

SELLER:
[_____]

By: _____
Name: _____



NOTE DELIVERY
Bayview Acquisitions, LLC 507 Prudential Rd, Mail Stop S142 Horsham, PA 19044 Attn: Bayview Correspondent
NOTE ENDORSEMENTS
Must be endorsed in Blank
BAILEE INFORMATION
Bayview Acquisitions, LLC
MERS TRANSFER
Servicer: 1007786 (Bayview Loan Servicing, LLC) Investor: 1007786 (Bayview Loan Servicing, LLC) Subservicer: N/A
MORTGAGEE CLAUSE
Bayview Loan Servicing, LLC, Its Successors and/or Assigns PO Box 5933 Troy, MI 48007-5933
MORTGAGE INSURANCE NOTIFICATION
Bayview Loan Servicing, LLC, Its Successors and/or Assigns PO Box 5933 Troy, MI 48007-5933
FIRST PAYMENT ADDRESS
Bayview Loan Servicing, LLC PO Box 650091 Dallas, TX 75265-0091
GOOD-BYE LETTER/NOTICE OF TRANSFER – GENERAL BORROWER CORRESPONDENCE
Bayview Loan Servicing, LLC Customer Service Department 4425 Ponce De Leon Blvd 5 th Floor Mailroom Coral Gables, FL 33146
BAYVIEW LOAN SERVICING, LLC CUSTOMER SERVICE TELEPHONE AND HOURS OF OPERATION
Toll Free 855-813-6597 8:00 am – 9:00 pm EST Monday - Friday

