

Section 1.00 – Correspondent Eligibility, Definitions and Other Requirements

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Overview

General

This Correspondent Seller Guide sets forth, the general information, policies and procedures, terms and conditions and loan program requirements which are applicable to all loan purchase transactions between SunTrust Bank (SunTrust), and its approved correspondent lenders. With respects to loans sold to SunTrust, and in addition to the Correspondent Loan Purchase Agreement and any other legal agreements between SunTrust, and the correspondent lender, each correspondent lender is bound by all provisions of this Guide.

Related Bulletins

General

Related bulletins are provided below in PDF format. To view the list of published bulletins, select the applicable year below.

- [2018](#)
 - [2017](#)
 - [2016](#)
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Defined Terms

General

Agreement means the Correspondent Loan Purchase Agreement between Seller and SunTrust together with the Seller Guide and Program Documents and any other materials incorporated into the Agreement pursuant to the terms of the Agreement and all exhibits, schedules, amendments and supplements to the Agreement.

Annual Certification means a review by SunTrust of Seller's ability to continue to be an Approved Seller, requiring delivery of annual financials within 120 days after the end of each Seller fiscal year, in a form acceptable to Seller, and other data requested by SunTrust in its sole discretion, including data to evaluate delinquencies, quality control errors, billings that are aged, characteristics of originations or servicing, and, if applicable, FHA-related data.

Applicable Law means all applicable federal, state or local statutes, laws, ordinances, rules and regulations and any other applicable requirements and guidance of any government or agency or instrumentality thereof, including, but not limited to, the Consumer Financial Protection Bureau (CFPB), the Federal Housing Administration (FHA), and the Department of Housing and Urban Development (HUD), as such may be amended, modified or supplemented from time to time, and applicable judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions.

Approved Seller means an entity meeting the requirements below, that has received written approval from SunTrust, and that has met its Annual Certification requirements and not received a notification of termination from SunTrust:

1. The principal business purpose is the origination and selling of residential mortgage loans for a period of time satisfactory to SunTrust
2. Demonstrated ability and adequate staff and facilities to originate, process, underwrite, close, sell and qualify mortgage loans satisfactory to SunTrust
3. Demonstrated ability and adequate staff and facilities to service mortgage loans satisfactory to SunTrust
4. Adjusted net worth, set forth in audited financial reports, of the two most recent fiscal years and quarter satisfactory to SunTrust
5. Adequate rating by an independent financial institution ratings service satisfactory to SunTrust
6. If applicable, HUD eligible and HUD approved and HUD compare ratio satisfactory to SunTrust
7. Warehouse lenders satisfactory to SunTrust
8. Background checks and reviews satisfactory to SunTrust
9. Insurance related to errors and omissions, fidelity bond satisfactory to SunTrust
10. Demonstrate due organization, valid existence, proper and current licensure, due authority for all business satisfactory to SunTrust
11. Demonstrated compliance policy and procedures satisfactory to SunTrust
12. Demonstrated quality control functions satisfactory to SunTrust including internal audit and management control systems, quality control plan, monitoring of vendors and service providers

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Defined Terms, Continued

General, (continued)

Business Day means any day other than a Saturday, Sunday or a day on which banking and savings and loan institutions in the Commonwealth of Virginia are authorized or obligated by law or executive order to be closed unless such day is required to be counted pursuant to Applicable Law.

Accepted Servicing Practices means those mortgage servicing practices (including collection practices and procedures) of prudent mortgage banking institutions which service mortgage loans of the same type as such Mortgage Loan in the jurisdiction where the related Mortgaged Property is located, and which are in accordance with (i) accepted mortgage servicing practices of prudent lending institutions, (ii) the Fannie Mae Guides, as amended from time to time, (iii) the terms of the Mortgage Loan documents and (iv) Applicable Law.

Early Payment Default means a Mortgage Loan for which the borrower, within the first four (4) months following the Purchase Date, fails to pay all or any part of the monthly installment of principal and interest due on a Note, or the escrows or other amounts required to be paid under the terms of the Mortgage after any such amount is due, which nonpayment continues for a period of 90 days.

Fannie Mae or FNMA means the Federal National Mortgage Association, or any successor thereto.

First Payment Default means a Mortgage Loan for which the borrower, within the first sixty (60) days after the first date such amount is due, fails to pay all or part of the first monthly installment of principal and interest due on a Note or the escrows or other amounts required to be paid under the terms of a Mortgage after the first date any such amount is due.

Funding Advice means a written statement from SunTrust to Seller in the form of the document provided in Exhibit C.

Freddie Mac or FHLMC means the Federal Home Loan Mortgage Corporation, or any successor thereto.

Lock Confirmation means a written communication by SunTrust to Seller of certain data in the form of the document provided in Exhibit A. Notwithstanding any Lock Confirmation or other document that has been exchanged between the parties, until Purchase Date, SunTrust reserves the right to decline to purchase any mortgage loan offered to SunTrust by Seller.

Mortgage Loan means any eligible residential mortgage loan sold, assigned, and transferred to SunTrust pursuant to a signed Correspondent Loan Purchase Agreement between Seller and SunTrust, including without limitation, the mortgage file, the servicing rights, monthly payments, principal prepayments, liquidation proceeds, condemnation proceeds, insurance proceeds, real estate owned disposition proceeds, escrows, the Mortgage Note, the Mortgage, all applicable insurance policies and all other rights, benefits, proceeds and obligations arising from or in connection with such mortgage loan.

Mortgage means the security instrument securing a Mortgage Loan with real property including, without limitation, a mortgage, a deed of trust, a deed to secure debt, a security deed or any other security instrument, together with all riders or amendments to such instrument.

Continued on next page

Defined Terms, Continued

General, (continued)

Mortgage Note or Note means the original, executed instrument evidencing the borrower's promise to repay the loan amount, plus interest, of the Mortgage Loan, together with all riders or amendments to such instrument.

Mortgaged Property means the Mortgagor's real property securing repayment of a related Mortgage Note, consisting of a fee simple interest, except for leaseholds, in a single parcel of real property improved by a residential dwelling.

Mortgage File means: (1) the Note, with intervening assignments, and endorsed to SunTrust Bank.; (2) if a guarantee was executed in connection with the Mortgage Note, a copy of such guarantee; (3) the Mortgage, with evidence of recording or a certified copy of the recorded mortgage; (4) all intervening assignments with evidence of recording or copies of same, or, if registered in MERS, an assignment in MERS to SunTrust (5) the original or a copy of mortgage title insurance policy; (6) if assumed, a copy of the assumption agreement; (7) if applicable, the originals or copies of any extension, release, or written modification; (8) if anyone has signed any such document on behalf of another, an original or copy of the power of attorney; (9) the original of any security agreement, chattel mortgage or equivalent document executed in connection with the Mortgage Loan; (10) the residential loan application; (11) an accurate and final Mortgage Loan closing document required by the Real Estate Settlement Procedures Act and/or Truth In Lending Act; (12) if required, verification of employment and income; (13) verification of acceptable evidence of source and amount of down payment; (14) credit report on Mortgagor, in a form acceptable to Fannie Mae or Freddie Mac; (15) residential appraisal report; (16) photograph of the Mortgaged Property; (17) survey of the Mortgaged Property, unless a survey is not required by the title insurer; (18) copy of each instrument necessary to complete identification of any exception set forth in the exception schedule in the title policy, i.e., map or plat, restrictions, easements, home owner association declarations, etc.; (19) if applicable, termite report, structural engineer's report, water potability and septic certification; (20) if applicable, sales contract; (21) the related Form 1008 (underwriter transmittal form); (22) a copy of any hazard insurance policy, including any flood insurance policy, related to the Mortgaged Property, including the declaration pages related to any such insurance policy; (23) if applicable, a copy of the certificate of occupancy for the related Mortgaged Property; (24) verification of Mortgagor's compliance with the applicable underwriting guidelines, including reasonable, documented compensating factors, as applicable.

Post-Closing Document means the original of any items required to be in a Mortgage File that may be delivered post-closing pursuant to the Seller Guide.

Power of Attorney means a limited power of attorney in the form of the document provided in Exhibit B.

Purchase Date means the date on which SunTrust purchases all right, title, and interest in the Mortgage Loan from Seller and pays Seller for such Mortgage Loan.

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Defined Terms, Continued

General, (continued)

Repurchase Price means the Purchase Price paid by SunTrust to Seller on the related Purchase Date plus (a) any advances paid by SunTrust related to such Mortgage Loan, and (b) any interest or other amounts paid to any party related to the Mortgage Loan or the servicing of such Mortgage Loan less any recovery actually received by SunTrust from the borrower and the sale of the Mortgaged Property.

Servicing Release Premium means the amount paid by SunTrust to Seller for the sale of the servicing rights related to a Mortgage Loan as reflected on the **Funding Advice**.

Representations and Warranties with Respect to Each Seller

General

The Seller, hereby represents, warrants, and covenants to SunTrust that, as of the Effective Date of its Agreement and as to each Purchase Date:

- (a) *Due Organization.* The Seller is and shall continue to be duly organized, validly existing, and in good standing under the laws of the United States, and under the laws of each state in which the Seller is incorporated, chartered, organized, or conducting business. The Seller, and its applicable employees, officers, agents, third party originators, and assignees of Seller: (a) have and shall have all federal, state, and local licenses, registrations, and certifications necessary or convenient to carry on its business, (b) are and shall continue to be licensed, qualified, and in good standing under the laws of the United States and each state where a Mortgaged Property and/or a borrower is located, as applicable, (c) will remain in good standing with state and federal authorities to the extent necessary to ensure enforceability of all Mortgage Loans, (d) have written policies and procedures in place to ensure compliance of Seller, its employees, officers, agents, and third party originators and Seller's assignees with all applicable licensing, registration, and related disclosure and record retention requirements at the entity level and at the individual level, and (e) have not taken into account any de minimus licensing or registration exemptions to deliver Mortgage Loans to SunTrust. The Seller has disclosed, unless prohibited by applicable law or regulation, to SunTrust all reports, actions, and sanctions, and any unresolved findings of any agency, court, or instrumentality with oversight or authority over Seller within two (2) years prior to the Contract effective date. Except as previously disclosed to SunTrust in writing in advance, Seller is not subject to any agreement or order with or by any such agency, court, or instrumentality with oversight or authority over Seller. Seller is in compliance with any and all capital, leverage, or other financial or regulatory requirements imposed by any applicable oversight or regulatory authority. No licenses or approvals obtained by the Seller have been suspended or revoked by any court, administrative agency, arbitrator or governmental body and no proceedings are pending which might result in such suspension or revocation. No disciplinary action, enforcement action, lawsuit, administrative proceeding or similar action or proceeding by FHA, VA, FHLMC, FNMA, HUD, GNMA, CFPB or state or federal authority exists or is threatened against Seller or any of the Seller's affiliated or parent companies, or against any of the directors, officers, employees, or agents of either Seller or any of Seller's affiliated or parent companies.
- (b) *Authority.* The Seller has the full power and authority to hold each Mortgage Loan, to sell each Mortgage Loan and to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement, the Seller Guide or the other Program Documents (including all instruments of transfer to be delivered pursuant to this Agreement) by the Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized. The Agreement, including the obligations of the Seller Guide or the other Program Documents has been duly executed and delivered and constitutes the valid, legal, binding and enforceable obligation of the Seller. The Agreement and the obligations of the Seller Guide or other Program Documents: (i) constitutes the "written agreement" of the Seller, (ii) has been approved by the board of directors of Seller, the executive committee thereof or the loan committee of the Seller and such approval is reflected in the minutes of the board of directors,

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Representations and Warranties with Respect to Each Seller, Continued

General, (continued)

executive committee or loan committee, and (iii) will be an official record of the Seller continuously from the time of its execution.

- (c) *No Consent Required.* No consent, approval, authorization or order of 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, the Seller Guide or the other Program Documents or the sale of the Mortgage Loans as evidenced by the consummation of the transactions contemplated by this Agreement, the Seller Guide or the other Program Documents;
- (d) *No Litigation Pending.* There is no action, suit, proceeding, claim, investigation or litigation pending or, to the best of the Seller's knowledge, threatened, which either in any one instance or in the aggregate, if determined adversely to the Seller, would materially adversely affect the enforceability of this Agreement or the Seller's ability to perform its obligations under this Agreement, the Seller Guide or the other Program Documents.
- (e) *No Conflicts.* Neither the execution and delivery of this Agreement, the Seller Guide or the other Program Documents, the acquisition or origination of the Mortgage Loans by the Seller, the sale of the Mortgage Loans to SunTrust, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the Seller Guide or the other Program Documents, will conflict with or result in a breach of the Seller's organization documents 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 upon any of its properties.
- (f) *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, the Seller Guide or the other Program Documents.
- (g) *Financial Statements.* The Seller has delivered to SunTrust financial statements as to its last two (2) complete fiscal years and the most recent quarter-end prior to the execution of this Agreement. All such financial statements fairly present the pertinent results of operations and changes in financial position for each of such periods and the financial position at the end of each such period of the Seller and have been prepared in accordance with generally accepted accounting principles of the United States consistently applied throughout the periods involved, except as set forth in the notes thereto. There has been no change in the business, operations, financial condition, properties or assets of the Seller since the date of the Seller's financial statements that would have a material and adverse effect on its ability to perform its obligations under this Agreement, the Seller Guide or the other Program Documents.

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Representations and Warranties with Respect to Each Seller, Continued

General, (continued)

- (h) *No Insolvency; Ordinary Course of Business.* The Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor has the Seller received written notice that any such petition been filed against the Seller. The Seller is not insolvent and the consummation of the transactions contemplated by this Agreement shall not render the Seller insolvent. The Seller has now and will have as of each Purchase Date sufficient capital or net worth to meet its current obligations. The consideration received by the Seller upon the sale of the Mortgage Loans under this Agreement constitutes fair consideration and reasonably equivalent value for the Mortgage Loans, bargained for and arrived at through arm's length negotiations by and between the Seller and SunTrust. The Seller has entered into this Agreement and consummated the transactions contemplated hereunder in the ordinary course of business and not with an intent to hinder, delay or defraud any creditor of the Seller or any of its affiliates. The transfer, assignment and conveyance of the Mortgage Loans is not subject to the bulk transfer or any similar statutory provisions in effect in any jurisdiction.
- (i) *No Untrue Information.* Neither this Agreement nor any information, statement, tape, diskette, report, form, or other document or materials furnished or to be furnished by or on behalf of the Seller pursuant to this Agreement, the Seller Guide or the other Program Documents or the transactions contemplated therein contains or will contain any untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading;
- (j) *Third Party Compliance.* When a person or entity originates a loan on Seller's behalf, originates a loan on its own behalf and then sells it to Seller, or performs any acts for the Seller which the Program Documents or this Contract requires Seller to perform, such person or entity has complied with all applicable requirements of the Program Documents and this Contract with respect to such Mortgage Loan. All parties that have had any interest in a Mortgage Loan are in compliance with Applicable Laws. No third party originator that originated a Mortgage Loan was on the exclusionary list of SunTrust.
- (k) *Sale Treatment.* The disposition of the Mortgage Loans shall be treated as a sale on the books and records of the Seller. The Seller has determined that the disposition of the Mortgage Loans pursuant to this Agreement will be afforded sale treatment for accounting and tax purposes. The Seller shall maintain records which shall reflect SunTrust's ownership of each Mortgage Loan.
- (l) *Securities Laws.* The offer, issuance, sale, delivery of the Mortgage Loans under the circumstances contemplated in the Contract and Program Documents constitute exempt transactions under both the Security Act of 1933 and any state securities laws and no registration of the Mortgage Loans is required under either or any other Applicable Laws.

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Representations and Warranties with Respect to Each Seller, Continued

General, (continued)

- (m) Seller has in place, in-force errors and omissions, fidelity bond and general liability insurance policies; providing coverage in such amounts as may be required from to time by SunTrust at its sole discretion.

 - (n) Seller has submitted to SunTrust and maintains a current and accurate list of its senior management. Seller shall notify SunTrust in writing promptly, but no later than 3 Business Days after, of any changes to senior management. Seller shall notify SunTrust in writing 30 days prior to any intended changes to: (a) Seller's name or any name under which the Seller does business; or (b) any acquisition of control of the Seller (or any parent company of the Seller) or any merger involving Seller (or any parent company of Seller).
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Representations and Warranties with Respect to Each Mortgage Loan

General

The Seller, with respect to Mortgage Loans sold by it, hereby represents, warrants, and covenants to SunTrust that, as to each Mortgage Loan and as of the related Purchase Date:

- (a) **Compliance with Seller Guide and Applicable Laws.** (1) The origination, underwriting, processing, and closing practices used by the Seller and all other parties which have had any interest in the Mortgage Loan, whether as mortgagee, assignee, pledgee or otherwise, are (and, during the period in which they held and disposed of such interest, were), legal, in compliance with Applicable Law, executive orders, this Agreement, the Guide, the Program Documents and all other requirements customary in the origination, underwriting, processing, and closing of mortgage loans in the jurisdiction where the Mortgaged Property is located; and (2) the collection and servicing practices used by the Seller, as servicer, or any prior servicer with respect to each Mortgage Loan, have been in all respects legal, in compliance with all Applicable Law, executive orders, this Agreement, the Guide, the Program Documents and customary in the mortgage origination and servicing industry and the collection and the servicing practices used by the Seller, as servicer, or any prior servicer, have been consistent with all Applicable Laws, Accepted Servicing Practices and the applicable Mortgage Note. 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 and rescission materials required by Applicable Law if the Mortgage Loan is a Refinanced Mortgage Loan and has acknowledged receipt of such materials to the extent required by Applicable Law and such documents will remain in the Mortgage File. The consummation of the transactions contemplated hereby will not involve the violation of Applicable Law or any other requirement to which the Seller is subject. Each Mortgage Loan, at the time it was made and, if subsequently modified, the effective date of the modification, complied with Applicable Law, including, but not limited to, all applicable predatory and abusive lending laws.
- (b) **Mortgage Loans as Described.** The information set forth in the Mortgage Loan File and any other data related to the Mortgage Loan delivered by or on behalf of the Seller to the SunTrust is true, correct and complete, it is consistent with the contents of the Seller's records and the Mortgage File, and is the most current information possessed by the Seller. Any seller or builder concession has been subtracted, as required elsewhere in the Seller Guide, for purposes of determining the loan-to-value ratio and total loan-to-value ratio.
- (c) **Ownership; No Accrued Liabilities.** The Seller is 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 Mortgage, are not assigned or pledged by the Seller and the Seller has good and marketable title thereto, and the Seller has full right to transfer and sell the Mortgage Loans to SunTrust free and clear of any encumbrance, participation interest, lien, equity, pledge, claim or security interest and has 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. Immediately following the sale of the Mortgage Loan to SunTrust pursuant to this Agreement, SunTrust will own such Mortgage Loan free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest. There are no accrued liabilities of Seller nor of any third party

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Representations and Warranties with Respect to Each Mortgage Loan, Continued

General, (continued)

originator from whom Seller may have acquired a Mortgage Loan with respect to any Mortgage Loan, nor are there any circumstances under which SunTrust would be liable for any such accrued liability as the successor to Seller's interest in a Mortgage Loan.

- (d) Validity of Mortgage Documents. The Mortgage Note and the related Mortgage 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 SunTrust. All parties to the Mortgage Note and the Mortgage had the legal capacity to enter into the Mortgage Loan and to execute and deliver the Mortgage Note, and the Mortgage Note and the Mortgage have been duly and properly executed by such parties.
- (e) No 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 party or person (including without limitation the Mortgagor and any originator, correspondent, mortgage broker, appraiser, realtor, builder, developer, title company, closing or settlement agent) involved in the solicitation or origination of the Mortgage Loan, the determination of the value of the mortgaged property, the application of any insurance in relation to such Mortgage Loan, or the sale or servicing of the Mortgage Loan or Mortgaged Property prior to the Purchase Date. The Seller has not made any representations to the Mortgagor that are inconsistent with the Mortgage File. The Seller has reviewed all of the documents constituting the Servicing File and has made such inquiries as it deems necessary to make and confirm the accuracy of the representations set forth herein. Seller has not received any actual or constructive notice of any identity theft, fraud, or other misrepresentation in connection with such Mortgage Loan or any party thereto.
- (f) No Satisfaction. The Mortgage is a valid and enforceable first lien on the Mortgaged Property and has not been satisfied, cancelled, subordinated or rescinded, in whole or in part, and the Mortgaged Property has not been released from the lien of the Mortgage, in whole or in part, nor has any instrument been executed that would affect any such satisfaction, cancellation, subordination, rescission or release.
- (g) No Outstanding Charges. There are no defaults by the Seller, the servicer or any prior servicer in complying with the terms of the Mortgage. All taxes, ground rents, 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. None of the Seller, the servicer or any prior servicer has 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.

Continued on next page

Representations and Warranties with Respect to Each Mortgage Loan, Continued

General, (continued)

- (h) Delinquency; No Default. All payments required to be made prior to the related Purchase Date for such Mortgage Loan under the terms of the Mortgage Note have been made. The Mortgage Loan has not been dishonored. No Mortgage Loan has been thirty (30) days or more delinquent since its origination date and, no Mortgage Loan is thirty (30) days or more delinquent on the Purchase Date. All delinquency figures are calculated and reported using the Mortgage Bankers' Association methodology. 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 neither the Seller nor the Servicer has waived any default, breach, violation or event permitting acceleration. No foreclosure action is currently threatened or has been commenced with respect to any Mortgaged Property.
- (i) No Mechanics' Liens. There are no mechanics', materialmen's 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 lien of the related Mortgage.
- (j) No Litigation. There is no litigation, proceeding, governmental investigation or class action lawsuit existing or pending or to the knowledge of Seller threatened, or any order, injunction, decree or settlement agreement outstanding, relating to or arising out of the Mortgage Loan, nor does Seller know of any basis for any such litigation, proceeding, governmental investigation or class action lawsuit.
- (k) Full Disbursement of Proceeds. The proceeds of the Mortgage Loan have been fully disbursed to or for the account of the Mortgagor. There is no obligation for the Mortgagee to advance additional funds thereunder. Any and all requirements as to completion of any on site or off-site improvement and as to disbursements of any escrow funds therefor have been complied with. All costs, fees and expenses incurred in making or closing the Mortgage Loan and the recording of the Mortgage have been paid. The Mortgagor is not entitled to any refund of any amounts paid or due to the Mortgagee pursuant to the Mortgage Note or Mortgage.
- (l) Customary Provisions. The Mortgage 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 Mortgage designated as a deed of trust by trustee's sale, and (ii) otherwise by judicial foreclosure. There is no homestead or other exemption or other 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, that would interfere with, restrict or delay, either (y) the ability of the Seller, SunTrust or any servicer or any successor servicer to sell the related Mortgaged Property at a trustee's sale or otherwise, or (z) the ability of the Seller, SunTrust or any servicer or any successor servicer to foreclose on the related Mortgage. The Mortgage Note and Mortgage are on forms acceptable to Fannie Mae or Freddie Mac.

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Representations and Warranties with Respect to Each Mortgage Loan, Continued

General, (continued)

- (m) Qualified Mortgage. Each Mortgage Loan is a “qualified mortgage” within Section 860G(a)(3) of the Internal Revenue Code.
- (n) No Defenses. No Mortgage Note or Mortgage are 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 Mortgage, or the exercise of any right thereunder, render either the Mortgage Note or the Mortgage 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.
- (o) Higher Cost Products. No Mortgagor was encouraged or required to select a Mortgage Loan product offered by the Mortgage Loan’s originator 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, taking into account credit history and debt-to-income ratios, for a lower-cost credit product then offered by the Mortgage Loan’s originator or any affiliate thereof.
- (p) Mortgaged Property Undamaged; No Condemnation Proceedings. There is no proceeding pending or threatened for the total or partial condemnation of the Mortgaged Property and such property is in good repair and is undamaged by waste, water, fire, earthquake or earth movement, windstorm, flood, tornado or other casualty, so as to affect adversely the value of the Mortgaged Property as security for the Mortgage Loan or the use for which the premises were intended. Each Mortgaged Property is in substantially the same condition it was at the time the most recent Appraised Value was obtained. The Mortgaged Property has not been damaged so as to adversely and materially affect its value and is otherwise in good repair. There are no proceedings pending for the partial or total condemnation of the Mortgaged Property. The Mortgaged Property and the surrounding area are not located in an area that has been designated a disaster-affected area by the Federal Emergency Management Agency or, if located in such an area, there is no damage to the Mortgaged Property and other requirements of the Seller Guide have been met.
- (q) Occupancy of the Mortgaged Property. The Mortgaged Property is lawfully occupied under Applicable Law.
- (r) Location of Improvements; No Encroachments. The Mortgaged Property consists of a fee simple estate in real property except for leaseholds. All improvements subject to the Mortgage which were considered in determining the Appraised 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). No improvements on adjoining properties encroach upon the Mortgaged Property except those which are insured against by the title insurance policy. All improvements on the Mortgaged Property comply with all applicable zoning and subdivision laws and ordinances. Neither the Seller nor its servicer has received notice from the Mortgagor, any governmental authority, or any other person of any noncompliance with any use or occupancy law, ordinance, regulation, standard, license, or certificate with respect to the Mortgaged Property.

Continued on next page

Representations and Warranties with Respect to Each Mortgage Loan, Continued

General, (continued)

- (s) Source of Loan Payments. No loan payment has been escrowed as part of the loan proceeds on behalf of the Mortgagor. No payments due and payable under the terms of the Mortgage Note and Mortgage or deed of trust, except for seller or builder concessions, have been paid by any person 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 other than the Mortgagor.
- (t) Original Terms Unmodified. The terms of the Mortgage Note and the Mortgage have not been impaired, waived, altered or modified in any respect.
- (u) Deeds of Trust. In the event 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 SunTrust to the trustee under the deed of trust, except in connection with a trustee's sale after default by the Mortgagor.
- (v) Due on Sale. The Mortgage contains an enforceable provision for the acceleration of the payment of the unpaid principal balance of the Mortgage Loan in the event that the Mortgaged Property is sold or transferred without the prior written consent of the Mortgagee thereunder.
- (w) Unacceptable Investment. Neither the Seller nor its servicer have any knowledge of any circumstances or condition with respect to the Mortgage Loan, the Mortgage, the Mortgaged Property, the Mortgagor or the Mortgagor's credit standing that could 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 Loan. Seller (i) has not previously offered any Mortgage Loan for sale in the secondary markets and (ii) has not repurchased any Mortgage Loan from any prior purchaser. The Seller used no adverse selection procedures in selecting the Mortgage Loan from among the outstanding first-lien residential mortgage loans owned by it which were available for sale to SunTrust.
- (x) Prepayment Penalties. No Mortgage Loan contains a provision permitting imposition of a penalty upon a prepayment prior to maturity.
- (y) Escrow Payments. With respect to escrow deposits and payments that the Seller, as Servicer, is entitled to collect, all such payments are in the possession of, or under the control of the Seller, and there exist no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made. All escrow payments have been collected in full compliance with state and federal law and the provisions of the related Mortgage Note and Mortgage. 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.

Continued on next page

Representations and Warranties with Respect to Each Mortgage Loan, Continued

General, (continued)

- (z) Servicemembers' Civil Relief Act. The Mortgagor has not notified the Seller or the Servicer, and neither the Seller nor the Servicer has knowledge of any relief requested or allowed to the Mortgagor under the Servicemembers' Civil Relief Act, or other similar state or local statutes.
- (aa) Environmental Matters. There is no pending action or proceeding directly involving any Mortgaged Property of which the Seller or the Servicer 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. As of origination of each Mortgage Loan, the related Mortgaged Property was in compliance with all applicable environmental laws pertaining to environmental hazards including, without limitation, asbestos. Each 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 and there exists no violation of any environmental law, rule, or regulation with respect to the Mortgaged Property.
- (bb) Certain Refinanced Loans. No Mortgage Loan is refinanced from a subsidized mortgage loan that contained terms more favorable to the related Mortgagor. No Mortgagor was encouraged or required by the Seller or any third party, to breach any agreement or default on any mortgage loan in connection with the origination of a Mortgage Loan in order to refinance a previously-originated mortgage loan.
- (cc) Credit Information. As to each consumer report (as defined in the Fair Credit Reporting Act, Public Law 91-508) or other credit information furnished by the Seller to SunTrust, the Seller has full right and authority and is not precluded by law or contract from furnishing such information to SunTrust.
- (dd) Member of MERS. Seller is a member of MERS in good standing. Each Mortgage Loan is registered on MERS.
- (ee) No Other Collateral. The Mortgage Note is not and has not been secured by any collateral except the lien of the corresponding Mortgage on the Mortgaged Property and the security interest of any applicable security agreement or chattel mortgage.
- (ff) No 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.
- (gg) Certain Insurance. 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 Mortgagor obtained a prepaid single-premium credit insurance policy (e.g., life, mortgage, disability, accident, unemployment, or health insurance product) in connection with the origination of the Mortgage Loan. No proceeds from any Mortgage Loan were used to purchase single premium credit insurance policies or debt cancellation agreements as part of the origination of, or as a condition to closing, such Mortgage Loan.

Continued on next page

Representations and Warranties with Respect to Each Mortgage Loan, Continued

General, (continued)

- (hh) Points and Fees. No Mortgagor was charged “points and fees” (whether or not financed) in an amount that is not in compliance with the requirements of Fannie Mae, Freddie Mac, the FHA, or VA, and the Seller Guide. All fees and charges (including finance charges) and whether or not financed, assessed, collected or to be collected in connection with the origination and servicing of each Mortgage Loan has been disclosed in writing to the Mortgagor in accordance with applicable state and federal law and regulation.
- (ii) Mortgage Insurance, Investors, Delinquencies and Adverse Effects. There are no circumstances or conditions with respect to the Mortgage Loan, the Mortgaged Property, the borrower, or the borrower’s credit standing that can reasonably be expected to (a) cause private institutional investors or insurers to regard the Mortgage Loan as an unacceptable investment; or (b) cause the Mortgage Loan to become delinquent; or (c) adversely affect the Mortgage Loan’s value or marketability.
-

Remedies

General

- (a) It is understood and agreed that the representations and warranties set forth in Section 4.1 and 4.2 of the Agreement shall survive the sale of the Mortgage Loans to SunTrust, any termination of the Agreement, and foreclosure, modification, forbearance, liquidation, or other servicing event and shall inure to the benefit of SunTrust, notwithstanding any restrictive or qualified endorsement on any Mortgage Note or Assignment of Mortgage (except with respect to each MERS Designated Mortgage Loan) or the examination or lack of examination of any Mortgage File. Upon either (1) SunTrust's repurchase of a Mortgage Loan from a subsequent purchaser of such Mortgage Loan, or make whole payment to a subsequent purchaser of such Mortgage Loan if the Mortgaged Property has been liquidated, or (2) discovery by the Seller or SunTrust of a breach of any of the foregoing representations and warranties, notice of such repurchase or make whole payment by SunTrust or notice of the discovery of such breach shall be promptly delivered by the discovering party to the other party.
- (b) With respect to those representations and warranties which are made to the Seller's knowledge, if it is discovered by the Seller or SunTrust that the substance of such representation and warranty is inaccurate, notwithstanding the Seller's lack of knowledge with respect to the substance of such representation and warranty, such inaccuracy shall be deemed a breach of the applicable representation and warranty.
- (c) Except as provided in (d), below, within thirty days of the earlier of either discovery by or notice to the Seller of any breach of a representation or warranty, the Seller shall (i) use reasonable efforts promptly to cure such breach in all material respects, and (ii) if such breach cannot be cured, the Seller shall repurchase, or remit a make whole payment on, such Mortgage Loan or Mortgage Loans at the Repurchase Price; provided however, Seller shall not be required to repurchase, or remit a make whole payment on, a Mortgage Loan if the breach that cannot be cured is solely the result of any action or omission of SunTrust in connection with non-delegated underwriting performed by SunTrust.
- (d) Within fifteen (15) Business Days of the notice by SunTrust to Seller of a repurchase or make whole payment of a Mortgage Loan from a subsequent purchaser of such Mortgage Loan from SunTrust, Seller shall repurchase, or remit a make whole payment on, such Mortgage Loan from SunTrust at the Repurchase Price.
- (e) Seller shall defend against any repurchase or make whole request received by SunTrust of a Mortgage Loan where the Mortgage Loan was sold by Seller to SunTrust.
- (f) Any repurchase or make whole payment of a Mortgage Loan shall occur on a date designated by SunTrust within the time periods described herein and shall be accomplished by the Seller remitting by wire transfer to SunTrust in the amount of the Repurchase Price.
- (g) Notwithstanding any provision of the Agreement, SunTrust's assignment or sale of any Mortgage Loan to a third party, the foreclosure or conversion of the Mortgage Loan into real estate owned, shall not extinguish SunTrust's right to seek recourse and remedies against Seller.

Continued on next page

Remedies, Continued

General, (continued)

- (h) At the time of repurchase of any deficient Mortgage Loan, SunTrust and the Seller shall arrange for the assignment of the repurchased Mortgage Loan to the Seller or its designee and the delivery to the Seller of any documents held by SunTrust or any custodian relating to the repurchased Mortgage Loan in the manner required by this Agreement with respect to the purchase and sale of such Mortgage Loan on the related Purchase Date. In the event a deficient Mortgage Loan is repurchased, the Seller shall, simultaneously with its remittance to SunTrust of such Repurchase Price, give written notice to SunTrust that such repurchase has taken place.
- (i) With respect to any Mortgage Loan that is the subject of a repurchase, if such Mortgage Loan has been converted to real estate owned by acquisition of title to the related Mortgaged Property, Seller shall at SunTrust's, or SunTrust's successor's, demand either purchase the Mortgaged Property for a price equal to the Repurchase Price or indemnify and hold harmless SunTrust and SunTrust's successor from any loss resulting or related to such Mortgage Loan.
- (j) In addition to the obligations described above in this section, the Seller shall indemnify SunTrust and hold it harmless against any losses, damages, penalties, fines, forfeitures, reasonable legal fees (including, without limitation, legal fees incurred in connection with the enforcement of the Seller's indemnification obligation under the Agreement) and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion arising from or relating to, (a) a breach of the representations and warranties contained in this Agreement and (b) any Early Payoff, First Payment Default, and Early Payment Default. This indemnification provision expressly includes both third party claims and claims between the parties.
- (k) Any cause of action against the Seller relating to or arising out of the breach of any representations and warranties made in Section 4.1 and 4.2 shall accrue upon the latest to occur of (i) discovery of such breach by SunTrust or notice thereof by the Seller to SunTrust, (ii) failure by the Seller to cure such breach, repurchase such Mortgage Loan as specified above and/or indemnify SunTrust, and (iii) demand upon the Seller by SunTrust for compliance with the terms of this Agreement.
- (l) If Seller fails to repurchase, or remit a make whole payment on, a defective Mortgage Loan in accordance with the Agreement, or fails to cure a defective Mortgage Loan to SunTrust's reasonable satisfaction, or to indemnify SunTrust pursuant to this Agreement, or fails to pay any other remedy set forth in the Agreement, the Purchase Documents or the Guide, that failure shall be an Event of Default. No provision of this paragraph shall affect the rights of SunTrust to terminate this Agreement as otherwise set forth in the Agreement.

Continued on next page

Remedies, Continued

General,
(continued)

Early Payoff Remedy.

In addition to the forgoing remedies, with respect to any Mortgage Loan that is prepaid in full during the one hundred twenty (120) day period from and after the related Purchase Date, the Seller shall, within fifteen (15) Business Days of SunTrust's request, pay to SunTrust the sum of (A) the amount (if any) by which the Purchase Price paid by SunTrust to the Seller exceeded 100% of the Scheduled Principal Balance of the Mortgage Loan as of the related Purchase Date and (B) the Servicing Release Premium (collectively, (A) and (B), the "Early Payoff Remedy"). At SunTrust's discretion and with notification by SunTrust to the Seller in writing, Seller may be required to pay an Early Payoff Remedy for Mortgage Loans that prepay in full during the one hundred eighty (180) day period from and after the related Purchase Date. SunTrust will notify the Seller in writing if the Seller's Early Payoff obligations exceed the one hundred twenty (120) day period. Upon any assignment or sale of a Mortgage Loan, SunTrust may at its option retain its rights under this Subsection notwithstanding a subsequent assignment or sale.

First and Early Payment Default Remedies.

In addition to the forgoing remedies, with respect to any Mortgage Loan for which a First Payment Default occurs, the Seller shall, within fifteen (15) Business Days of SunTrust's request, at its discretion, either: (A) repurchase such Mortgage Loan from SunTrust at the related Repurchase Price or (B) indemnify SunTrust by paying to SunTrust the Servicing Release Premium and \$5,000.

In addition with respect to any Mortgage Loan for which an Early Payment Default occurs, the Seller shall, within fifteen (15) Business Days of SunTrust's request, at its discretion, either: (1) repurchase such Mortgage Loan from the SunTrust at the related Repurchase Price or (2) indemnify SunTrust by paying to SunTrust the Servicing Release Premium and \$5,000.

SunTrust's assignment or sale of any Mortgage Loan to a third party shall not extinguish SunTrust's right to seek recourse pursuant to this Subsection.

Each Party to Pay Own Costs

General

All costs, fees and expenses incurred in making or closing the Mortgage Loan and the recording of the Mortgage must be paid by Seller. The Seller shall pay any commissions due its salesmen and the legal fees and expenses of its attorneys. The Seller shall pay the cost of delivering the Mortgage Files to SunTrust or its designee, the cost of delivering the Mortgage File to SunTrust or its designee, the cost of recording the assignments of mortgage, any custodial fees incurred in connection with the release of any Mortgage File as may be required by its servicing activities hereunder, the cost of preparing and mailing goodbye letters and the cost of de-registering or transferring any MERS designated Mortgage Loan. All other costs and expenses incurred in connection with the sale of the Mortgage Loans by the Seller to SunTrust, including without limitation SunTrust's attorneys' fees, shall be paid by SunTrust.

Servicing Before Sale

General

If Seller or its agent has serviced a Mortgage Loan before sale to SunTrust, Seller covenants that it has serviced the Mortgage Loan in strict compliance with Accepted Servicing Practices, and it shall have the required licenses to service the Mortgage Loans and is authorized in the applicable jurisdiction to service the Mortgage Loans. Seller agrees that no fees or expenses or other amounts are due from any party in connection with the servicing of any Mortgage Loan.

Access to Books and Records of Seller

General

- (a) Seller shall provide, and shall cause any vendor or subcontractor to provide, to the SunTrust or its designee, or SunTrust's auditors (internal and external), any supervisory agents or examiners representing a state or federal governmental agency having jurisdiction over SunTrust or its affiliates, accountants, attorneys, agents, or designees the right to examine and audit, which audits may include technical, financial or operational audits, at the SunTrust's expense, upon reasonable notice to the Servicer, during business hours or at such other times as might be reasonable under applicable circumstances, the Seller and any and all of the books, records, documentation or other information, including facilities (and any back-up facilities and disaster recovery sites), computer systems and procedures, of the Seller, or held by another for the Seller or on its behalf or otherwise, which relate to the performance or observance by the Seller of the terms, covenants or conditions of the Agreement, the Program Documents, or the conduct of its business generally. Further, SunTrust's auditors (internal and/or external) or any third-party oversight group or the vendor management group that is part of SunTrust's parent company or other SunTrust designees may conduct on-site security reviews, vulnerability testing and disaster recovery testing on Seller's systems containing non-public personal information on the Mortgage Loans and otherwise audit Seller's operations for compliance with SunTrust's information security policies. Seller shall fully cooperate with such audits and provide assistance as reasonably requested. If any party conducting such a review discovers a breach or a remediation issue, the Seller shall promptly correct such identified breach or resolve any issues to SunTrust's satisfaction. Seller shall fully cooperate with such audits and provide assistance as reasonably requested. SunTrust shall have the right at any time to perform a quality control review of Mortgage Loans including, without limitation, independent credit report verifications, appraisal reports, and property inspection. If SunTrust is required by an investor to conduct or assist in a property inspection of the Mortgaged Property, Seller agrees to assist the investor or SunTrust in conducting the inspection.
- (b) In addition, the Seller shall furnish during the term of the Agreement, such periodic, special or other reports or information, whether or not provided for herein, as shall be necessary, reasonable and appropriate with respect to the purposes of the Agreement, applicable regulations, and related investigations. All such reports or information shall be provided by and in accordance with all reasonable instructions and directions SunTrust or its designee may require. The Seller agrees to execute and deliver all such instruments and take all such action as SunTrust or its designee from time to time, may reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.
-

No Re-submissions of Mortgage Loans

General

Seller may not submit a closed Mortgage Loan to SunTrust for purchase more than one time.

Payments for Mortgage Loans, Netting by SunTrust and Payment of Fees; Third Parties' Fees; Servicing Released

General

- (a) SunTrust will remit the Purchase Price on the Purchase Date to the Seller or the Seller's warehouse lender, as directed in writing by the Seller, net of any amounts due to SunTrust in connection with such purchase, including, without limitation, underwriting fees, document review fees, accrued interest, any amounts due in connection with a settlement, other items identified in the Program Documents, and any escrow. Seller and SunTrust agree that the consideration received by Seller upon the sale of the Mortgage Loan(s) under this Agreement constitutes fair consideration and reasonably equivalent value for the Mortgage Loans. Seller shall be responsible for all amounts due to SunTrust in accordance with the Agreement and the Purchase Documents for mortgage loans not purchased and shall remit such amounts to SunTrust by wire, within 15 days of SunTrust's written request.
 - (b) The Seller shall be responsible for paying any commissions, compensation or expenses that any broker, investment banker, underwriter, agent or other third party vendor or person may be entitled to in connection with the origination, underwriting, closing, and sale of a Mortgage Loan by the Seller to SunTrust.
 - (c) All Mortgage Loans sold to SunTrust under this Agreement shall be without reservation by the Seller of any of the servicing rights for such Mortgage Loans. The Seller shall transfer the servicing of each Mortgage Loan and deliver all records required to document and/or service any Mortgage Loan in accordance with the Program Documents.
 - (d) Seller acknowledges that SunTrust made no representation whatsoever to the Seller concerning the applicability of the Securities Act of 1933, as amended (the "Act") or of any state securities laws (each, a "State Act") to the transactions that are the subject of the Agreement and the Program Documents.
-

Events of Default

General

If any of the following should occur, SunTrust, in addition to all other rights and remedies at law and equity that SunTrust may have, may terminate all of its obligations under this agreement, including without limitation, any obligations to purchase or lock mortgage loans that may exist on the date of the event of default.

1. Failure by Seller to remit to SunTrust any payment required to be made under the terms of this Agreement, which continues unremedied for a period of (1) Business Day after the date due;
 2. Failure by the Seller to observe, perform any duty, covenant, obligation, or agreement of the seller as set forth in this Agreement which continues unremedied for a period of five (5) days after written notice of such failure by SunTrust;
 3. A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceedings or for the winding-up or liquidation of its affairs, shall have been entered against the Seller;
 4. Seller shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceedings of ore relating to the seller or relating to all or substantially all of the Seller's property;
 5. Seller shall admit in writing its inability to pay its debts as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations;
 6. Seller shall cease to be eligible or qualified to do business in any jurisdiction where licensed or in any jurisdiction in which a Mortgaged Property is located or under the terms of this Agreement;
 7. Seller attempts to assign this Agreement except in strict compliance with the terms of this Agreement or without SunTrust's written consent in advance;
-

SunTrust's Right to Perform Quality Control Review

General

SunTrust shall have the right at any time to perform a quality control review of Mortgage Loan including, without limitation, independent credit report verifications, appraisal reports, and property inspection. If SunTrust is required by an investor to conduct or assist in a property inspection of the Mortgaged Property, Seller agrees to assist the investor or SunTrust in conducting the inspection. Any review, examination, or inspection by SunTrust or its designee will not impair or diminish SunTrust's rights under the Agreement regarding a breach of the representations and warranties in the Agreement. The fact that SunTrust or its designee has conducted or has failed to conduct any partial or complete review, examination, or inspection of the Mortgage Loan, Mortgage Files, or Mortgaged Property has no effect on SunTrust's remedies provided for in the Agreement and will in no way change or reduce Seller's obligations under the Agreement.

Submission of Seller Management List

General

Seller shall submit to SunTrust and maintain a current and accurate list of its senior management, and shall notify SunTrust in writing 30-days prior to (a) any changes in its senior management; (b) any change in the Seller's name or any name under which the Seller does business; or (c) any acquisition of control of the Seller (or any parent company of the Seller) or any merger involving Seller (or any parent company of Seller).

Seller Obligation to Provide Certain Notices

General

Seller shall notify SunTrust in writing immediately following the initiative or threat of any disciplinary action, enforcement action, lawsuit, administrative proceeding or similar action or proceeding by FHA, VA, FHLMC, FNMA, HUD, GNMA, CFPB, or state or federal authority against Seller or any of the Seller's affiliated or parent companies, or against any of the directors, officers, employees, or agents of either Seller or any of Seller's affiliated or parent companies.

Exhibit A – Lock Confirmation



Lock Confirmation

Locked By

Correspondent

Locked Date 06-28-2018 06:23AM PST

Lender Loan Number

SUNTRUST Loan Number

Loan Information

Product	AGENCY FIXED 30 YEAR	Loan Amount	\$150,000.00
Sales Price	\$200,000.00	Appraised Value	\$200,000.00
Subordinate Financing (Y/N)	N	Subordinate Financing Amount	\$0.00
Property Type	SINGLE FAMILY	Base Rate	3.7500
Occupancy	PRIMARY RES.	Final Rate	3.7500
Loan Purpose	PURCHASE	Amortization Term	360
LTV	75.00	Escrow Waived (Y/N)	N
CLTV	75.00	Qualifying FICO Score	730
Front Ratio	7.46	ARM Margin	
Init Cap		Debt Ratio	9.2978
Life Cap		Periodic Cap	
Rule Type	SPECIAL GSE AND FEDERAL AGENCY QM	Life Floor	
Was borrower charged discount points	N	PAR Rate	0.0000
Subordinate Financing Max Line Amount	\$0.00	Customer Lock Date	
Auto Payment Withdrawal	N	HCLTV	75.00
		Loan Category	ESCROW REQUIRED
Borrower Information			
Borrower Name		Suffix	
Co-borrower Name		Suffix	
Property Information			
Property State		Street Address	
Property County		Property City	
Property ZIP			
Price Information			
Lock Period	15	Lock Extension (Days)	
File Delivery Due Date	07-13-2018 11:59PM PST	Pricing Date	06-28-2018 06:23AM PST
Base Price	97.0340	Buy Price	97.6720
Base Price Adjustments			
Name		Cost	
-PRICING HIERARCHY		Cost	0.0000

Continued on next page

Exhibit A – Lock Confirmation, continued

Lock Confirmation

Page 2 of 2

- LOCK TERM ADJUSTMENT		0.3300
	TOTAL	0.3300
Final Rate Adjustments		
Name		Cost
	TOTAL	0.0000
Price Adjustments		
Name		Cost
-HIGH LOAN AMOUNT ADJUSTMENT		0.1500
SRP – LOAN AMOUNT ADJ		0.0000
- FICO		-0.5000
SRP		0.9880
	TOTAL	0.6380

Pricing indicated above is based on the information obtained at the time of locking. Changes, including but not limited to changes in loan characteristics, program eligibility, commitment terms and late fees will affect the final loan price. This Commitment is not a confirmation that the above referenced mortgage loan complies with SUNTRUST requirements and does not constitute a loan decision/approval or a commitment to purchase a loan.

IMPORTANT PRICING PARAMETERS:

*Please verify all above information for any changes or corrections and notify the Marketing Department within 24 hours of receipt of this confirmation.

*If this loan is not closed and acceptably delivered by the expiration date of the lock-in above, please contact SunTrust immediately.

*Lock confirmation is issued based on terms and conditions requested. Compliance with all program parameters (including geographic restriction as referenced in our seller guide) and adherence to all state and local licensing requirements are the responsibility of your organization.

Thank you for your lock-in request and continued business with SunTrust. Contact your Registration Desk if you have any questions concerning this confirmation.

Exhibit B – Limited Power of Attorney

LIMITED POWER OF ATTORNEY

_____ (hereinafter called “Seller”) hereby appoints SunTrust Bank (“SunTrust”), as its true and lawful attorney-in-fact to act in the name, place and stead of Seller for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Correspondent Loan Purchase Agreement by and between Seller and SunTrust dated _____ (the “Agreement”) to which reference is made for the definition of all capitalized terms herein.

Now therefore, Seller does hereby constitute and appoint SunTrust the true and lawful attorney-in-fact of Seller and in Seller’s name, place and stead with respect to each mortgage loan sold pursuant to the Agreement for the following, and only the following, purposes:

1. To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances/modifications and extensions of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, substitutions of plaintiff, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Seller in connection with foreclosure, bankruptcy and eviction actions. To properly service the Mortgage Loans prior to SunTrust (or other appropriate person under the applicable servicing agreement) becoming mortgagee of record and to correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by the Seller.
3. To endorse and/or assign checks or negotiable instruments received by SunTrust as payment on a Mortgage Loan.

This Power of Attorney and the authority of the above-designated attorneys-in-fact shall automatically terminate when SunTrust becomes mortgagee of record of the Mortgage Loans.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that SunTrust may lawfully perform in exercising those powers by virtue hereof.

The Power of Attorney conferred hereby shall not be delegable.

SunTrust shall indemnify, defend and hold harmless Seller from and against any and all material losses, costs, expenses (including, without limitation, reasonable attorneys’ fees), damages, liabilities, demands or claims of any kind whatsoever, (“Claims”) arising out of, related to, or in connection with (i) any act taken by SunTrust (or its agents) pursuant to this Limited Power of Attorney, which act results in a Claim by virtue of the misuse or unlawful use of this Limited

Continued on next page

Exhibit B – Limited Power of Attorney, Continued

Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

IN WITNESS WHEREOF, Seller has executed this Limited Power of Attorney this day of _____.

By: _____

Print Name: _____

Title: _____

Witness(es):

On _____ before me, _____ a notary public for an within the said city, personally appeared, _____ whose address is _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

By: _____ Notary Public

Exhibit C – Funding Advice



**Correspondent Operations
Funding Advice**

Correspondent Name		Program Code	AGENCY FIXED 30 YEAR
Loan Number		Term	360
Borrower Name		Funding Date	
Interest Rate	3.750	Lock Exp Date	07/05/2018
Property Address		Commitment No	

Lender Loan Number

Loan Amount	Amortized Loan Amount	Par Premium	Fee	Interest Due	Interest Due to Correspondent
\$ 95,000.00	\$ 94,856.92	\$ -1,763.39	\$ -784.00	\$ -29.64	\$ 0.00

of Days Interest -3

Less Total Escrows	Other	Total Due Correspondent
\$ 0.00		\$ 92,279.89

Netted Fees:

TAX SERVICE FEE
UNDERWRITING FEE
DOC REVIEW FEE
FIRST TOUCH ADVANTAGE

Total Pricing:

Base Price 97.054
 --STATE GEOGRAPHIC ADJUSTERS 0.1000
 --HIGH LOAN AMOUNT ADJUSTMENT 0.0000
 SRP -- LOAN AMOUNT ADJ 0.0000
 -FICO 0.0000
 SRP 0.9870

Total Netted Fees \$ 784.00
 Calculated Buy Price 98.1410
 Max Buy Price 105.00

Note 1st Payment Date	06/28/2018
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1st Payment Due	08/01/2018
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Additional Information

- * MOM Indicator
- * MIN #
- * Please complete MERS transfer within 5 business days

If you have questions regarding your funding advice please contact Correspondentfunding.cor@suntrust.com or (804) 319-2292

Continued on next page



Exhibit C – Funding Advice, continued



Escrow Information

Escrow Items Collected	Monthly Escrow Amount	Total Reserves
Hazard Insurance	\$70.00	\$70.00
Flood Insurance	\$100.00	\$100.00
Hail & Wind Insurance	\$91.67	\$91.67
City Taxes	\$150.00	\$150.00
School Taxes	\$104.17	\$104.17
Monthly MIP/PMI Payment	\$50.00	
Aggregate Adjustment		
Total Escrows for Wire:		\$515.84

Note : ' Total Escrows for Wire' Includes escrows collected from the borrower at closing plus 1 month(s) of escrow payments collected by the seller prior to Suntrust purchasing the loan.

SAMPLE

