

MORTGAGE LOAN PURCHASE AGREEMENT

This MORTGAGE LOAN PURCHASE AGREEMENT (the "Agreement") dated as of [[_____]], 201[[]], is by and between WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK & TRUST COMPANY, N.A., having an office at 9700 W. Higgins Rd., #300, Rosemont, IL 60018 (the "Purchaser") and [COMPANY] having an office at [ADDRESS] (the "Seller").

WITNESSETH:

WHEREAS, the Seller desires to sell, from time to time, to the Purchaser, and the Purchaser desires to purchase, from time to time, from the Seller certain first lien residential mortgage loans originated by the Seller (the "Mortgage Loans"), on a servicing released basis as described herein;

WHEREAS, the Mortgage Loans will be sold and purchased as a single whole loan on various dates as provided herein (each, a "Funding Date") as set forth on the related Purchase Advice;

WHEREAS, each Mortgage Loan as of the related Funding Date will be secured by a mortgage, deed of trust or other security instrument creating a first lien on a residential dwelling;

WHEREAS, the Purchaser and the Seller wish to prescribe the representations and warranties of the Seller with respect to itself and the Mortgage Loans, the manner of purchase of the Mortgage Loans and the servicing rights related thereto and the conveyance, interim servicing, transfer and control of the Mortgage Loans by the Seller;

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

ARTICLE I DEFINITIONS

For purposes of this Agreement the following capitalized terms shall have the respective meanings set forth below.

Ability To Repay Standards: The standards set forth in Regulation Z, 12 C.F.R Part 1026.43(c), as may be amended from time to time.

Agreement: This Mortgage Loan Purchase, including all exhibits, attachments and schedules hereto, and all amendments hereof and supplements hereto.

Applicable Law: All federal, state and local laws and all provisions of statutes, rules and regulations (including, without limitation, the rules and regulations of the CFPB), interpretations and orders, and regulatory guidance of governmental bodies or regulatory agencies, in each case applicable to a person or to the origination, servicing, transfer, securitization or disposition of mortgage loans or any related activity thereto, and all applicable orders and decrees of all courts and arbitrators in proceedings or actions.

Business Day: Any day other than (i) a Saturday or Sunday, (ii) a day on which banking and savings and loan institutions in the State of Illinois are authorized or obligated by law or executive order to be closed.

Closing Documents: All documents and electronic transmissions and records described herein, including the Mortgage Loan Documents, that are required to be delivered or provided on or prior to a Funding Date by the Seller and the Purchaser, as applicable, pursuant to this Agreement.

Credit File: With respect to any Mortgage Loan, a file pertaining to such Mortgage Loan which contains all document required under Applicable Law and the Purchaser Credit Guidelines in the origination, underwriting and servicing of such Mortgage Loan including, but not limited to, the documents described in the Program Guide and copies of the related Mortgage Loan Documents, which may be imaged, maintained digitally or otherwise retained using any other comparable medium and any additional documents required to be added to the Credit File pursuant to this Agreement.

Delegated Underwriting Loan: Mortgage Loan to be sold to Purchaser for which Seller performed all necessary underwriting.

Delivery Date: The date in which the full Mortgage Loan File delivery is due to the Buyer.

Escrow Payments: With respect to any Mortgage Loan, the amounts constituting ground rents, taxes, assessments, water rates, sewer rents, municipal charges, mortgage insurance premiums, fire and hazard insurance premiums, condominium charges, and any other payments required to be escrowed by the Mortgagor with the mortgagee pursuant to the Mortgage or any other document.

Funding Date: The date set forth on which the purchaser shall Purchase, and the Seller shall sell, the Mortgage Loans listed on the related Purchase Advice with respect to the related Mortgage Loan Documents.

MERS: Collectively, MERSCORP Holdings, Inc. and Mortgage Electronic Registration Systems, Inc., and their successors in interest.

MERS Designated Mortgage Loan: Mortgage Loans for which the Seller has designated or will designate MERS as, and has taken or will take such action as is necessary to cause MERS to be, the mortgagee of record, as nominee for the Seller, in accordance with MERS Procedure Manual. Unless otherwise agreed by the Purchaser, each Mortgage Loan shall initially be a MERS Designated Mortgage Loan.

MERS Identification Number: The eighteen digit number permanently assigned to each MERS Designated Mortgage Loan.

MERS Procedure Manual: The MERS Procedures Manual, as it may be amended, supplemented or otherwise modified from time to time.

MERS System: MERS mortgage electronic registry system, as more particularly described in the MERS Procedures Manual.

MIN: The Mortgage Identification Number for any MERS Designated Mortgage Loan.

Monthly Payment: The scheduled monthly payment of principal and/or interest on a Mortgage Loan.

Mortgage: With respect to a Mortgage Loan, the mortgage, deed of trust or other instrument securing the related Mortgage Note, which creates a first lien on an unsubordinated estate in fee simple in real property securing the Mortgage Note.

Mortgage File: The items pertaining to a particular Mortgage referred to in the Program Guide and any additional documents required to be added to the Mortgage File pursuant to this Agreement.

Mortgage Interest Rate: The fixed annual rate of interest borne by the related Mortgage Note.

Mortgage Loan: An individual Mortgage Loan which is the subject of the program guide, each Mortgage Loan originally sold which Mortgage Loan includes without limitation the Mortgage File, Credit File, the Monthly Payments, principal prepayments, Prepayment Penalties, benefits, proceeds and obligations arising from or in connection with such Mortgage Loan, excluding repurchased mortgage loans.

Mortgage Loan Documents: The contents of the Mortgage File and the Credit File specified in the Program Guide required to be delivered to the Purchaser with respect to any Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan that are customarily maintained in connection with the origination of such Mortgage Loan.

Mortgage Note: The note or other evidence of the indebtedness of a Mortgagor secured by a Mortgage.

Mortgaged Property: With respect to a Mortgage Loan that is not a Co-op Loan, the Mortgagor's real property securing repayment of a related Mortgage Note, consisting of an unsubordinated estate in fee simple in a single parcel or multiple contiguous parcels of real property improved by a residential dwelling.

Mortgagor: The obligor on the related Mortgage Note.

Non-delegated Underwriting Loans: Purchase of a Mortgage Loan for which Purchaser performed all necessary underwriting.

PMI Policy: A policy of primary mortgage guaranty insurance issued by a Qualified Insurer.

Prepayment Penalty: With respect to each Mortgage Loan, the premiums, fees or charges, if any, due if the Mortgagor prepays such Mortgage Loan as provided in the related Mortgage Note or Mortgage.

Program Guide: Purchaser's description of program and underwriting guidelines provided to the Seller in conjunction with this agreement, the Partner Guide, agency guidelines and product guidelines.

Purchase Advice: That certain agreement by and between the Seller and the Purchaser identifying the Mortgage Loans to be sold and purchased on a Funding Date and setting forth the terms and conditions (including pricing terms) applicable to the sale and purchase thereof.

Purchase Price: The price paid on the related Funding Date by the Purchaser or on the Purchaser's behalf to the Seller in exchange for the Mortgage Loans purchased on such Funding Date as calculated in Section 2.02 of this Agreement and the related Purchase Advice.

Purchase Price Percentage: With respect to each Mortgage Loan, the related percentage of par set forth in the related Purchase Advice that is used to calculate the related Purchase Price.

Purchaser: As defined in the initial paragraph of this Agreement, together with its successors in interest and assigns, or any successor to the Purchaser under this Agreement as herein provided.

Qualified Appraiser: With respect to each Mortgage Loan, an appraiser, duly appointed by or acceptable to the Seller, licensed or certified by the applicable governmental body in which the related Mortgaged Property is located, who had no interest, direct or indirect in the Mortgaged Property or in any loan made on the security thereof, and whose compensation is not affected by the approval or disapproval of the Mortgage Loan, and such appraiser and the appraisal made by such appraiser both satisfy the requirements of Fannie Mae or Freddie Mac and Title XI of FIRREA and the regulations promulgated thereunder, all as in effect on the date the Mortgage Loan was originated.

Qualified Insurer: Any insurer duly qualified as such under the laws of the states in which the Mortgaged Properties are located, duly authorized and licensed in such states to transact the applicable insurance business and to write the insurance provided by the insurance policy issued by it, approved as an insurer by Fannie Mae or Freddie Mac.

Qualified Mortgage: As defined in Section 129C of the federal Truth-in-Lending Act, 15 U.S.C. 1639c, and as further defined in Regulation Z, 12 C.F.R. Part 1026.43(e), as may be amended from time to time.

Repurchase Price: With respect to any Mortgage Loan, a price equal to (i) (A) if the related Purchase Price Percentage is greater than or equal to 100%, the then outstanding principal balance of the Mortgage Loan to be repurchased multiplied by the Purchase Price Percentage, or (B) if the related Purchase Price Percentage is less than 100%, the then outstanding principal balance of the Mortgage Loan to be repurchased multiplied by 100%, *plus* (ii) accrued interest thereon at the Mortgage Interest Rate from the date to which interest had last been paid through the date of such repurchase, *plus* (iii) the amount of any outstanding advances owed to any servicer (including nonrecoverable advances), *plus* (iv) Purchaser's reasonable and customary out-of-pocket expenses incurred by Purchaser in transferring such Mortgage Loan, including, without limitation, expenses incurred for maintenance and repairs, assessments, taxes and similar items, to the extent not paid out of an escrow account transferred by Seller to Purchaser, *plus* (v) fees, costs or expenses related to documenting the transfer of such Mortgage Loan back to the Seller including, without limitation, shipping and recording costs, plus (vi) all fees, costs and expenses (including reasonable attorneys' fees) incurred in the enforcement of the Seller's repurchase obligation hereunder, and *plus* (vii) any and all damages, fees, costs and expense (including reasonable attorneys' fees) incurred with respect to such Mortgage Loan by or on behalf of the Purchaser arising out of or in connection with any violation of Applicable Law including, but not limited to, applicable predatory or abusive-lending law.

Servicing Transfer Date: With respect to each Mortgage Loan, the applicable date on which the servicing of such Mortgage Loan will be transferred from the Seller or its designee to a Successor Servicer.

ARTICLE II AGREEMENT TO PURCHASE; PURCHASE PRICE

Section 2.01 Agreement to Purchase. Subject to the terms and provisions of this Agreement, the Seller agrees to sell, from time to time, and the Purchaser agrees to purchase from time to time, all rights, title and interest of the Seller in and to the Mortgage Loans, inclusive of the servicing rights associated therewith, together with the related Mortgage Loan Documents.

The Seller, in exchange for the payment of the applicable Purchase Price by the Purchaser on the related Funding Date, hereby sells, transfers, assigns, sets over and conveys to the Purchaser, without recourse, but subject to the terms of this Agreement, all of its rights, title and interest in and to such Mortgage Loans, including the related servicing rights.

In exchange for the payment of the applicable Purchase Price on the related Funding Date, the Purchaser shall be entitled to (1) all recoveries of principal collected on or after the related Funding Date, and (2) all payments of interest on the Mortgage Loans accrued on or after the related Funding Date. The outstanding principal balance of each Mortgage Loan as of the related Funding Date is determined after application of payments of principal received on or before the related Funding Date, together with any principal prepayments collected prior to such Funding Date.

The obligation of the Purchaser to purchase any Mortgage Loan from the Seller on the Funding Date is expressly contingent upon the Purchaser's satisfactory due diligence review and examination of the Mortgage Loan Documents (as set forth in Section 3.01) prior to the Funding Date by the Purchaser to confirm that such Mortgage Loan conforms to the terms of the related Program Guide.

Section 2.02 Purchase Price. The Purchase Price for each Mortgage Loan shall be the applicable Purchase Price Percentage (subject to adjustment as provided therein), multiplied by the aggregate outstanding principal balance, as of the related Funding Date, of the Mortgage Loans, after application of scheduled payments of principal due on or before the related Funding Date, but only to the extent such payments were actually received. If so provided in the related Purchase Advice, portions of the Mortgage Loans shall be priced separately.

The Purchaser shall pay to or receive from the Seller, at closing, accrued interest on the current principal amount of the related Mortgage Loans as of the related Cut-off Date at the weighted average Mortgage Interest Rate of those Mortgage Loans through the day immediately preceding the related Funding Date (assuming 30/365) as provided in the related Purchase Advice; provided, that, Purchaser shall not pay or receive more than 30 days' interest with respect to any Mortgage Loan. The Purchase Price plus or minus accrued interest as set forth in this Section 2.02 shall be paid to the Seller by wire transfer of immediately available funds to an account designated by the Seller in writing. The Purchaser shall not reimburse the Seller for any corporate advances, servicing advances or escrow advances outstanding prior to the related Funding Date.

ARTICLE III EXAMINATION OF MORTGAGE LOAN DOCUMENTS

Section 3.01 Examination of Mortgage Loan Documents. The Seller understands that the Purchaser agrees, subject to the terms and conditions of this Agreement, to purchase only mortgage loans that conform with any terms set forth in the related Program Guide. For Delegated Underwriting Loans, that the Seller has underwritten at origination (or re-underwritten) in accordance with the Program Guide except to the extent that any deviation to any of such guidelines is based on compensating factors that are disclosed to and accepted by the Purchaser, in its sole discretion, prior to such purchase. The Seller further understands and accepts that the Purchaser may appoint a due diligence vendor as its agent to perform a due diligence review of the Mortgage Loans proposed to be sold.

At least ten (10) Business Days prior to the related Funding Date, the Seller shall deliver or otherwise make available to the Purchaser or its designee in escrow, for examination with respect to each Mortgage Loan to be purchased, the related Mortgage Loan Documents and the servicing files (including, without limitation, any related Mortgagor's payment history), pertaining to each Mortgage Loan, at such location as shall be acceptable to the Purchaser. If the Purchaser or its due diligence vendor makes any such examination prior to the related Funding Date and determines that any Mortgage Loans do not conform to the Program Guides, or are otherwise unacceptable to the Purchaser, in its sole discretion, such Mortgage Loans may, at the Purchaser's option, be rejected for purchase by the Purchaser on the related Funding Date. The Purchaser may, at its option and without notice to the Seller, purchase some or all of the Mortgage Loans without conducting any partial or complete examination.

Notwithstanding anything to the contrary in this Agreement, the failure of the Purchaser or its due diligence vendor to identify or discover any deficiency or error with respect to any Mortgage Files will not release the Seller from its obligations to provide any other required documentation or correct any errors in accordance with the provisions of this Agreement. Furthermore, notwithstanding anything to the contrary in this Agreement, the fact that the Purchaser or its due diligence vendor has conducted, or has determined not to conduct, any partial or complete examination of the Mortgage Loan Documents shall in no event impair or diminish the rights of the Purchaser or any of its successors under this Agreement with respect to any breach of the representations and warranties contained in this Agreement, including but not limited to the Purchaser's or any of its successors' rights to demand repurchase or other relief or remedy provided for in this Agreement.

ARTICLE IV NON-DELEGATED UNDERWRITING

Section 4.01 Non-Delegated Underwriting Upon notice from Seller to Purchaser, Seller may request that Purchaser underwrite each Mortgage Loan. Seller agrees that it will submit Credit Files for Non-Delegated Underwriting Loans to Purchaser via computer transmittal the documentation required for the underwriting to be performed through an automated underwriting system, in accordance with the Program Guide. Seller agrees that its representations and warranties in the Agreement will remain in effect even though the underwriting is performed by the Purchaser. Purchaser agrees that if it does not approve the Mortgage Loans because of conditions in the Credit File, Purchaser will send to Seller the adverse action statement required by the Equal Credit Opportunity Act. If no credit is offered to the applicant by any lender, or if credit is not accepted by the applicant, Seller shall deliver Purchaser's adverse action notice to the related applicant. Seller agrees that if Purchaser performs underwriting for the Mortgage Loan, and denies the loan, its decision will govern, and Seller will not subsequently submit the mortgage credit package to the Purchaser as a Delegated Loan. Purchaser reserves the right to suspend or terminate Seller's participation under the terms of this Section upon written notice to Seller.

ARTICLE V SALE AND CONVEYANCE FROM SELLER TO PURCHASER

Section 5.01 Possession of Mortgage Files. Pursuant to Section 5.04, originals or copies (if acceptable to the Purchaser) of all documents comprising the Mortgage File and comprising the Credit File, shall be delivered to the Purchaser at least five (5) Business Days prior to the related Lock Expiration Date (to the extent not previously delivered pursuant to Section 3.01). Upon the purchase of the Mortgage Loans, the ownership of each Mortgage Note, Mortgage and each related Mortgage File is vested in the Purchaser and the ownership of all records and documents with respect to each related Mortgage Loan prepared by or which come into the possession of the Seller shall immediately vest in the Purchaser.

Section 5.02 Books and Records. Record title to each Mortgage as of the related Funding Date shall be in a name designated by the Purchaser. All rights arising out of the Mortgage Loans, inclusive of the servicing rights, including, but not limited to, all funds received by the Seller or its designee servicer after the related Cut-off Date in connection with any Mortgage Loan shall be vested in the Purchaser or one or more designees of the Purchaser.

The Seller shall maintain a complete set of books and records for each Mortgage Loan which shall be marked clearly to reflect the ownership of each Mortgage Loan by the Purchaser and shall be available for inspection by the Purchaser upon request. In particular, the Seller shall maintain in its possession, available for inspection by the Purchaser or its designee and shall deliver to the Purchaser upon demand, evidence of compliance with all federal, state and local laws, rules and regulations, and requirements of Fannie Mae or Freddie Mac, as applicable, including but not limited to, documentation as to the method used in determining

the applicability of the provisions of the FDPA to the Mortgaged Property, documentation evidencing insurance coverage and eligibility of any condominium project for approval by Fannie Mae (if applicable). In addition to the foregoing, the Seller shall provide to the Purchaser and/or any supervisory agents or examiners that regulate or have jurisdiction over the Purchaser, including but not limited to, the CFPB and other similar entities, access, during normal business hours, to any documentation regarding the Mortgage Loans that may be required by the Purchaser and/or such regulator.

Section 5.03 MERS. In connection with the assignment of any MERS Designated Mortgage Loan, within five (5) days after the Funding Date with respect to such Mortgage Loan, the Seller, at its own expense, shall cause the MERS System to clearly indicate that such Mortgage Loan has been assigned by the Seller to the Purchaser in accordance with this Agreement by providing any information required by the MERS System to identify the Purchaser as the beneficial owner of such Mortgage Loan. Purchaser within five (5) days of the Funding Date with respect to such Mortgage Loans, the Seller shall, at its own expense, cause the MERS System to clearly indicate that the Purchaser is the servicer of the Mortgage Loans. The Seller shall maintain in good standing its membership in MERS. In addition, the Seller shall comply with all rules, policies and procedures of MERS including, without limitation, the MERS rules of membership, as amended, and the MERS procedures manual, as amended. The Seller further agrees that it will not alter the information referenced in this paragraph with respect to any Mortgage Loan during the term of this Agreement without the Purchaser's prior approval unless and until such Mortgage Loan is repurchased or assigned in accordance with the terms of this Agreement. The Seller shall cooperate with the Purchaser and any successor owner to the extent necessary to ensure that any transfer of ownership or servicing is appropriately reflected on the MERS System. Notwithstanding anything herein to the contrary, it is understood and agreed that at any time during the term of this Agreement the Purchaser may determine in its sole discretion that a Mortgage Loan should be removed from registration on the MERS System and the Seller hereby agrees if it is servicing the Mortgage Loan, upon the Purchaser's request and at the Seller's expense, to fully cooperate with the Purchaser (and any successor owner or the Successor Servicer) in removing such Mortgage Loan from MERS and in preparing, endorsing and/or recording an assignment of mortgage and such other notices, documents and other instruments as may be necessary or desirable to effect or evidence the transfer of such Mortgage Loan hereunder to the Purchaser.

Section 5.04 Delivery of Mortgage Loan Documents. The Seller shall deliver and release Purchaser no later than five (5) Business Days prior to the related Lock Expiration Date pursuant to those Mortgage Loan Documents set forth in the Program Guide hereto with respect to each Mortgage Loan. The Seller shall pay all costs associated with the shipment of the Mortgage Loan Documents to the Purchaser.

The Seller shall be responsible for providing the assignments of mortgage with proof of recording in the name of the Purchaser for Mortgage Loans (i) not registered under the MERS System, (ii) required to be recorded pursuant to Applicable Law or (iii) requested to be recorded by the Purchaser. The Seller shall be required to deliver such assignments of mortgage for recording to the appropriate public recording office within ten (10) days of the related Funding Date. All recording fees and other costs associated with the recording of assignments of mortgage and transferring all original documents to the Purchaser, or the Purchaser's designee shall be borne by the Seller. The Seller shall furnish the Purchaser with a copy of each assignment of mortgage submitted for recording. In the event that any such assignment of mortgage is lost or returned unrecorded because of a defect therein, the Seller shall promptly have a substitute assignment of mortgage prepared or have such defect cured, as the case may be, and thereafter cause such assignment of mortgage to be duly recorded.

In the event any document required to be delivered to the Purchaser under this Agreement, including an original or copy of any document submitted for recordation to the appropriate public recording office, is not so delivered to the Purchaser, or to such other person as the Purchaser shall designate in writing, within ninety (90) days following the related Funding Date (other than with respect to the assignments of

mortgage which shall be delivered pursuant to this Section 5.04), and in the event that the Seller does not cure such failure within thirty (30) days of discovery or receipt of written notification of such failure from the Purchaser, the related Mortgage Loan shall, upon the request of the Purchaser, be repurchased by the Seller at the related Repurchase Price and in the manner specified in Section 6.03. The foregoing repurchase obligation shall not apply in the event that the Seller cannot deliver an original document submitted for recordation to the appropriate public recording office within the specified period solely due to a delay caused by the recording office in the applicable jurisdiction; *provided* that the Seller shall instead deliver a recording receipt of such recording office or, if such recording receipt is not available, an officer's certificate of a servicing officer of the Seller, confirming that such documents have been accepted for recording; and *provided further*, that upon request of the Purchaser and delivery by the Purchaser to the Seller of a schedule of the related Mortgage Loans, the Seller shall reissue and deliver to the Purchaser or its designee said officer's certificate. The procedure shall be repeated until the documents have been received and delivered. Notwithstanding anything to the contrary herein, if the delivery of all documents required to be contained in the Mortgage Files is not completed within ninety (90) days of the related Funding Date then, at the Purchaser's option, the Seller shall repurchase the affected Mortgage Loan at the Repurchase Price and in such manner set forth in Section 6.03. The failure or delay of the Purchaser, on any one or more occasions, to exercise its rights under this Section 5.04, shall not change or alter the terms and conditions to which this Agreement is subject or limit the right of the Purchaser to do so at a later date. The Seller and the Purchaser each agree that a failure or delay by the Purchaser to exercise its rights hereunder shall not limit or waive the Purchaser's rights under this Agreement or otherwise existing by law or in any way create additional rights for the Seller.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER; REMEDIES FOR BREACH

Section 6.01 Representations, Warranties and Covenants Regarding the Seller. The Seller represents, warrants and covenants to the Purchaser that as of the date hereof and as of each Funding Date and each Servicing Transfer Date:

(a) Due Organization. The Seller is a duly organized and validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation and has all licenses necessary to carry on its business as now being conducted and is licensed, qualified and in good standing in the states where the Mortgaged Property is located if the laws of such state require licensing 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 related Mortgage Loan in accordance with the terms of this Agreement; 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; the Seller has the full corporate 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;

(b) Due Authority. The execution, delivery and performance of this Agreement (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; this Agreement has been duly and validly authorized, executed and delivered by the Seller and, assuming due authorization, execution and delivery by the Purchaser, constitutes valid, legal and binding obligations of the Seller, enforceable against the Seller in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law). All requisite corporate action has been taken by the Seller to make this Agreement valid and binding upon the Seller in accordance with its terms;

(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 or the sale of the Mortgage Loans as evidenced by the consummation of the transactions contemplated by this Agreement, or, if required, such consent, approval, authorization or order has been or will, prior to the related Funding Date, be obtained;

(d) No Conflicts. Neither the execution and delivery of this Agreement, the acquisition or origination of the Mortgage Loans by the Seller, the sale of the Mortgage Loans to the Purchaser, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, 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 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;

(e) No Default. Neither the Seller nor any of its affiliates is in material default under any agreement, contract, instrument or indenture of any nature whatsoever to which the Seller or any of its affiliates is a party or by which it (or any of its assets) is bound, which default would have a material adverse effect on the ability of the Seller to perform under this Agreement, nor, to the best of the Seller's knowledge, has any event occurred which, with notice, lapse of time or both, would constitute a default under any such agreement, contract, instrument or indenture and have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement;

(f) 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, seeking to prevent the consummation of any of the transactions contemplated by this Agreement or which, either in any one instance or in the aggregate, (i) may 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 (ii) would prohibit the Seller from entering into this Agreement or seek to prevent the sale of the Mortgage Loans or the consummation of the transactions contemplated by this Agreement or (iii) would otherwise draw into question the validity of this Agreement 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 prohibit or impair materially and adversely affect the performance by the Seller of its obligations under, or the validity or enforceability of, this Agreement;

(g) Ordinary Course of Business. The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of the Seller, who is in the business of selling and servicing mortgage loans, and the transfer, assignment and conveyance of the Mortgage Notes and the Mortgages by the Seller pursuant to this Agreement are not subject to the bulk transfer or any similar statutory provisions in effect in any applicable jurisdiction;

(h) Ability to Perform; Solvency. 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 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;

(i) 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 the Purchaser's ownership of each Mortgage Loan;

(j) Fair Consideration. 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;

(k) Owner of Record. The Seller is the owner of record of each Mortgage and the indebtedness evidenced by each Mortgage Note;

(l) Privacy. The Seller agrees and acknowledges that as to all nonpublic personal information received or obtained by it with respect to any Mortgagor: (i) such information is and shall be held by it in accordance with all applicable law, including but not limited to the privacy provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq and its implementing regulations; (ii) such information is in connection with a proposed or actual secondary market sale related to a transaction of the Mortgagor for purposes of 16 C.F.R. § 313.14(a)(3); and (iii) it is hereby prohibited from disclosing or using any such information other than to carry out the express provisions of this Agreement, or as otherwise permitted by Applicable Law.

(m) MERS. The Seller is in good standing, and will comply in all material respects with the rules and procedures of MERS in connection with the administration of the MERS Designated Mortgage Loans;

(n) Compliance with Fact Act. The sale or transfer of each Mortgage Loan by the Seller complies with all applicable laws governing such sale or transfer, including without limitation, the Fair and Accurate Transactions Act (the "FACT Act") and the Fair Credit Reporting Act, each as may be amended from time to time, and the 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; and

(o) Seller Underwriting Guidelines. For Delegated Loans, the Seller Underwriting Guidelines are in conformance with the Purchaser Program Guides.

Section 6.02 Representations and Warranties Regarding Individual Mortgage Loans. The Seller hereby makes the additional representations and warranties with respect to the Mortgage Loans contained in Annex I attached hereto. It is expressly understood that Annex I, including the representations and warranties contained therein, shall hereby deemed to be incorporated in this Agreement.

Section 6.03 Remedies for Breach of Representations and Warranties. It is understood and agreed that the representations and warranties set forth in Section 6.01, Section 6.02 and Annex I shall survive the sale of the Mortgage Loans to the Purchaser and shall inure to the benefit of the Purchaser, notwithstanding any restrictive or qualified endorsement on any Mortgage Note or assignment of mortgage or the examination or failure to examine any Mortgage File. Upon discovery by either of the Seller or the Purchaser of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other. With respect to any of the representations and warranties set forth in Section 6.01, Section 6.02 and Annex I that is made to the best of or based on the Seller's knowledge or belief, if it is discovered that the substance of such representation and warranty is inaccurate, then, notwithstanding the

Seller's lack of knowledge with respect to the substance of such representation and warranty being inaccurate at the time the representation and warranty was made, such inaccuracy shall be deemed a breach of the applicable representation or warranty and the Purchaser shall be entitled to all the remedies to which it would be entitled for a breach of representation or warranty, including without limitation, the repurchase and indemnification requirements contained herein, notwithstanding the Seller's lack of knowledge with respect to the inaccuracy at the time the representation was made.

Within 45 days of the earlier of either discovery by or notice to the Seller of any such breach of a representation or warranty set forth in Section 6.01, Section 6.02 and Annex I, which materially and adversely affects the value of the Mortgage Loans or the interest of the Purchaser therein (or which materially and adversely affects the value of the applicable Mortgage Loan or the interest of the Purchaser therein in the case of a representation and warranty relating to a particular Mortgage Loan), the Seller shall use its best efforts promptly to cure such breach in all material respects and, if such breach cannot be cured within such 60-day period, the Seller shall repurchase such Mortgage Loan at the Repurchase Price. A breach of representations and warranties in paragraphs (g), (j), (m), (z), (aa), (bb), (ff), (nn), or (oo) of Annex I shall be deemed to materially and adversely affect the value of the related Mortgage Loan or the interest of the Purchaser therein. Any repurchase of a Mortgage Loan or Loans pursuant to the foregoing provisions of this Section 6.03 shall be accomplished by direct remittance of the Repurchase Price by wire transfer to an account designated by the Purchaser in accordance with the Purchaser's instructions.

Notwithstanding anything to the contrary in the this Agreement, in respect of any Mortgage Loan where the related Mortgagor's loan application was taken on or after January 10, 2014, if the Seller discovers or receives notice with respect to a breach of the representations and warranties set forth in paragraph (oo) in Annex I, the Seller shall have no right to cure any such breach (alleged or otherwise); rather, the Seller shall repurchase the related Mortgage Loan within ten (10) Business Days of the earlier of either discovery by or notice to the Seller of such breach.

At the time of repurchase, the Purchaser and the Seller shall arrange for the reassignment of the applicable Mortgage Loan to the Seller and the delivery to the Seller of any documents held by the Purchaser relating to the applicable Mortgage Loan.

In addition to such repurchase obligation, pursuant to Section 7.01, the Seller shall indemnify the Purchaser and each of their present and former directors, officers, employees and agents and hold such parties harmless against any losses, damages, penalties, fines, forfeitures, legal fees and expenses and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from, a breach or alleged breach (a) of any representation or warranty contained in this Agreement or (b) that in respect of any Mortgage Loan where the related Mortgagor's loan application was taken on or after January 10, 2014, such Mortgage Loan (x) is not a Qualified Mortgage or (y) does not satisfy the Ability To Repay Standards. For purposes of this paragraph "Purchaser" shall mean the person then acting as the Purchaser under this Agreement and any and all persons who previously were "Purchasers" under this Agreement.

It is understood and agreed that the obligations of the Seller to cure or repurchase a defective Mortgage Loan and to indemnify the Purchaser constitute the sole remedies of the Purchaser respecting a breach of the representations and warranties set forth in Section 6.01, Section 6.02 and Annex I. Notwithstanding the foregoing, if the Seller fails to repurchase a defective Mortgage Loan in accordance with this Section 6.03, fails to cure a defective Mortgage Loan to the Purchaser's reasonable satisfaction in accordance with this Section 6.03 or fails to indemnify the Purchaser pursuant to this Section 6.03 or Section 7.01, such failure shall be deemed a default of the Seller under this Agreement and the Purchaser shall be entitled to pursue all available remedies against the Seller.

Any cause of action against the Seller relating to or arising out of the breach of any representations and warranties made in Section 6.01, Section 6.02 and Annex I shall accrue as to any Mortgage Loan upon (i) discovery of such breach by the Purchaser or notice thereof by the Seller to the Purchaser, (ii) failure by the Seller to cure such breach or repurchase such Mortgage Loan as specified above, and (iii) demand upon the Seller by the Purchaser for compliance with this Agreement.

Section 6.04 Early Payment Default. With respect to any Mortgage Loan, if the related Mortgagor becomes 30 days or more delinquent on any of the first four (4) Monthly Payments due to the Purchaser after the applicable Funding Date, the Seller shall, within fifteen (15) Business Days of receipt of notice from the Purchaser, repay the buyer the service release premium paid at the Funding Date plus an administrative fee of: (1) \$1,500 for Wintrust branded, Fannie Mae or Freddie Mac conventional loans; (2) \$2,500 for Government or USDA loans; or (3) \$3,500 Jumbo or portfolio non-conforming loans.

Section 6.05 Early Payoff. With respect to any Mortgage Loan that is prepaid in full during the six (6) month period from and after the related Funding Date, the Seller shall reimburse the Purchaser, within fifteen (15) Business Days of notice of such prepayment in full, the Seller shall repay the buyer the service release premium paid at the Funding Date.

Section 6.06 Mortgage Insurance Repurchase. With respect to any Mortgage Loan as having mortgage insurance, to the extent such mortgage insurance is borrower-paid (or, if lender-paid, was obtained by the Seller or the servicer), in the event the mortgage insurer (i) rejects, denies, or rescinds a claim on the basis of any defect in connection with the origination of the Mortgage Loan or the servicing of the Mortgage Loan (other than as a result of the mortgage insurer's breach of its obligations or insolvency) or (ii) cancels the policy, other than as a result of the mortgage insurer's breach of its obligations or as a result of the mortgage insurer's insolvency, the Seller shall either repurchase the Mortgage Loan at the Repurchase Price or pay the Purchaser the amount of such claim within thirty (30) days from such mortgage insurer rejection or cancellation.

ARTICLE VII THE SELLER

Section 7.01 Additional Indemnification by the Seller; Third Party Claims. The Seller shall indemnify the Purchaser and its present and former directors, officers, employees and agents and any Successor Servicer and its present and former directors, officers, employees and agents, and hold such parties harmless against any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and expenses (including legal fees and expenses incurred in connection with the enforcement of the Seller's indemnification obligation under this Section 7.01) and related costs, judgments, and any other costs, fees and expenses that such parties may sustain in any way in connection with or relating to (i) a breach by Seller of any of the representations and warranties contained in this Agreement, including a breach that in respect of any Mortgage Loan where the related Mortgagor's loan application was taken on or after January 10, 2014, such Mortgage Loan (x) is not a Qualified Mortgage or (y) does not satisfy the Ability To Repay Standards or (ii) a breach by Seller of any of its covenants and other obligations contained herein including any failure to interim service the Mortgage Loans in strict compliance with the terms of this Agreement. For purposes of this paragraph "Purchaser" shall mean the person then acting as the Purchaser under this Agreement and any and all persons who were previously "Purchasers" under this Agreement and "Successor Servicer" shall mean any person designated as the Successor Servicer pursuant to this Agreement and any and all persons who were previously "Successor Servicers" pursuant to this Agreement.

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the

indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve the indemnifying party from any liability which it may have to any indemnified party under this Agreement, except to the extent that it has been prejudiced in any material respect, or from any liability which it may have, otherwise than under this Agreement. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party; *provided* that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party or parties shall have reasonably concluded that there may be legal defenses available to it or them and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party for expenses incurred by the indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with one local counsel, if applicable)), (ii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii) the indemnifying party has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii).

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01 General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Agreement have the meanings assigned to them in this Agreement and/or the Program Guide and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender;

(b) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles;

(c) references herein to "Articles," "Sections," "Subsections," "Paragraphs," and other subdivisions without reference to a document are to designated Articles, Sections, Subsections, Paragraphs and other subdivisions of this Agreement or the Program Guide

(d) reference to a Subsection without further reference to a Section is a reference to such Subsection as contained in the same Section in which the reference appears, and this rule shall also apply to Paragraphs and other subdivisions;

(e) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision; and

(f) the term “include” or “including” shall mean without limitation by reason of enumeration.

Section 8.02 Exhibits; Annex. The exhibits and annexes to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

Section 8.03 Grant of Security Interest. It is intended that the conveyance of the Seller’s right, title and interest in and to the Mortgage Loans and other property conveyed pursuant to this Agreement on the Funding Date 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: (1) the rights and obligations of the parties shall be established pursuant to the terms of this Agreement; (2) the Seller hereby grants to the Purchaser a first priority security interest to secure repayment of an obligation in an amount equal to the Purchase Price in all of the Seller’s right, title and interest in, to and under, whether now owned or hereafter acquired, the Mortgage Loans and other property; and (3) this Agreement shall constitute a security agreement under applicable law.

Section 8.04 Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or email provided above, or such other address as may hereafter be furnished to the other party by like notice. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

Section 8.05 Severability Clause. Any part, provision representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction as to any Mortgage Loan shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good faith, to develop a structure the economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.

Section 8.05 Counterparts. This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Agreement, any documents to be delivered pursuant to this Agreement and any notices hereunder may be transmitted between them by email and/or by facsimile. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (“PDF”) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

Section 8.06 Successors and Assigns; Assignment of Purchase Agreement. This Agreement shall bind and inure to the benefit of and be enforceable by the Seller and the Purchaser and the respective permitted successors and assigns of the Seller and the successors and assigns of the Purchaser. Except in the case of any merger or consolidation where the Seller is not the surviving entity or sale of substantially all of the assets of the Seller, this Agreement shall not be assigned, pledged or hypothecated by the Seller to a third party without the prior written consent of the Purchaser, which consent may be withheld by the Purchaser in its sole discretion. This Agreement may be assigned, pledged or hypothecated by the Purchaser in whole or in part, and

with respect to one or more of the Mortgage Loans, without the consent of the Seller. There shall be no limitation on the number of assignments or transfers allowable by the Purchaser with respect to the Mortgage Loans and this Agreement. In the event the Purchaser assigns this Agreement, and the assignee assumes any of the Purchaser's obligations hereunder, the Seller acknowledges and agrees to look solely to such assignee, and not to the Purchaser, for performance of the obligations so assumed and the Purchaser shall be relieved from any liability to the Seller with respect thereto.

Section 8.07 Waivers; Amendments. No term or provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement shall not be amended, changed, or modified, in whole or in part, except by an instrument in writing signed by all parties hereto, or their respective successors or assigns, or otherwise as expressly provided herein.

Section 8.08 Further Agreements. The Seller and the Purchaser each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Agreement.

Section 8.09 Relationship of Parties. Nothing herein contained shall be deemed or construed to create a co-partnership or joint venture between the parties hereto.

Section 8.10 Confidentiality. The Seller shall keep confidential and shall not divulge to any party, without the Purchaser's prior written consent, the Purchase Price paid by the Purchaser for the Mortgage Loans, except to the extent that it is appropriate for the Seller to do so in working with its legal counsel, auditors, taxing authorities or other governmental agencies. In addition, each of the Seller and the Purchaser hereby agrees to fully comply with all applicable laws, rules and regulations governing the confidentiality of any information acquired from or concerning the Mortgagors.

Each party recognizes that, in connection with this Agreement, it may receive non-public information regarding the financial condition, operations and prospects of the other party. Except as required by law, each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate the purpose of the Agreement; *provided*, that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate the transactions contemplated in this Agreement and such employees, agents and affiliates are informed of the confidential nature of such information and agree to maintain its confidentiality; *provided, further* that such information is identified as confidential non-public information. In addition, confidential information may be provided to a regulatory authority with supervisory power over the Purchaser; *provided* such information is identified as confidential non-public information.

Notwithstanding the foregoing, the Seller accepts and agrees that the Purchaser may, in its sole discretion, provide such information (including loan-level information) other than information relating to the Purchase Price, to a subsequent transferee or subsequent purchaser in connection with any contemplated transfer or sale of some or all of the Mortgage Loans, or to any financing sources, in each case subject to compliance with applicable privacy laws.

Notwithstanding other provisions of this Agreement, the Seller and the Purchaser (and each employee, representative or other agent of any of the foregoing) may disclose, without limitation of any kind, the tax treatment and tax structure of transactions covered by this agreement and all materials of any kind (including opinions or other tax analyses) that are provided to any of the foregoing parties relating to such tax treatment and tax structure.

Section 8.11 Power of Attorney. The Seller hereby authorizes the Purchaser, at the Seller's expense, to perform all acts which the Purchaser deems appropriate to protect, preserve and realize upon the Mortgage Loans, including, but not limited to, the right to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any mortgage insurance or with respect to any Mortgage Note, complete blanks in documents, transfer servicing (including, but not limited, to sending "good-bye letters" to any Mortgagor) and execute assignments on behalf of the Seller as its attorney in fact. This power of attorney is coupled with an interest and is irrevocable without Purchaser's consent.

Section 8.12 Intention of the Parties. It is the intention of the parties that the Purchaser is purchasing, and the Seller is selling the Mortgage Loans and not a debt instrument of the Seller or another security. Accordingly, the parties hereto each intend to treat the transaction for Federal income tax purposes as a sale by the Seller, and a purchase by the Purchaser, of the Mortgage Loans.

To the extent that any transfer of any Mortgage Loan hereunder from the Seller is characterized as a loan by the Purchaser to the Seller secured by such Mortgage Loan, each of the Purchaser and the Seller represents and warrants as to itself that each receipt by the Purchaser of collections in respect of such Mortgage Loan, to the extent deemed to constitute a remittance of such collections by the Seller to the Purchaser, will have been (i) in payment of a debt incurred by the Seller in the ordinary course of business or financial affairs of the Seller and the Purchaser and (ii) made in the ordinary course of business or financial affairs of the Seller and the Purchaser.

Section 8.13 Entire Agreement. This Agreement and the related Purchase Advice contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. In the event of any inconsistency between a Purchase Advice, any other written agreements between the parties related to the transactions contemplated herein (other than those agreements expressly amending, supplementing or otherwise modifying this Agreement in accordance with the terms hereof) and/or this Agreement, this Agreement shall control.

Section 8.14 Waiver of Trial by Jury. THE SELLER AND THE PURCHASER EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST 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 OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.15 Governing Law. THIS AGREEMENT SHALL BE DEEMED IN EFFECT WHEN A FULLY EXECUTED COUNTERPART THEREOF IS RECEIVED BY THE PURCHASER IN THE STATE OF ILLINOIS AND SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS. THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW RULES AND PRINCIPLES.

Section 8.16 Jurisdiction; Consent to Service of Process. EACH OF THE PURCHASER AND THE SELLER IRREVOCABLY (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT; (II) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM IN ANY ACTION OR PROCEEDING IN ANY SUCH COURT; (III) AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN

ANY OTHER MANNER PROVIDED BY LAW; AND (IV) CONSENTS TO SERVICE OF PROCESS UPON IT BY MAILING A COPY THEREOF BY CERTIFIED MAIL ADDRESSED TO IT AS PROVIDED FOR NOTICES HEREUNDER.

Section 8.17 Termination This Agreement may be terminated without cause by either party immediately upon written notice to the other party.

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 date first above written.

[COMPANY]
(Seller)

By: _____
Name: _____
Title: _____

WINTRUST MORTGAGE, A DIVISION OF BARRINGTON BANK & TRUST COMPANY, N.A.
(Purchaser)

By: _____
Name: Jason Bohrer
Title: EVP

ANNEX I
MORTGAGE LOAN REPRESENTATIONS AND WARRANTIES ANNEX

The Seller hereby represents and warrants to the Purchaser that, as to each Mortgage Loan, as of the related Funding Date and each Servicing Transfer Date for such Mortgage Loan:

(a) Mortgage Loans as Described. The Mortgage Loan is in compliance with all requirements. The information set forth in the related Loan File, and any other related data sent to the Purchaser or its due diligence vendor, is complete, true and correct in all material respects.

(b) Payments Current; No Advances; No Prepayments. No payment under any Mortgage Loan has been thirty (30) days delinquent prior to the Funding Date. All payments due on a Mortgage Loan on or prior to the related Funding Date have been made and credited as of the related Funding Date; no payment made on such Mortgage Loan has been dishonored; and neither the Seller nor any other party has advanced funds or induced, solicited or knowingly received any advance of funds from a party other than the owner of the Mortgaged Property subject to the Mortgage or a third party with respect to amounts to be taken from the escrow accounts and any shortfall thereof which may be remitted by the Seller, directly or indirectly, for the payment of any amount required by the Mortgage Loan. The Mortgage Loan was not prepaid in full prior to the Funding Date and the Seller has not received notification from a Mortgagor that a prepayment in full shall be made after the Funding Date;

(c) No Outstanding Charges. There are no defaults in complying with the terms of the Mortgage, and all taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, or an escrow of funds has been established, to the extent permitted by law, in an amount sufficient to pay for every such item which remains unpaid and which has been assessed but is not yet due and payable. Seller has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the Mortgagor, directly or indirectly, for the payment of any amount required by the Mortgage Note or Mortgage, except for interest accruing from the date of the Mortgage Note or date of disbursement of the Mortgage proceeds. Where applicable, all Homeowner Association fees and common charges have been paid;

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

(e) No Rescission; No Defenses; No Bankruptcy. The Mortgage Note and the Mortgage 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 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; and the Mortgagor was not a debtor in any state or federal bankruptcy or insolvency proceeding at the time the Mortgage Loan was originated. The Mortgaged Property has not been subject to any bankruptcy proceeding or foreclosure proceeding. The Mortgagor is not in bankruptcy and is not insolvent and 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 marketability of the Mortgage Loan. Any prior bankruptcy or foreclosure experience by a borrower does not conflict with the Program Guide. No borrower utilized a false identity in the origination of such Mortgage Loan;

(f) Hazard and Flood Insurance. All buildings or other improvements upon the Mortgaged Property are insured by a Qualified Insurer against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the Mortgaged Property is located in an amount which is consistent with the amount that would have been required as of the date of origination in accordance with the Program Guide. If the Mortgaged Property is in an area identified in the Federal Register 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 Federal Flood Insurance Administration is in effect with a generally acceptable insurance carrier. All individual insurance policies contain a standard mortgagee clause naming the Seller and its successors and assigns as mortgagee, and may not be reduced, terminated or canceled without thirty (30) days' prior written notice to the mortgagee. No such notice has been received by Seller, and all premiums thereon have been paid. The Mortgage obligates the Mortgagor thereunder to maintain a hazard insurance policy at the Mortgagor's cost and expense, and on the Mortgagor's failure to do so, authorizes the holder of the Mortgage to obtain and maintain such insurance at such Mortgagor's cost and expense, and to seek reimbursement therefor from the Mortgagor. The hazard 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 the Purchaser upon the consummation of the transactions contemplated by this Agreement. The Seller has not acted or failed to act so as to impair the coverage of any such insurance policy or the validity, binding effect and enforceability thereof. Where required by state law or regulation, the Mortgagor has been given the opportunity to choose the carrier of the required hazard insurance, provided the policy is not a "master" or "blanket" hazard insurance policy covering a condominium, or any hazard insurance policy covering the common facilities of a planned unit development;

(g) Compliance with Applicable Laws. Any and all requirements of any federal, state or local law including, without limitation, all applicable predatory and abusive lending, usury, truth-in-lending, real estate settlement procedures, consumer credit protection (including Uniform Consumer Credit Code laws, where applicable), fair credit reporting, unfair collection practices, equal credit opportunity or fair housing and disclosure laws applicable to the origination, servicing and collection of each such Mortgage Loan have been complied with (including, without limitation, the federal Mortgage Disclosure Improvement Act of 2008 and its promulgating regulations under 12 C.F. R. Part 226, as amended by the Emergency Economic Stabilization Act of 2008), and the Mortgagor received all disclosure materials required by Applicable Law with respect to the origination of each such Mortgage Loan and, if such Mortgage Loan is a refinanced Mortgage Loan, rescission materials required by Applicable Laws; and the consummation of the transactions contemplated hereby will not involve the violation of any such laws or regulations, and the Seller shall maintain in its possession, available for the Purchaser's inspection, and shall deliver to the Purchaser upon demand, evidence of compliance with all such requirements;

(h) 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 Mortgage, in whole or in part, nor has any instrument been executed that would affect any such satisfaction, release, cancellation, subordination or rescission. 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 resulting from any action or inaction by the Mortgagor;

(i) Type of Mortgaged Property. The Mortgaged Property is a fee simple estate and consists of a single parcel of real property with a detached single family residence erected thereon, or a two- to four-family dwelling, or an individual residential condominium unit in a condominium project or an individual unit in a planned unit development, no portion of the Mortgaged Property is used for commercial or agricultural purposes, and since the date of origination, no portion of the Mortgaged Property has been used for

commercial or agricultural purposes. No Mortgage Loan is secured by mixed-use properties or condotels; no Mortgage Loan is a home equity line of credit;

(j) Valid First Lien. The Mortgage is a valid, subsisting, enforceable and perfected, first lien on the Mortgaged Property, including all buildings and improvements on the Mortgaged Property and all installations and mechanical, electrical, plumbing, heating and air conditioning systems located in or annexed to such buildings, and all additions, alterations and replacements made at any time with respect to the foregoing. The Mortgaged Property is free and clear of all encumbrances and liens having priority over the lien of the Mortgage except for: (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 acceptable to prudent mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the Seller and specifically referred to or otherwise considered in the appraisal made for the Seller; 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 Mortgage 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, subsisting, enforceable and perfected first lien and first priority security interest on the property described therein and the Seller has full right to sell and assign the same to the Purchaser;

(k) No Default. There is no default, breach, violation or event of acceleration existing under the Mortgage or the related 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 of acceleration; and neither the Seller nor any prior mortgagee has waived any default, breach, violation or event permitting acceleration and Seller has the right under the terms of the Mortgage Note, to pay any maintenance charges or assessments owed by the Mortgagor. 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. No foreclosure action is currently threatened or has been commenced with respect to any Mortgaged Property;

(l) Validity of Mortgage Documents. The Mortgage Note and the related Mortgage and any other agreement executed and delivered by a Mortgagor in connection therewith 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 subject to bankruptcy, insolvency and other laws of general application affecting the rights of creditors and Seller has taken all action necessary to transfer such rights of enforceability to Purchaser. All parties to the Mortgage Note, the Mortgage and any other such related agreement had the legal capacity to enter into the Mortgage Loan and to execute and deliver the Mortgage Note, the Mortgage and any such agreement. The Mortgage Note, the Mortgage and any other such related agreement have been duly and properly executed by the Mortgagor or such other related parties;

(m) No Fraud. No error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to any Mortgage Loan has taken place, whether known or unknown, (i) on the part of the Seller or on the part of any other party involved in the origination of the Mortgage Loan, including, without limitation, the related Mortgagor or any broker, seller, appraiser, builder or developer, or (ii) in the application of any insurance in relation to such Mortgage Loan or in connection with the sale of such Mortgage Loan to the Purchaser, or (iii) that would impair in any way the rights of the Purchaser in such Mortgage Loan or the related Mortgaged Property or that violated Applicable Law. The documents, instruments and agreements submitted for loan underwriting 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. The Seller has reviewed all of the documents constituting the Mortgage File and has made such inquiries as it deems necessary to make and confirm the accuracy of the representations set forth herein;

(n) PMI Policy. Each Mortgage Loan indicated as having primary mortgage insurance is covered by a valid, binding and enforceable PMI Policy as to the principal amount of the Mortgage Loan. All provisions of such PMI Policy have been and are being complied with, such policy is in full force and effect, and all premiums due thereunder have been paid. The form and substance of such PMI Policy is in substantial conformance with primary mortgage insurance policies acceptable to the program Guide. No action, inaction, or event has occurred and no state of facts exists that has, or will result in the exclusion from, denial of, or defense to coverage. Any Mortgage Loan subject to a PMI Policy obligates the Mortgagor thereunder to maintain the PMI Policy and to pay all premiums and charges in connection therewith;

(o) Title Insurance. The Mortgage Loan is covered by (i) an attorney's opinion of title and abstract of title the form and substance of which is acceptable to mortgage lending institutions making mortgage loans in the area where the Mortgaged Property is located, (ii) an lender's title insurance policy, (iii) with respect to any Mortgage Loan for which the Mortgaged Property is located in California, a CLTA lender's insurance title policy, or (iv) other generally acceptable form of policy or insurance acceptable to Fannie Mae or Freddie Mac and each such title insurance policy is issued by a title insurer acceptable to Fannie Mae or Freddie Mac 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 Mortgage in the original principal amount of the Mortgage Loan.

(p) Location of Improvements; No Encroachments. Except as otherwise permitted by the Program Guide, all improvements which were considered in determining the appraised value of the Mortgaged Property lay wholly within the boundaries and building restriction lines of the Mortgaged Property. No improvements on adjoining properties encroach upon the Mortgaged Property. The Mortgaged Property and all improvements thereon comply with all requirements of any applicable zoning and subdivision laws and ordinances. No improvement located on or being part of the Mortgaged Property, as of the date the related Mortgage Loan was originated and as of the Funding Date, is in violation of any applicable zoning law, building law, occupancy law, ordinance, regulation, standard, license or certificate and the Seller has not received any notice of noncompliance with any use or zoning law, building law, occupancy law, ordinance, regulation, standard, license or certificate with respect to the Mortgaged Property;

(q) Form of Mortgage Note and Mortgage. The Mortgage Note and Mortgage are (i) on forms similar to those used by Freddie Mac or Fannie Mae or (ii) customary in the secondary mortgage market, and Seller has not made any representations to a Mortgagor that are inconsistent with the mortgage instruments used;

(r) Occupancy of the Mortgaged Property. The Mortgaged Property is lawfully occupied under Applicable Law;

(s) Deeds of Trust. In the event the Mortgage constitutes a deed of trust, a trustee, authorized and 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 mortgagee to the trustee under the deed of trust, except in connection with a trustee's sale after default by the Mortgagor;

(t) 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;

(u) No Condemnation Proceedings. There is no proceeding pending or to Seller's knowledge, threatened for the total or partial condemnation of the Mortgaged Property, nor is such a proceeding currently occurring;

(v) Mortgaged Property Undamaged. The Mortgaged Property is undamaged by water, fire, earthquake or earth movement other than earthquake, windstorm, flood, tornado, hurricane 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 was intended and such Mortgaged Property is in good repair and is in substantially the same condition it was in at the time the most recent appraised value was obtained

(w) Collection Practices; Escrow Deposits. With respect to escrow deposits and Escrow Payments if applicable, all such payments are in the possession 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 accordance with Applicable Law and the provisions of the related Mortgage Note and Mortgage. An escrow of funds is not prohibited by Applicable Law and has been established in an amount sufficient to pay for every item that remains unpaid and has been assessed but is not yet due and payable. No escrow deposits or Escrow Payments or other charges or payments due the Seller have been capitalized under the Mortgage Note and no such escrow deposits or Escrow Payments are being held by the Seller for any work on a Mortgaged Property which has not been completed;

(x) Completion Escrows. There are no Mortgage Loans subject to outstanding completion escrows except those specifically identified by the Seller as such to the Purchaser;

(y) No Violation of Environmental Laws. There does not exist on the related Mortgaged Property any hazardous substances, hazardous wastes or solid wastes, as such terms are defined in the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act of 1976, or other federal, state or local environmental legislation including, without limitation, asbestos. There is no pending action or proceeding directly involving the Mortgaged Property in which compliance with any environmental law, rule or regulation is an issue; there is no violation of any environmental law, rule or regulation with respect to the Mortgage Property and, to the best of the Seller's knowledge, the Mortgaged Property is free from any and all toxic or hazardous substances; and nothing further remains to be done to satisfy in full all requirements of each such law, rule or regulation constituting a prerequisite to the use and enjoyment of said property;

(z) Servicemembers Civil Relief Act. The Mortgagor has not notified the Seller, and the Seller has no knowledge, of any relief requested or allowed to the Mortgagor under the Servicemembers Civil Relief Act, or other similar state statute;

(aa) HOEPA. No Mortgage Loan is (a) subject to the provisions of the Homeownership and Equity Protection Act of 1994 as amended ("HOEPA"), (b) a "high cost" mortgage loan, "covered" mortgage loan, "high risk home" mortgage loan, or "predatory" mortgage loan or any other comparable term, no matter how defined under any federal, state or local law, (c) subject to any comparable federal, state or local statutes or regulations, or any other statute or regulation providing for heightened regulatory scrutiny or assignee liability to holders of such mortgage loans, or (d) a High Cost Loan or Covered Loan, as applicable (as such terms are defined in the current Standard & Poor's LEVELS® Glossary Revised, Appendix E). No Mortgage Loan has a percentage listed under the Indicative Loss Severity Column (the column that appears in the then-current Standard & Poor's LEVELS® Glossary of Terms on Appendix E);

(bb) No Predatory Lending. No predatory, abusive or deceptive lending practices, including but not limited to, the extension of credit to a mortgagor without regard for the mortgagor's ability to repay the

Mortgage Loan and the extension of credit to a mortgagor which has no tangible net benefit to the mortgagor, were employed in connection with the origination of the Mortgage Loan. Each Mortgage Loan is in compliance with the anti-predatory lending eligibility for purchase requirements of Fannie Mae;

(cc) Principal Residence. The related Mortgaged Property is the Mortgagor's principal residence;

(dd) Funding Date. The Funding Date is no more than 60 days following the date of the Mortgage Note;

(ee) Flood Certification Contract. The Seller has obtained a life of loan, transferable flood certification contract issued by a provider chosen by the Seller and acceptable to the Purchaser in its sole discretion for each Mortgage Loan, and such contract is assignable without penalty, premium or cost to the Purchaser;

(ff) Patriot Act. The Seller has complied with all applicable anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001 (collectively, the "Anti-Money Laundering Laws"). Any breach of any representations made in this clause herein shall be deemed to materially and adversely affect the value of the Mortgage Loan and shall require a repurchase of the affected Mortgage Loan;

(gg) Recordable Form. The assignment of mortgage, upon the insertion of the name of the assignee and recording information, is in recordable form and is acceptable for recording under the laws of the jurisdiction in which the Mortgaged Property is located. Each original Mortgage was recorded or is in the process of being recorded and, have been recorded, in the appropriate jurisdictions in which such recordation is necessary to perfect the liens against creditors of the Seller;

(hh) No Litigation with respect to Mortgage Loan or Mortgaged Property. There is no action, suit, proceeding, investigation, or litigation pending, or to the Seller's knowledge, threatened, with respect to the Mortgage Loan or the Mortgaged Property. The Mortgage Loan is not subject to any outstanding litigation for fraud, origination, predatory lending, servicing or closing practices. There is no litigation, which has not been dismissed or settled, which sought to enjoin a foreclosure sale. The Seller has not failed to take any actions, the failure of which, and no actions have been taken by the Seller that, would adversely affect the ability of the Purchaser or its designee to commence foreclosure or similar proceedings and fully liquidate the related Mortgaged Property;

(ii) Appraisals. Each Mortgage File contains a written appraisal prepared by a Qualified Appraiser and in accordance with the requirements of Title XI of FIRREA, signed by a Qualified Appraiser, who had no interest, direct or indirect, in the Mortgaged Property or in any loan made on the security thereof, and whose compensation was not affected by the approval or disapproval of the Mortgage Loan. The appraisal was written, in form and substance, to (i) Program Guide standards for mortgage loans of the same type as such Mortgage Loans and (ii) USPAP standards, and satisfies applicable legal and regulatory requirements. The appraisal was made and signed prior to the final approval of the Mortgage Loan application;

(jj) Full Disbursement of the Proceeds. The proceeds of the Mortgage Loan have been fully disbursed and there is no requirement for future advances thereunder, and 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 were paid, and the Mortgagor is not entitled to any refund of any amounts paid or due under the Mortgage Note or Mortgage;

(kk) Income/Employment/Assets. With respect to each Loan, the Seller verified the borrower's income, employment, and assets in accordance with the Program Guide. Each Mortgage Loan was underwritten in conformance with the Program Guide;

(ll) Source of Payments. With respect to each Mortgage Loan, no portion of the loan proceeds has been escrowed for the purpose of making monthly payments on behalf of the borrower and no payments due and payable under the terms of the Mortgage Note and Mortgage or deed of trust. Down payment. With respect to each Mortgage Loan whose purpose is listed as "purchase", the Mortgagor and/or co-Mortgagor paid the percentage required by the Program Guide of the purchase price with his/her own funds;

(mm) No Construction Loans. No Mortgage Loan was made in connection with (i) the construction or rehabilitation of a Mortgage Property or (ii) facilitating the trade-in or exchange of a Mortgaged Property other than a construction-to-permanent loan which has converted to a permanent Mortgage Loan;

(nn) Origination/Doing Business. The Mortgage Loan was originated by the Seller, a savings and loan association, a savings bank, a commercial bank, a credit union, an insurance company, or similar institution that is supervised and examined by a federal or state authority or by a mortgagee approved by the Secretary of Housing and Urban Development pursuant to Sections 203 and 211 of the National Housing Act. All parties which have had any interest in the Mortgage Loan, whether as mortgagee, assignee, pledgee or otherwise, are (or, during the period in which they held and disposed of such interest, were) (1) in material compliance with any and all applicable licensing requirements of the laws of the state wherein the Mortgaged Property is located, and (2) either (i) organized under the laws of such state, or (ii) qualified to do business in such state, or (iii) federal savings and loan associations or national banks having principal offices in such state, or (iv) not doing business in such state;

(oo) Ability-to-Repay; Qualified Mortgage. with respect to each Mortgage Loan where the Mortgagor's loan application for the Mortgage Loan was taken on or after January 10, 2014, such Mortgage Loan (i) is a Qualified Mortgage and (ii) complies with the Ability To Repay Standards, and all necessary evidence to demonstrate such compliance with 12 C.F.R. Part 1026.43(e) and 12 C.F.R. Part 1026.43(c) is included in the Credit File, including documentation to support that the Mortgage Loan meets the eight underwriting factors as set forth in 12 C.F.R. 1026.43(c)(2);

(pp) MERS. With respect to each MERS Designated Mortgage Loan, a MIN has been assigned by MERS and such MIN is accurately provided in the Mortgage Loan Documents. If the related Mortgage identifies MERS as the original Mortgagee of record, such Mortgage provides that the Mortgage is assigned to MERS solely as nominee for the Seller and its successors and assigns. In addition, the Mortgage has been properly executed, acknowledged, delivered and recorded in all the places necessary to perfect the security interest in the Mortgaged Property in favor of MERS, solely as nominee for the Seller and its successors and assigns. If MERS is not the original Mortgagee of record, an assignment to MERS has been prepared, duly executed and recorded and the chain of assignments is complete and recorded from the original mortgagee to MERS. The Seller further represents that it has complied with all rules and procedures of MERS for its assignment of the Mortgage to the Purchaser, including, among other things, that the Seller has confirmed the transfer on the MERS System to the Purchaser. With respect to each MERS Designated Mortgage Loan, the Seller has not received any notice of liens or legal actions with respect to such Mortgage Loan and no such notices have been electronically posted by MERS;

(qq) Complete Mortgage Files. The Mortgage File contains each of the documents and instruments specified to be included therein duly executed and in due and proper form, and each such document or instrument is in form acceptable to the applicable federal or state regulatory agency;

(rr) Insurance Coverage Not Impaired. With respect to any insurance policy including, but not limited to, hazard, title, or mortgage insurance covering a Mortgage Loan and the related Mortgaged Property, the Seller has not engaged in, and has no knowledge of the borrower's having engaged in, any act or omission that would impair the coverage of any such policy, the benefits of the endorsement, 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 as 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;

(ss) No Mechanics' Liens. There are no mechanics' or similar liens or claims which have been filed for work, labor or material (and no rights are outstanding that under the law could give rise to such liens) affecting the related Mortgaged Property which are or may be liens prior to, or equal or coordinate with, the lien of the related Mortgage which are not insured against by a title policy affording, in substance, the same protection afforded by this warranty;

(tt) No Additional Collateral. The Mortgage Note is not and has not been secured by any collateral, pledged account or other security except the lien of the corresponding Mortgage and the security interest of any applicable security agreement or chattel mortgage referred to in subsection (j) above;

(uu) Acceptable Investment. There are no circumstances or conditions with respect to the Mortgage, the Mortgaged Property, the Mortgagor, the Mortgage File or the Mortgagor's credit standing that can reasonably be expected to cause private institutional investors to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent, or adversely affect the value or marketability of the Mortgage Loan, or cause the Mortgage Loan to prepay during any period materially faster or slower than the mortgage loans originated by the Seller generally. No Mortgaged Property is located in a state, city, county or other local jurisdiction which the Purchaser has determined in its sole good faith discretion would cause the related Mortgage Loan to be ineligible for whole loan sale or securitization in a transaction consistent with the prevailing sale and securitization industry (including, without limitation, the practice of the rating agencies) with respect to substantially similar mortgage loans;

(vv) Mortgaged Property Is One- to Four-Family. Each Mortgaged Property is located in the U.S. or a territory of the U.S. and consists of a one- to four-unit residential property, which may include, but is not limited to, a single-family dwelling, townhouse, condominium unit or unit in a planned unit development. In addition, each Mortgaged Property is located in a jurisdiction, and is a type of one- to four-unit residential property permitted by the Program Guide;

(ww) Delivery of Mortgage Documents. The Mortgage Note, the Mortgage, the assignment of mortgage and any other documents required to be delivered under this Agreement for each Mortgage Loan constituting the related Mortgage Loan Documents have been delivered to the Purchaser. The Seller is in possession of a complete, true and accurate Mortgage File in compliance with Exhibit A-1 hereto, except for such documents the originals of which have been delivered to the Purchaser, and the Seller has retained copies thereof;

(xx) Disclosure Materials. The Mortgagor has received all disclosure materials required by Applicable Law with respect to the origination of the related Mortgage Loan and, to the extent required by Applicable Law, executed a statement to the effect that the Mortgagor has received all disclosure materials required by Applicable Law and the Seller has complied with all Applicable Law with respect to the making of the Mortgage Loans. The Seller shall maintain proof of same in the related Mortgage File;

(yy) Prepayment Penalty. No Mortgage Loan is subject to a prepayment penalty as provided in the related Mortgage Note.

(zz) Endorsements. The Mortgage Note has been endorsed by Seller for its own account and not as a fiduciary, trustee, trustor or beneficiary under a trust agreement;

(aaa) Interest Rate Adjustments. With respect to each adjustable rate Mortgage Loan, all of the terms of the related Mortgage Note pertaining to interest rate adjustments, payment adjustments and adjustments of the outstanding principal balance, if any, are enforceable and such adjustments will not affect the priority of the lien of the related Mortgage and all Mortgage Interest Rate adjustments have been made in compliance with Applicable Law and the terms of the related Mortgage Note. Any interest required to be paid pursuant to Applicable Law has been properly paid and credited;

(bbb) Interest Calculation. Interest on each Mortgage Loan is calculated on the basis of a 365-day year;

(ccc) No Arbitration. No Mortgagor with respect to any Mortgage Loan originated on or after August 1, 2004 agreed to submit to arbitration to resolve any dispute arising out of or relating in any way to the mortgage loan transaction; and

(ddd) Imaging. Each imaged document represents a true, complete, and correct copy of the original document in all respects, including, but not limited to, all signatures conforming with signatures contained in the original document, no information having been added or deleted, and no imaged document having been manipulated or altered in any manner. Each imaged document is clear and legible, including, but not limited to, accurate reproductions of photographs. No original documents have been or will be altered in any manner.