



FLORIDA CAPITAL BANK MORTGAGE LOAN DOCUMENTATION POLICY

This written policy is published by Florida Capital Bank Mortgage for purposes of express incorporation by reference into the written agreements through which it obtains loan applications, loan packages, and/or loans (every agreement incorporating this policy is referred to below as the "Agreement"), and shall not be waived or modified except as may be done from time to time through the publication of an updated version of this policy, which act of revision by update shall only be effected in writing and shall occur only at the exclusive discretion of Florida Capital Bank Mortgage.

Correspondent represents and warrants that:

A. Compliance with all applicable laws. All applicable federal, state, and municipal laws, regulations, ordinances, and rules, including but not limited to the Real Estate Settlement Procedures Act (RESPA) and Regulation X, the Equal Credit Opportunity Act (ECOA) and Regulation B, the Fair Credit Reporting Act, the Federal Truth-in-Lending Act (TILA) and Regulation Z, the Flood Disaster Protection Act, the Home Mortgage Disclosure Act (HMDA) and Regulation C, the Fair Debt Collection Practices Act, and the Mortgage Disclosure Improvement Act of 2008 (MDIA), have been complied with and there exists within the final loan documentation no mortgagor claim or right adverse to the lender or originating bank, including without limitation usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, fair housing, and lending disclosure.

B. Loan Documentation - Acceptable Investment. Correspondent has no knowledge of any circumstance, condition, or omission existing within any aspect of the final loan documentation that could be expected to cause a private or institutional investor to regard the mortgage loan and the mortgaged property as an unacceptable investment or that would adversely affect the value of the mortgage loan and the mortgaged property.

C. Loan Documentation - Agency Requirements. If the mortgage loan was the result of a loan transaction under any loan program sponsored or maintained by GNMA, FNMA, FHLMC, FHA, VA, or HUD, then the final loan documentation complies with all guidelines promulgated by the respective agency.

D. Title Insurance. The mortgaged property is covered by an ALTA form of lender's title insurance policy issued by a title insurer qualified to do business in the jurisdiction where the mortgaged property is located, insuring the originating lender and its successors and assigns as to the first priority lien of the mortgage in the original principal amount of the note or other loan instrument and against any loss by reason of the invalidity or unenforceability of the mortgage lien, and no claims have been made against such policy, and Correspondent has done nothing that would waive or invalidate such policy.

E. Fraud and misrepresentation. There is no fraud or misrepresentation in the final loan documentation underlying the mortgage loan and the mortgaged property, including without limitation any fraud or misrepresentation of the mortgagor, any third-party, or any person or



entity involved in the production, origination, or closing of the Mortgage Loan or the appraisal of the Mortgaged Property.

F. Documentation of legal compliance. All written authorizations and disclosures required pursuant to federal or state borrower protection laws, including without limitation good faith estimates and truth-in-lending forms, have been provided to the mortgagor, executed by the mortgagor where applicable, and reside in the Correspondent's final loan documentation file.

G. Authenticity of loan file documents. Each document residing in the final loan documentation file underlying the mortgage loan and mortgaged property is genuine, complete, and accurate, and each signature and initial on each such document is genuine and authorized.

H. No modification of loan documents. The terms of each note and mortgage for each mortgage loan have not been amended or modified in writing in any material respect.

I. Missing Documents. Correspondent has not failed to deliver to Florida Capital Bank Mortgage any mortgage loan documents forming part of the final loan documentation.

The foregoing representations and warranties do not replace or diminish any of Correspondent's obligations in the Agreement. In the event that there exists any breach of any of the foregoing, Correspondent shall be subject to the Indemnification and Repurchase obligations set forth within the Agreement, and Correspondent agrees and acknowledges that any loan that is sold by Correspondent to Florida Capital Bank Mortgage or that is transacted between Correspondent and Florida Capital Bank Mortgage shall be subject to the complete requirements, obligations, and remedies of the Agreement, without limitation.

In the event that this written policy, or any part of it, is found unenforceable in any jurisdiction, Florida Capital Bank Mortgage and the Correspondent intend to revert to and be governed by the terms of the Agreement, without reference to the terms of this written policy.