

UNITED STATES BANKRUPTCY COURT Middle District of Florida, Jacksonville Div.

PROOF OF CLAIM

Name of Debtor: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Case Number: 3:09-bk-07047-JAF

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): RUSSELL L. FRANK and BRENDA FRANK

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: 27 MOUNTAIN BOULEVARD, SUITE 5 WARREN, NEW JERSEY 07059

FILED JACKSONVILLE, FLORIDA OCT 13 2009

Court Claim Number: (If known)

Telephone number: (908) 268-6988

Filed on:

CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 2,583.65

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

2. Basis for Claim: Funds from escrow due me plus filing of notice of satisfaction of mortgage

3. Last four digits of any number by which creditor identifies debtor: 5604

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

CLAIM FILED JACKSONVILLE, FLORIDA OCT 15 2009

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$ CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 10/15/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above.

FOR COURT USE ONLY

T, B & W Mortgage Corp.



00154

RUSSELL L. FRANK

SUITE FIVE
27 MOUNTAIN BOULEVARD
WARREN, NEW JERSEY 07059

(908) 769-9400
FAX: (908) 769-9402

October 8, 2009

U.S. Bankruptcy Court
300 N Hogan Street
Suite 3-350
Jacksonville, Florida 32202-4267

Re: Taylor, Bean and Whitaker
Case# 3:09-bk-07047-JAF

Dear Sirs:

Please find enclosed a B 10 Claim Form 10 (12/08) regarding the above Bankruptcy case. Also enclosed is the following:

1. photocopy of check from Taylor, Bean & Whitaker, payable to Russell L Frank & Brenda Frank in the amount of \$2,583.65, a payment from our funds in Taylor, Bean & Whitaker's escrow account, returned to us for NOT SUFFICIENT FUNDS.
2. photocopy of letter from Taylor, Bean & Whitaker stating that our mortgage note has been paid in full and that a satisfaction of Mortgage was to be recorded with the Clerk of the Court for release of the lien of record.
3. photocopy of Mortgage Note between Russell L Frank and Brenda Frank, borrowers, and Taylor, Bean & Whitaker, lender, loan #2855604.
4. photocopy of Tax and Insurance Account Disclosure Payoff Statement issued by Taylor, Bean & Whitaker, dated 8/1/09, indicating the amount of \$2,583.65 was disbursed to Russell L. Frank and Brenda Frank

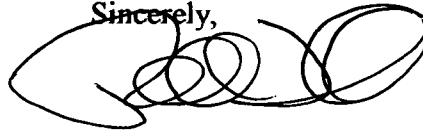
We obtained a mortgage from Taylor, Bean & Whitaker on September 5, 2008. We made all mortgage payments on time. We refinanced the mortgage on July 27, 2009. Taylor, Bean & Witaker were paid in full and were to file a release of their mortgage with the Clark County, Nevada, Clerk of the Court. This was never done. A representative of Taylor, Bean & Whitaker stated to us that their assets were frozen and they did not have the funds for the filing fees.

Taylor, Bean & Whitaker sent us a check, their check #399578, dated August 17, 2009, for disbursement of our funds held in their escrow account at Platinum Community Bank upon the repayment of our loan with them. We deposited the funds. The check was returned for NOT SUFFICIENT FUNDS.

We make a claim for the reimbursement of our funds in Taylor, Bean & Whitaker's escrow account in the amount of \$2,583.65 and the cost of filing fees and paperwork for the filing of the release and satisfaction of our mortgage with the Clark County, Nevada, Clerk of the Court and return of such filing to us.

Please contact us at the above address in New Jersey.

Sincerely,

A handwritten signature in black ink, appearing to read "Russell L. Frank", written in a cursive style.

Russell L. Frank

A handwritten signature in black ink, appearing to read "Brenda Frank", written in a cursive style.

Brenda Frank

001659

031200730
08/31/2009
000000000036949

This is a LEGAL COPY of your
check. You can use it the same
way you would use the original
check.

000776

Document Seq #
08311608383729401014
KNMIPNC
08/31/09

10312007001
08/26/2009
25105920185128

TAYLOR, BEAN & WHITAKER		Platinum Community Bank		NO. 399578	
Mortgage Corporation 315 NE 14th Street Ocala, Florida 31470		70-7443 710		CHECK NO. 399578	
Escrow Disbursement Clearing Account		DATE August 17, 2009		AMOUNT \$2,583.65	
Two Thousand Five Hundred Eighty Three and 89/100		PAY TO THE ORDER OF		Dollars	
NSF		RUSSELL FRANK & BRENDA FRANK		27 MOUNTAIN BLVD. #5 WARREN NJ 07059	
310208552		08-27-09		101 4735 01	
399578		@071974453@		0000904015*	
				0000258365	

⑈399578⑈ 4⑈071974453⑈0000904015⑈ ⑈0000258365⑈

001660

08/26/2009
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6418126413
031000040 08/31/2009
6312607992
031000040 08/31/2009
6213242299

031200730 08/31/2009

FOR DEPOSIT ONLY
RUSSELL L. FRANK

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
OF SERVICE CONTAINED ON THE OTHER SIDE

0074

08312009
4795 01
5917182159
598-0011
101 4795 01

>031200730* 08/26/2009
7510059201860 18..

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310208202
TRC=7168
K=05

Security Features:	
Bank MICR Numbers	• MICR routing and account numbers shown in red ink
Void Penetration	• Void appears in copy of check when photocopied or scanned
Warning Band	• Border warning of security features

105151
3209
10-0030
IT=7167

FEDERAL RESERVE BOARD OF GOVERNORS WLD-CC

Do not endorse or write below this line.



**Taylor, Bean
& Whitaker**

Mortgage Corp.

1417 North Magnolia Ave

Ocala, Florida 34475

Bus. 888-225-2164

Fax 888-329-9270

Web: www.taylorbean.com

August 20, 2009

RUSSELL L FRANK & BRENDA FRANK
27 MOUNTAIN BLVD. #5
WARREN, NJ 07059

Re: Paid in Full - Original Note
Loan Number: 2855604
Property Address: 4984 RIVEDRO STREET

Dear RUSSELL L FRANK & BRENDA FRANK:

It has been our pleasure servicing your loan, we have enclosed the Original Note for the above referenced loan. Taylor, Bean & Whitaker has forwarded the satisfaction of Mortgage/Security Deed/Deed of Trust to the Clerk of the Court for release of the lien of record.

Once the document has been returned from the Court, it will be mailed directly to you.

If you have any questions or if we may be of any other service, please visit us on the web at www.taylorbean.com or contact our Customer Relations Department at 1-888-225-2164.

Sincerely,

Marisol Silva
Manager - Release & Reconveyance
Taylor, Bean & Whitaker Mortgage Corp.

enclosure

RRomapiv2.1

NOTE

September 05, 2008
[Date]

LAS VEGAS
[City]

Nevada
[State]

4984 RIVEDRO STREET
LAS VEGAS, NV 89135
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 190,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Taylor, Bean & Whitaker Mortgage Corp.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.5000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on November 01, 2008

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 01, 2038, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,200.93

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01

ITEM T1648L1 (0011)

(Page 1 of 3 pages)

GREATLAND ■
To Order Call: 1-800-530-8993 □ Fax: 616-791-1131



23030285560

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


RUSSELL L FRANK

(Seal)
-Borrower


BRENDA FRANK

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Without recourse, pay to the order of

(Sign Original Only)

By: Taylor, Bean & Whitaker
Mortgage Corp.


Erita Carter-Saw, E.V.P.

Tax and Insurance Account Disclosure Payoff Statement

August 17, 2009

TAYLOR, BEAN & WHITAKER MORTGAGE CORP
 1417 N. Magnolia Avenue
 Ocala, FL 34475-9078
 (888)225-2164

Loan Number 2855604
 Due Date 08/01/09

Property Address:
 4984 RIVEDRO STREET
 LAS VEGAS NV 89135

RUSSELL L FRANK & BRENDA FRANK
 27 MOUNTAIN BLVD. #5
 WARREN NJ 07059

Account History for 09/08 Through 08/09

Month	Projected T&I Pmt	Actual T&I Pmt	Projected T&I Disb	Actual T&I Disb	Disb Desc	Projected T&I Balance	Actual T&I Balance
Starting T&I Balance.....						0.00	667.88
September	0.00	0.00	0.00	0.00		0.00	667.88
October	0.00	0.00	0.00	0.00		0.00	667.88
November	0.00	281.56 *	0.00	0.00		0.00	949.24
December	0.00	281.58 *	0.00	0.00		0.00	1,230.80
	0.00	0.00	0.00	756.18 *	County Taxes	0.00	474.62
January	0.00	281.56 *	0.00	0.00		0.00	758.18
February	0.00	281.56 *	0.00	0.00		0.00	1,037.74
	0.00	0.00	0.00	756.18 *	County Taxes	0.00	281.56
March	0.00	281.56 *	0.00	0.00		0.00	563.12
April	0.00	281.56 *	0.00	0.00		0.00	844.68
May	0.00	281.58 *	0.00	0.00		0.00	1,126.24
June	0.00	281.58 *	0.00	0.00		0.00	1,407.80
July	0.00	1,777.62 *	0.00	0.00		0.00	3,185.42
	0.00	0.00	0.00	601.77 *	County Taxes	0.00	2,583.65
August	0.00	0.00	0.00	2,583.65 *		0.00	0.00 **
Totals.....	0.00	4,030.10	0.00	4,697.78			

An asterisk (*) indicates a difference from a previous estimate either in the date or the amount. An "E" indicates estimates for future payments or disbursements.

Your mortgage payment, as of the last T&I Account Disclosure Statement, was 0.00. The breakdown was as follows: 0.00 Principal and Interest, 0.00 T&I, 0.00 Miscellaneous Insurance, 0.00 Subsidy.

The Real Estate Settlement Procedures Act (RESPA) requires that we, the servicer, send you a history of your T&I account within 60 days of receiving the payoff funds for your loan. This statement shows the ending balance in your account as of the payoff date.

For further explanation, please call Servicing Department.