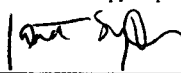

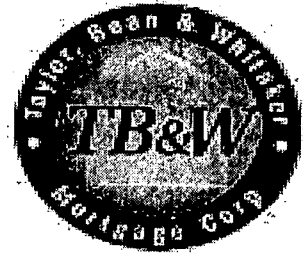


UNITED STATES BANKRUPTCY COURT Middle District of Florida, Jacksonville Div.		PROOF OF CLAIM
Name of Debtor: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.		Case Number: 3:09-bk-07047-JAF
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Janet A. Sykes		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Janet A. Sykes 336 Lebanon Circle Durham, NC 27712		
Telephone number: (919) 824-1456		
Name and address where payment should be sent (if different from above): Janet A. Sykes 336 Lebanon Circle Durham, NC 27712		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: (919) 824-1456		
1. Amount of Claim as of Date Case Filed: \$ <u>169,652.00</u> 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. <input type="checkbox"/> 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. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Mortgage Note</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>4919</u> 3a. Debtor may have scheduled account as: <u>Platinum Bank</u> (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: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>180,000.00</u> Annual Interest Rate <u>5%</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>169,652.00</u> Basis for perfection: <u>Refinance</u> Amount of Secured Claim: \$ <u>165,331.00</u> Amount Unsecured: \$ <u>4,312.59</u>		
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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 10/26/09	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. Attach copy of power of attorney, if any. Janet Sykes 	FOR COURT USE ONLY I, B & W Mortgage Corp.  00202



11104 Front St
Mokena, IL 60448
P- 708-995-0260
F- 708-326-1606



PLEASE READ AND RETURN AS SOON AS POSSIBLE:

I want to welcome you to the Fresh Start Program. I want to clarify that your existing loan with Taylor Bean & Whitaker will be submitted for processing by Platinum Community Bank. Platinum Community Bank is owned and operated by Taylor Bean & Whitaker and is acting as its retail division for new loan originations and modifications.

To follow is a set of documents that must be signed and returned to my ASAP. I ask that this documentation is returned to my office within 72 hours of receipt. Please use the enclosed pre-paid envelope to return OR information can be faxed to 708-326-1606 or scanned and emailed to jgallichio@platinumbank.net

The enclosed documentation represents your loan transaction HOWEVER the numbers represented will need to be modified upon receipt of mortgage payoff and payments are made to your account to bring it current. We discussed how the Fresh Start Program will work. Upon receipt of your documentation I will internally order a mortgage payoff and instruct you as to how much you need to pay toward the transaction as well as where to send the payments. Again please return your paperwork back to me ASAP to start the process; this is a very time sensitive matter.

In addition to the disclosures please forward to me the following documentation:

- Note from last refinance
- Settlement statement from last refinance
- ✓• Proof of homeowners insurance (declaration page or agent name and phone number)
- ✓• Photo copy of drivers license or state ID
- ✓• Photo copy of SSI card or W-2 to document social security card
- Copy of Taylor Bean & Whitaker mortgage statement
- ✓• Letter of explanation (attached to this page)
 - Signed escrow transfer letter
- ✓• Fresh start letter
- ✓• Employment information with employer name, address, phone number, position and time there

Please return all paperwork back to me as soon as possible; please feel free to contact me at any time with questions or concerns at 708-995-0260. This new loan will need to close in April 2009

Sincerely,

JEFF GALLICHIO
SENIOR LOAN OFFICER
PLATINUM COMMUNITY BANK
TAYLOR BEAN & WHITAKER

8480 4371 9544 - Tracking # FedEx



smartertitle.com

national.
mobile.
web-based.
smart.

14535 John Marshall Highway
Suite 109
Gainesville, VA 20155
p. 800-800-3561

July 20, 2009

Taylor, Bean and Whitaker Mortgage Corp
1417 N Magnolia Avenue
Ocala, FL 34475-9078

Payoff Department

In re:

Loan No. 1956783

Mortgagor: Alfonza Sykes, Janet Sykes

Property Address: 336 Lebanon Cr, Durham, NC 27712

Our File Number: 0931232T

Dear Sir or Madam:

The check enclosed herewith represents payment in full of the above-referenced account. In the event that the funds are insufficient to satisfy the balance of the account I (we), the undersigned mortgagor(s), authorize and request that the amount necessary to pay the loan in full be drafted from my (our) escrow account. I (We) hereby authorize you to release any and all information concerning the payoff of my account to Smartertitle.com.

Please close out this account and forward all paid and cancelled loan documentation as well as the requisite Certificate of Satisfaction to the address at the top of this letter so that Smartertitle.com may oversee its recordation in the appropriate County/City land records on our behalf.

This letter shall also serve as a request and authorization to close, if applicable, any EQUITY LINE or OPEN-ENDED LINE OF CREDIT. I (We) further certify to that we have verified all payoff figures itemized on the HUD-1 Settlement Statement and represent to Smartertitle.com that *no draws/advances have been made* against any such account since the payoff statement was obtained from the lender by Smartertitle.com. Any payoff shortage created by an intervening advance shall be my (our) sole responsibility and I (we) will remit payment promptly upon demand by Smartertitle.com.

Should you have any questions or concerns, please contact the Smartertitle.com Post Closing Department at the address and number listed.

Sincerely,

Alfonza Sykes

Janet Sykes

philadelphia
northern virginia
orlando
houston
dallas

(800) 800-3561
www.smartertitle.com



smartertitle.com

national.
mobile.
web-based.
smart.

File #: 0931232T
Re: 336 Lebanon Cr, Durham, NC 27712

I/We understand that any and all checks representing any proceeds, will be made payable to and available to me/us upon the funding/disbursement of this refinance loan and recordation of security instruments among the land records of Durham County.

I UNDERSTAND THAT ANY AND ALL UNSECURED PAYOFF CHECKS WILL BE SENT DIRECTLY TO ME AND MADE PAYABLE TO THE CREDITOR.

I/We choose to receive all of said checks via:

_____ Federal Express (only for proceeds above \$1,000, lower amounts will be mailed)

_____ Provide Voided Check for Wire (only for proceeds above \$5,000, lower amounts will be mailed or sent Fedex)

_____ Provide Information needed to wire, on the following page (only for proceeds above \$5,000)

I/We also indemnify and hold harmless Smartertitle.com, LLC from any and all liability relating to the funding of this loan.

Alfonza Sykes Date _____

Janet Sykes Date _____

State Of: _____

County Of: _____ to wit:

I, _____, a notary public in and for the jurisdiction aforesaid, do hereby certify that Alfonza Sykes, Janet Sykes, whose name(s) is/are signed to the writing above bearing date on the _____ day of _____, 20____, has/have acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, 20__.

philadelphia
northern virginia
orlando
houston
dallas

(800) 800-3561
www.smartertitle.com

Notary Public
My Commission expires:

TAYLOR, BEAN & WHITAKER MORTGAGE CORP
1417 N. Magnolia Avenue
Ocala, FL 34475-9078
(888)225-2154

July 10, 2009

Payoff Statement

QD

Loan Number: 1956783
Investor: 02 702 320

Property Address
336 LEBANON CIRCLE
Durham NC 27712

JANET SYKES
336 LEBANON CIRCLE
DURHAM NC 27712

Borrower
Janet Sykes
336 Lebanon Circle
DURHAM NC 27712

Account Information

Loan Type: FHA
Interest Calculation Method: FHA Loan
Estimated Payoff Date: 07/31/09
Due Date Next Payment: 07/01/09
Current Interest Rate: 7.00000

Amounts for Payoff

Principal Balance: 161,875.91
+ Interest Due: 1,888.56
- Unapplied Balance: .00
- Subsidy Balance: .00
+ Returned Check Charges Due: .00
+ Total FCL/Bank Fees Due: .00
+ Miscellaneous Fees Due: .00
- Loss Draft Balance: .00

Balances

T&I Balance: 996.56
Delinquent Late Charges: 172.50
Returned Check Balance: .00
Miscellaneous Fee Balance: .00
Unapplied Balance: .00
Subsidy Balance: .00
Calculated Late Charges From
Due Date to Payoff Date: 57.50

Total Amount Due 163,764.47

Important Information

DISCLAIMER: Figures MUST be verified within 24 hours of payoff. The total amount necessary to pay off the loan is subject to final verification from the noteholder. We reserve the right to adjust or refuse any funds that are not sufficient to pay the loan in full. Funds MUST be certified and overnighted to 'Attention: Payoffs' at the above address. T&I Balance can not be used. Disbursements or dishonored payments may affect final payoff. Please provide seller's forwarding address.

FLOAT / LOCK DISCLOSURE

FLOAT

Loan is currently floating. Please contact your representative to lock your rate.

LOCK

Your loan was locked in at application.

NAME: JANET SYKES

PROPERTY ADDRESS: 336 LEBANON CIRCLE
Durham, NC 27712

TYPE OF LOAN: FHA

INTEREST RATE: 5.250

DISCOUNT POINTS: \$ 0.00

ORIGINATION FEE: \$ 0.00

DATE OF LOCK: 7/16/2009

LOCK-IN FEE: \$ 0.00
(where applicable)

DATE OF EXPIRATION: 7/31/2009

LOAN NUMBER: 3244919

Applicant(s) hereby acknowledge that the interest rate fees shown above shall remain locked for 15 days. The locked rate and fees will apply regardless of upward or downward changes in market conditions, if the loan applied for is closed prior to expiration of this lock.

It is understood and agreed that if the loan applied for is not closed within 15 days, this rate and fee lock shall expire regardless of whether any loan commitment has been issued. We will make a good faith effort to process the mortgage loan application and stand ready to fulfill the terms of its commitment before the expiration date of the lock agreement or any extension thereof. Lender shall not be responsible in the event of failure or inability, for any reason, to close the loan prior to expiration of this lock.

It is understood and agreed that this decision to lock the rate and fees is made at the sole discretion of applicant(s) and that the Lender has no responsibility with respect to that decision. The borrower may rescind any lock-in agreement until acknowledged by the Lender.

The provision of this Election To Lock Rate becomes effective only in the event of issuance of a loan commitment by Lender and timely acceptance of that commitment by applicant(s). Nothing contained herein shall in any way obligate Lender to approve the loan requested.

ACKNOWLEDGED BY:

JANET SYKES

Date

Date

Date

Date

Date

Date

C0123L0 - Float / Lock Disclosure



0222053244919

C0123_20081230.100001

Taylor, Bean & Whitaker Mortgage Corp.

To Settlement Agent:

Name: SMARTERTITLE.COM LLC Telephone No (800) 800-3561
Street Address: 14535 JOHN MARSHAL HIGHWAY ST., STE Fax No: (800) 633-8216
City, ST Zip: GAINESVILLE VA 20155 GF No./Escrow No
Taylor, Bean & Whitaker Mortgage Corp.
Name: Veronica Tripamer
Phone: (630) 458-7404
Fax: (630) 458-7504
Loan Number: 3244919

SUPPLEMENTAL CLOSING INSTRUCTIONS

Please prepare and close this loan in accordance with our requirements as set forth in the General Closing Instructions and the Supplemental Closing Instructions. In the event the General and Supplemental Closing Instructions conflict, the Supplemental Closing Instructions will supersede. These Closing Instructions will expire on the Document Expiration Date indicated below. In the event this loan does not close on this date or if the loan documentation does not conform to the information stated herein, please do not close the loan without notifying the office of the Lender.

SECTION I: LOAN INFORMATION

Scheduled to Close/Date of Papers: 7/20/2009
Funding Date: 7/24/2009
Borrower(s): JANET SYKES
Sellers(s)
Property Address: 336 LEBANON CIRCLE, Durham, NC 27712

Loan Amount:	165,331.00	Initial Interest Rate:	5.2500
Sales Price:	0.00	Amortization/Months Due In:	360 / 360
Down Payment:		Initial Principal and Int. Pmt:	912.96
FHA/VA Case No:	381-9358159-703	Margin:	
Secondary Lien Amount:		Index:	
Rate Expiration Date:	7/31/2009	Periodic Interest Cap:	
Loan Program:	FHA 30	First Payment Date:	9/ 1/2009
Occupancy:	Owner	Final Payment Date:	8/ 1/2039

SECTION II: CLOSING/FUNDING CONDITIONS

WE EXPECT YOU TO READ ALL CLOSING INSTRUCTIONS THOROUGHLY PRIOR TO COMMENCING THE CLOSING AND CONTACT US IMMEDIATELY IF FOR ANY REASON YOU CANNOT COMPLY WITH THEM WITHIN 2 BUSINESS DAYS OF DISBURSEMENT (Document Expiration Date). If this cannot be accomplished then this package must be returned to Lender or specific written approval must be obtained prior to closing.

These instructions cannot be amended by any oral agreements or discussions with unauthorized personnel. Any deviations from these written instructions and the General Closing Instructions are at the risk of the Settlement Agent.

All documents must be signed by the borrower in person. Please obtain the proper identification. No closings are authorized using a power of attorney without prior written approval from Taylor, Bean & Whitaker Mortgage Corp.

- Borrower(s) must sign and date page 3 and 4 of Residential Loan Application (1003) and FHA or VA Addendum as applicable and initial the bottom of pages 1 & 2. Closer must approve any revisions and any corrections to be initialed by borrower(s). Return with closing documents.
- Settlement Agent to complete, if applicable, the required information at the bottom of the legal description for all recorded documents in the following states: Assessor's Parcel Number (NV), Assessor's Property Tax Parcel of Account Number (WA), Parcel Identification Number (KY, PA, VA & WI), Parcel Number (DE-Kent County, FL, IL, MT, NC, OH, & TN), Tax Map Number (HI, NJ & NY).
- The Settlement Agent must insure that the Truth In Lending disclosure are signed prior to the execution of the Note and/or Contract.
- Broker/Bank to ensure that applicable outstanding conditions are provided for funding of loan.
- Signed HUD-1 must be faxed for review and approved prior to funding/disbursement. Send final, signed original with closing package.
- No secondary financing without prior approval.
- ACH Payment Setup Form - Contact Information Setup section and eStatement Setup section must be completed.
- Additional Items:
 - Other
THE FOLLOWING INITIAL SIGNED DISCLOSURES ARE NEEDED: 1003, 92900A AND FLOAT-LOCK NOTICE
 - Other
TBW TO HAVE FIRST LIEN POSITION / NO SECONDS
 - Other
CASE NUMBER ASSIGNED ON 5/12/09 / FINANCED \$0 IN CLOSING COSTS, DISCOUNT & PREPAIDS
 - Other
CASH TO BORROWER CANNOT EXCEED \$0 / 3 DAY ROR / HUD TO REFLECT PAYOFF OF TBW / HUD TO REFLECT MIP REFUND OF \$877.23 EXPIRES 7/31/09; Pay-off is \$163,764.47
 - Title to:
Fresh Start Loan- TBW will cover all Pre-Paid, Escrows, Title, County Fees-list as POCL
 - Title to:
TBW REQUIRES a State/Loan Specific Closing Protection Letter-
 - Title to:
*****FAX PRELIM HUD TO 630-458-7504/EMAIL VTRIPAMER@TAYLORBEAN.COM FOR APPROVAL*****
 -
- Credit Report Fee Invoice - Charge at closing cannot exceed invoice.

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$2,563.09	403.	
104. Payoff T & W	\$163,764.47	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. Water/Sewer		410. Water/Sewer	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$166,327.56	420. Gross Amount Due to Seller	\$0.00
200. Amount Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)	\$165,331.00	502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Credit for Current Escrows	\$996.56	504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. Water/Sewer		514. Water/Sewer	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$166,327.56	520. Total Reduction Amount Due Seller	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$166,327.56	601. Gross Amount due to seller (line 420)	\$0.00
302. Less amounts paid by/for borrower (line 220)	\$166,327.56	602. Less reductions in amt. due seller (line 520)	\$0.00
303. Cash Borrower	\$0.00	603. Cash Seller	\$0.00

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller		520. Total Reduction Amount Due Seller	\$0.00
401. Contract Sales Price		600. Cash At Settlement To/From Seller	
402. Personal Property		601. Gross Amount due to seller (line 420)	\$0.00
403.		602. Less reductions in amt. due seller (line 520)	\$0.00
404.		603. Cash Seller	\$0.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all changes imposed upon the borrower and seller. These are United party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

811. Service Release Premium	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from 7/24/2009 to 8/1/2009 @ \$23.78/day			POC (L) \$190.24	
902. Mortgage Ins Premium for months	to	Department of HUD		\$2,443.32
903. Hazard Ins Premium for years	to			
904. MIP Refund		Department of HUD		\$-877.23
1000. Reserves Deposited With Lender				
1001. Hazard insurance POCL 1035.81	9 months @		\$115.09 per month	
1002. Mortgage insurance	months @		\$74.18 per month	
1003. City property taxes	months @		per month	
1004. County property taxes POCL 785.04	13 months @		\$137.08 per month	\$997.00
1005. Assessment Taxes	months @		per month	
1006. School property taxes	months @		per month	
1007. HOA Dues	months @		per month	
1008. Water/Sewer	months @		per month	
1009.	0 months @			
1010.	0 months @			
1011. Aggregate Adjustment POCL 548.44				
1100. Title Charges				
1101. Settlement or Closing Fee		to Smartertitle.com, LLC	POC (L) \$400.00	
1102. Abstract/Title Search		to Smartertitle.com, LLC	POC (L) \$125.00	
1103. Title Exam		to Smartertitle.com, LLC	POC (L) \$150.00	
1104. Title Insurance Binder		to		
1105. Doc Pre		to		
1106. Notary Fee		to		
1107. Attorney's Fees		to		
(includes above items numbers:)	
1108. Title insurance		to Smartertitle.com, LLC	POC (L) \$206.85	
(includes above items numbers:)	
1109. Lender's coverage			\$165,331.00/\$0.00	
1110. Owner's coverage			\$0.00/\$0.00	
1111. Closing Protection Letter		to		
1112. Courier and Wire		to Smartertitle.com, LLC	POC (L) \$50.00	
1113. Disbursement		to		
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed : Mortgage : Rel	to Durham County Register of Deeds		
1202. City/county tax/stamps	Deed : Mortgage	to		
1203. State tax/stamps	Deed : Mortgage	to		
1204. Recording Fee		to Durham County Register of Deeds	POC (L) \$48.00	
1205. Conveyance Fee		to		
1300. Additional Settlement Charges		to		
1301. Survey		to		
1302. Pest Inspection		to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$2,563.09

HUD/VA Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2900-0144
 HUD: 2502-0059 (exp. 11/30/2010)

Part I - Identifying Information (mark the type of application)		2. Agency Case No. (include any suffix)	3. Lender's Case No.	4. Section of the Act (for HUD cases)
1. <input type="checkbox"/> VA Application for Home Loan Guaranty <input checked="" type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		381-9358159-703	3244919	203(b) Basic Progra
5. Borrower's Name & Present Address (Include zip code) JANET SYKES 336 LEBANON CR. Durham, NC 27712		7. Loan Amount (include the UFMIP if for HUD or Funding Fee if for VA) \$ 165,331.00	8. Interest Rate 5.2500%	9. Proposed Maturity 30 yrs. 360 mos.
6. Property Address (including name of subdivision, lot & block no. & zip code) 336 LEBANON CIRCLE Durham NC 27712		10. Discount Amount (only if borrower is permitted to pay) \$ 2,443.32	11. Amount of Up Front Premium \$ 74.18 / mo.	12. Term of Monthly Premium 360 months
15. Lender's Name & Address (include zip code) Platinum Community Bank 1 South 443 Summit Ave Oakbrook, IL 60008 Type or Print all entries clearly		13. Lender's I.D. Code 1869600015	14. Sponsor / Agent I.D. Code 7499100008	
		16. Name & Address of Sponsor / Agent Taylor, Bean & Whitaker Mortgage Corp. 1417 North Magnolia Ave. Ocala, FL 34475		
		17. Lender's Telephone Number (847) 590-5200		

VA: The veteran and the lender hereby apply to the Secretary of Veterans Affairs for Guaranty of the loan described here under Section 3710, Chapter 37, Title 38, United States Code, to the full extent permitted by the veteran's entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37, and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

18. First Time Homebuyer? a. <input type="checkbox"/> Yes b. <input checked="" type="checkbox"/> No	19. VA Only Title will be Vested In: <input type="checkbox"/> Veteran <input type="checkbox"/> Veteran & Spouse <input type="checkbox"/> Other (specify)	20. Purpose of Loan (blocks 9 - 12 are for VA loans only)	7) <input type="checkbox"/> Construct Home (proceeds to be paid out during construction)
		1) <input type="checkbox"/> Purchase Existing Home Previously Occupied	8) <input type="checkbox"/> Finance Co-op Purchase
		2) <input type="checkbox"/> Finance Improvements to Existing Property	9) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home
		3) <input checked="" type="checkbox"/> Refinance (Refi.)	10) <input type="checkbox"/> Purchase Permanently Sited Manufactured Home & Lot
		4) <input type="checkbox"/> Purchase New Condo. Unit	11) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home to Buy Lot
		5) <input type="checkbox"/> Purchase Existing Condo. Unit	12) <input type="checkbox"/> Refi. Permanently Sited Manufactured Home/Lot Loan
		6) <input type="checkbox"/> Purchase Existing Home Not Previously Occupied	

Part II - Lender's Certification

21. The undersigned lender makes the following certifications to induce the Department of Veterans Affairs to issue a certificate of commitment to guarantee the subject loan or a Loan Guaranty Certificate under Title 38, U.S. Code, or to induce the Department of Housing and Urban Development - Federal Housing Commissioner to issue a firm commitment for mortgage insurance or a Mortgage Insurance Certificate under the National Housing Act.

- A. The loan terms furnished in the Uniform Residential Loan Application and this Addendum are true, accurate and complete.
- B. The information contained in the Uniform Residential Loan Application and this Addendum was obtained directly from the borrower by an employee of the undersigned lender or its duly authorized agent and is true to the best of the lender's knowledge and belief.
- C. The credit report submitted on the subject borrower (and co-borrower, if any) was ordered by the undersigned lender or its duly authorized agent directly from the credit bureau which prepared the report and was received directly from said credit bureau.
- D. The verification of employment and verification of deposits were requested and received by the lender or its duly authorized agent without passing through the hands of any third persons and are true to the best of the lender's knowledge and belief.

Items "H" through "J" are to be completed as applicable for VA loans only.

H. The names and functions of any duly authorized agents who developed on behalf of the lender any of the information or supporting credit data submitted are as follows:

Name & Address

Function (e.g., obtained information on the Uniform Residential Loan Application, ordered credit report, verifications of employment, deposits, etc.)

If no agent is shown above, the undersigned lender affirmatively certifies that all information and supporting credit data were obtained directly by the lender.

- I. The undersigned lender understands and agrees that it is responsible for the omissions, errors, or acts of agents identified in item H as to the functions with which they are identified.
- J. The proposed loan conforms otherwise with the applicable provisions of Title 38, U.S. Code, and of the regulations concerning guaranty or insurance of loans to veterans.

Signature of Officer of Lender	Title of Officer of Lender	Date (mm/dd/yyyy)

Part III - Notices to Borrowers. Public reporting burden for this collection of information is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number can be located on the OMB Internet page at http://www.whitehouse.gov/omb/library/OMB/INV.LIST.OF.AGENCIES.html#LIST_OF_AGENCIES. Privacy Act Information. The information requested on the Uniform Residential Loan Application and this Addendum is authorized by 38 U.S.C. 3710 (if for DVA) and 12 U.S.C. 1701 et seq. (if for HUD/FHA). The Debt Collection Act of 1982, Pub. Law 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. 3543, require persons applying for a federally insured or guaranteed loan to furnish his/her social security number (SSN). You must provide all the requested information, including your SSN, HUD and/or VA may conduct a computer match to verify the information you provide. HUD and/or VA may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed or released outside of HUD or VA, except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Any disclosure of information outside VA or HUD/FHA will be made only as permitted by law. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that VA or HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to VA and HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law. **Caution.** Delinquencies, defaults, foreclosures and abuses of

VA Form 26-1802a (3/98)

Form HUD-92900-A (05/2008)

ITEM OA001L1 (361708)



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Page 1

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mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The lender in this transaction, its agents and assigns as well as the Federal Government, its agencies, agents and assigns, are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer your account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written-off debt of yours to the Internal Revenue Service as your taxable income. All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the lender and/or the Federal Government to do so.

Part IV - Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration to verify my Social Security number to the Lender identified in this document and HUD/FHA, through a computer match conducted by HUD/FHA. I understand that my consent allows no additional information from my Social Security records to be provided to the Lender, and HUD/FHA and that verification of my Social Security number does not constitute confirmation of my identity. I also understand that my Social Security number may not be used for any other purpose than the one stated above, including resale or redisclosure to other parties. The only other redisclosure permitted by this authorization is for review purposes to ensure that HUD/FHA complies with SSA's consent requirements. I am the individual to whom the Social Security number was issued or that person's legal guardian. I declare and affirm under the penalty of perjury that the information contained herein is true and correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both. This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Read consent carefully. Review accuracy of social security number(s) and birth dates provided on this application.

Signature(s) of Borrower(s) _____ Date Signed _____ Signature(s) of Co-Borrower(s) _____ Date Signed _____

Part V - Borrower Certification

22. Complete the following for a HUD/FHA Mortgage.

22a. Do you own or have you sold other real estate within the past 60 months on which there was a HUD/FHA mortgage? Yes No

Is it to be sold?	22b. Sales Price	22c. Original Mortgage Amt
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0.00	\$0.00

22d. Address

22e. If the dwelling to be covered by this mortgage is to be rented, is it a part of, adjacent or contiguous to any project subdivision or group of concentrated rental properties involving eight or more dwelling units in which you have any financial interest? Yes No If "Yes" give details.

22f. Do you own more than four dwellings? Yes No If "Yes" submit form HUD-92561.

23. Complete for VA-Guaranteed Mortgage. Have you ever had a VA home Loan? Yes No

24. Applicable for Both VA & HUD. As a home loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to VA or to HUD/FHA and who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which VA or HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment will be a debt owed by you to the Federal Government. This debt will be the object of established collection procedures.

25. I, the Undersigned Borrower(s) Certify that:

(1) I have read and understand the foregoing concerning my liability on the loan and Part III Notices to Borrowers.

(2) Occupancy: (for VA only - mark the applicable box)

- (a) I now actually occupy the above-described property as my home or intend to move into and occupy said property as my home within a reasonable period of time or intend to reoccupy it after the completion of major alterations, repairs or improvements.
- (b) My spouse is on active military duty and in his or her absence, I occupy or intend to occupy the property securing this loan as my home.
- (c) I previously occupied the property securing this loan as my home. (for interest rate reductions)
- (d) While my spouse was on active military duty and unable to occupy the property securing this loan, I previously occupied the property that is securing this loan as my home. (for interest rate reduction loans)

Note: If box 2b or 2d is checked, the veteran's spouse must also sign below.

(3) Mark the applicable box (not applicable for Home Improvement or Refinancing Loan) I have been informed that (\$ _____) is:

- the reasonable value of the property as determined by VA or;
- the statement of appraised value as determined by HUD / FHA.
Note: If the contract price or cost exceeds the VA "Reasonable Value" or HUD/FHA "Statement of Appraised Value", mark either item (a) or item (b), whichever is applicable.
- (a) I was aware of this valuation when I signed my contract and I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the

difference between the contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment;

(b) I was not aware of this valuation when I signed my contract but have elected to complete the transaction at the contract purchase price or cost. I have paid or will pay in cash from my own resources at or prior to loan closing a sum equal to the difference between contract purchase price or cost and the VA or HUD/FHA established value. I do not and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.

(4) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the dwelling or property covered by his/her loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and civil action for preventive relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

(5) All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act or guaranteed by the Department of Veterans Affairs and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein.

(6) For HUD Only (for properties constructed prior to 1978) I have received information on lead paint poisoning. Yes Not Applicable

(7) I am aware that neither HUD / FHA nor VA warrants the condition or value of the property

Signature(s) of Borrower(s) -- Do not sign unless this application is fully completed. Read the certifications carefully & review accuracy of this application.

Signature(s) of Borrower(s) _____ Date Signed _____ Signature(s) of Co-Borrower(s) _____ Date Signed _____

(Borrowers Must Sign Both Parts IV & V) Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary or the HUD/FHA Commissioner.

Direct Endorsement Approval for a HUD/FHA-Insured Mortgage

U.S. Department of Housing and Urban Development

Part I - Identifying Information (mark the type of application) <input checked="" type="checkbox"/> HUD/FHA Application for Insurance under the National Housing Act		2. Agency Case No. (include any suffix) 381-9358159-703	3. Lender's Case No. 3244919	4. Section of the Act (for HUD cases) 203(b) Basic Progra
5. Borrower's Name & Present Address (Include zip code) JANET SYKES 336 LEBANON CR. Durham, NC 27712		7. Loan Amount (include the UFMIP) \$165,331.00	8. Interest Rate 5.2500%	9. Proposed Maturity 30 yrs. 360 mos.
6. Property Address (including name of subdivision, lot & block no. & zip code) 336 LEBANON CIRCLE Durham NC 27712		10. Discount Amount (only if borrower is permitted to pay) \$ 2,443.32	11. Amount of Up Front Premium \$ 74.18 / mo.	12a. Amount of Monthly Premium 12b. Term of Monthly Premium 360 months
15. Lender's Name & Address (include zip code) Platinum Community Bank 1 South 443 Summitt Ave Oakbrook, IL 60008		13. Lender's I.D. Code 1869600015	14. Sponsor / Agent I.D. Code 7499100008	
		16. Name & Address of Sponsor / Agent Taylor, Bean & Whlaker Mortgage Corp. 1417 North Magnolia Ave. Ocala, FL 34475 17. Lender's Telephone Number (847) 590-5200		

Type or Print all entries clearly

Approved: Approved subject to the additional conditions stated below, if any.
 Date Mortgage Approved May 20, 2009 Date Approval Expires July 31, 2009

<input type="checkbox"/>	Modified & Approved as follows:	Loan Amount (include UFMIP) \$	Interest Rate 5.2500%	Proposed Maturity Yrs. 360 Mos	Monthly Payment \$	Amount of Up Front Premium \$	Amount of Monthly Premium \$	Term of Monthly Premium months
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Additional Conditions:

- If this is proposed construction, the builder has certified compliance with HUD requirements on form HUD-92541.
- If this is new construction, the lender certifies that the property is 100% complete (both on site and off site improvements) and the property meets HUD's minimum property standards and local building codes.
- Form HUD-92544, Builder's Warranty is required.
- The property has a 10-year warranty.
- Owner-Occupancy Not required (item (b) of the Borrower's Certificate does not apply).
- The mortgage is a high loan-to-value, ratio for non-occupant mortgagor in military.
- Other: (specify)

This mortgage was rated as an "accept" or "approve" by FHA's Total Mortgage Scorecard. As such, the undersigned representative of the mortgagee certifies to the integrity of the data supplied by the lender used to determine the quality of the loan, that a Direct Endorsement Underwriter reviewed the appraisal (if applicable) and further certifies that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Mortgagee Representative _____

This mortgage was rated as a "refer" by a FHA's Total Mortgage Scorecard, and/or was manually underwritten by a Direct Endorsement underwriter. As such, the undersigned Direct Endorsement underwriter certifies that I have personally reviewed the appraisal report (if applicable), credit application, and all associated documents and have used due diligence in underwriting this mortgage. I find that this mortgage is eligible for HUD mortgage insurance under the Direct Endorsement program and I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4

Direct Endorsement Underwriter Lori Summers DE's CHUMS ID Number W828

The Mortgagee, its owners, officers, employees or directors do do not have a financial interest in or a relationship, by affiliation or ownership, with the builder or seller involved in this transaction.

Borrower's Certificate:

The undersigned certifies that:

- (a) I will not have outstanding any other unpaid obligations contracted in connection with the mortgage transaction or the purchase of the said property except obligations which are secured by property or collateral owned by me independently of the said mortgaged property, or obligations approved by the Commissioner;
- (b) One of the undersigned intends to occupy the subject property, (note: this item does not apply if owner-occupancy is not required by the commitment);
- (c) All charges and fees collected from me as shown in the settlement statement have been paid by my own funds, and no other charges have been or will be paid by me in respect to this transaction;
- (d) Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny the dwelling or property covered by this loan to any person because of race, color, religion, sex, handicap, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, handicap, familial status or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for a violation of this certificate.

Borrower(s) Signature(s) & Date
JANET SYKES

Lender's Certificate:

The undersigned certifies that to the best of its knowledge:

- (a) The statements made in its application for insurance and in this Certificate are true and correct;
- (b) The conditions listed above or appearing in any outstanding commitment issued under the above case number have been fulfilled;
- (c) Complete disbursement of the loan has been made to the borrower, or to his/her creditors for his/her account and with his/her consent;
- (d) The security instrument has been recorded and is a good and valid first lien on the property described;
- (e) No charge has been made to or paid by the borrower except as permitted under HUD regulations;
- (f) The copies of the credit and security instruments which are submitted herewith are true and exact copies as executed and filed for record;
- (g) It has not paid any kickbacks, fee or consideration of any type, directly or indirectly, to any party in connection with this transaction except as permitted under HUD regulations and administrative instructions.

I, the undersigned, as authorized representative of **Taylor, Bean & Whitaker Mortgage Corp.** mortgagee at this time of closing of this mortgage loan, certify that I have personally reviewed the mortgage loan documents, closing statements, application for insurance endorsement, and all accompanying documents. I hereby make all certifications required for this mortgage as set forth in HUD Handbook 4000.4.

Lender's Name		Note: If the approval is executed by an agent in the name of lender, the agent must enter the lender's code number and type.	
Taylor, Bean & Whitaker Mortgage Corp.			
Title of Lender's Officer			
Signature of Lender's Officer	Date	Code Number (5 digits)	Type
		74991	

NOTE

FHA CASE NO.

381-9358159-703

July 20, 2009
[Date]

336 LEBANON CIRCLE
Durham, NC 27712

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Taylor, Bean & Whitaker Mortgage Corp.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **One Hundred Sixty Five Thousand Three Hundred Thirty One and no/100** Dollars (U.S. \$ **165,331.00**), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Five and One Quarter** percent (**5.2500** %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **September 01, 2009**. Any principal and interest remaining on the first day of **August 2039**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **912.96**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FHA FIXED RATE NOTE

6/96

MULTISTATE
ITEM 6432L1 (022709)



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(Page 1 of 3)

T6432_20090408.10C007

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

- Growing Equity Allonge Graduated Payment Allonge
 Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent (**4.0000** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.

JANET SYKES (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

[Space Above This Line For Recording Data]

MIN: 100029500032449195

DEED OF TRUST

FHA CASE NO. 381-9358159-703
--

THIS DEED OF TRUST ("Security Instrument") is made on **July 20, 2009**. The grantor is **ALFONZA SYKES AND JANET SYKES HUSBAND AND WIFE**

LAWYERS TITLE

("Borrower"). The trustee is ("Trustee"). The beneficiary is **Mortgage Electronic Registration Systems, Inc. ("MERS")**. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **Taylor, Bean & Whitaker Mortgage Corp.**

("Lender") is organized and existing under the laws of **FL**, and has an address of **1417 North Magnolia Ave, Ocala, FL 34475**

Borrower owes Lender the principal sum of **One Hundred Sixty Five Thousand Three Hundred Thirty One and no/100** Dollars (U.S. **\$165,331.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **August 01, 2039**. The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in **Durham** County, North Carolina:

This Instrument was drafted by:
Veronica Tripamer
[Name of Person or Law Firm]

Mortgage broker or other person who acted as a mortgage broker in the origination of the loan: **JEFF GALLICHIO**

NORTH CAROLINA FHA DEED OF TRUST

6/96

MERS
ITEM T9691L1 (022008)

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(Page 1 of 8)



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See Attached Exhibit A.

which has the address of

336 LEBANON CIRCLE

[Street]

Durham

[City]

, North Carolina

27712

[Zip Code]

("Property Address");

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment

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items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time

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directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **eight months** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **eight months**

from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:

- (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately

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preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with applicable law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5 % of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Attorneys' Fees. Attorneys' fees must be reasonable.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider | <input type="checkbox"/> Other [Specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

_____(Seal) _____(Seal)
JANET SYKES -Borrower -Borrower

_____(Seal) _____(Seal)
Alfonza Sykes -Borrower -Borrower

_____(Seal) _____(Seal)
-Borrower -Borrower

Witness:

Witness

State of North Carolina, _____ County ss:

I, _____, a Notary Public of the County of _____,
State of North Carolina, do hereby certify that _____

_____ personally appeared before me this day and acknowledged the due execution
of the foregoing instrument.

Witness my hand and official seal this _____ day of _____

Notary Public

My commission expires: _____

After Recording Return To: **SMARTERTITLE.COM LLC**
14535 JOHN MARSHAL HIGHWAY ST,, STE 109
GAINESVILLE , VA 20155

NORTH CAROLINA FHA DEED OF TRUST

MERS...
ITEM T9691L8 (022008)

GreatDocs™
(Page 8 of 8)

MORTGAGE PROGRAM DISCLOSURE

Creditor: Taylor, Bean & Whitaker Mortgage Corp. Borrower(s) JANET SYKES

Loan Number: 3244919

Date of Program Disclosure: July 20, 2009

Mailing Address 336 LEBANON CR.

Est. Settlement Date:

Address Durham, NC 27712

Please Note: As used in this disclosure, the words you, your, and yours refer to the borrower; the words we, us, and our refer to the creditor. Also, optional items with boxes only apply if checked.

[X] FIXED RATE MORTGAGE PROGRAM:

This fixed rate mortgage program disclosure describes the features of the fixed rate mortgage (FRM) program which you are considering. The interest rate, payment amount, and term of your loan are not subject to change.

CONTRACTUAL CONTINGENCIES

[] Due-On-Sale Clause: Your mortgage loan documents contain a "due-on sale" clause provides specific rights for us. Except as is otherwise provided by law. Please read loan documents carefully for more details on the "due on sale" and "acceleration" clauses.

[X] Late Charge: Your mortgage loan documents contain a late charge clause. If a payment is 15 days late, you will be charged 4.0 % of your overdue payment

[] Prepayment Penalty: If you payoff your mortgage loan before maturity, you may have to pay a penalty.

[X] Required Escrow Payments: Your mortgage loan documents provide for escrow payments. As escrow account spreads out, on a periodic basis, the cost of some substantial payments that occur once or twice a year. By adding these smaller payments to your mortgage payment, they are not only easier to budget, but are also paid by us when they are due. You will have to pay these amounts to us unless we tell you, in writing, that you don't have to do so, or unless the law requires otherwise. You will make these escrow payments on the same day that you make your payments of principle and interest. Generally, the amount of your escrow payments will be one twelfth of any of the following that apply: estimated yearly taxes, assessments and ground rents on the property; estimated yearly premiums for hazard, flood, mortgage or credit life/disability insurances. We have the right to hold one or more payments as a reserve balance for real estate taxes to help cover anticipated tax increases on your property. If the amount of the escrow funds held by us, together with the future payments of escrow funds exceeds the amount required to pay the escrow items when due, the excess shall be, at your option, either promptly repaid to you or credited to you on periodic payments of funds. Failure to make your escrow payments entitles us to deduct them from your mortgage payment or we may, in some cases, advance the funds necessary to pay the escrow bills and add that amount to your principle loan balance. In addition, advance payments for required escrow accounts may be required at settlement. Please read your mortgage loan documents carefully for more details on escrow accounts, applications of payments and protection of your security.

[] Demand or Balloon Feature of Non or Partially Amortized Loans:

___ We have the right to call your loan due and payable after a specific period of time, namely:

___ The notice of maturity will be provided to you at least ___ calendar days prior to the expected maturity of the loan and will contain the date of maturity and the amount of the scheduled payment of that date.

___ We have unconditionally obligated ourselves to refinance your loan at the maturity date provided that you have met your loan obligations.

___ We have no obligations to refinance your loan at maturity.

___ There will be a large payment due at maturity or upon call of the loan.

JANET SYKES Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date



1010-388-3902

Loan Number: 3244919

ELECTION NOT TO RESCIND

I/We Do Not Wish to Rescind: (Do not sign this document until after time for rescission has expired). The undersigned hereby certifies that more than three (3) business days have elapsed since the extension of credit has been made. I/We acknowledge receiving copies of all documents signed by me/us related to the extension of credit from the lender (or a settlement agent on behalf of lender) at the time the extension of credit was made.

The undersigned has not exercised his/her right to rescind or cancel the transaction under state or federal law.

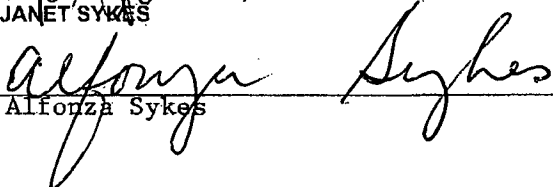
[DO NOT SIGN THIS UNTIL AFTER THREE (3) BUSINESS DAYS HAVE ELAPSED SINCE YOU SIGNED YOUR OTHER LOAN DOCUMENTS. AT THE END OF THAT PERIOD, PLEASE SIGN AND FAX, COURIER, OR TAKE TO THE PLACE WHERE SETTLEMENT OCCURRED.]



JANET SYKES

23 JUL 09

Date



Alfonza Sykes

7/23/09

Date

Date

Date

Date

Date

C0853L0 Election Not to Rescind



0892053244919

C0853_20071018.100000

Detailed Results

[Printable Version](#)

Enter tracking number

Detailed Results	Notifications
------------------	---------------

Tracking no.: 868663719544 E-n

Delivered

Delivered
 Signed for by: K.CLAUSE

Shipment Dates	Destination
Ship date Jul 21, 2009	Signature Proof of Delivery
Delivery date Jul 22, 2009 11:45 AM	

Shipment Facts

Service type	Priority Pak	Delivered to	Receptionist/Front Des
Weight	2.0 lbs/0.9 kg	Reference	SYKES

Shipment Travel History

Select time zone: Select time form

All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Jul 22, 2009 11:45 AM	Delivered		
Jul 22, 2009 9:14 AM	On FedEx vehicle for delivery	BROOKSVILLE, FL	
Jul 22, 2009 8:42 AM	At local FedEx facility	BROOKSVILLE, FL	
Jul 22, 2009 5:36 AM	At dest sort facility	TAMPA, FL	
Jul 22, 2009 3:28 AM	Departed FedEx location	MEMPHIS, TN	
Jul 21, 2009 11:52 PM	Arrived at FedEx location	MEMPHIS, TN	
Jul 21, 2009 8:55 PM	Left FedEx origin facility	RALEIGH, NC	
Jul 21, 2009 12:39 PM	Picked up	RALEIGH, NC	Tendered at Fec FedEx Office

October 8, 2009

To: Taylor Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave.
Ocala, Florida 34475

From: Janet A. Sykes
Account No.: 22527620
Prior Loan #: 1956783
336 Lebanon Circle
Durham, NC 27712

To Whom It May Concern:

I, Janet A. Sykes, am making a qualified written request to determine the mortgage loan ownership of property located at 336 Lebanon Circle Durham, NC 27712.

I have received four welcome letters since the refinance from the old loan #1956783 to the new loan #3244919.

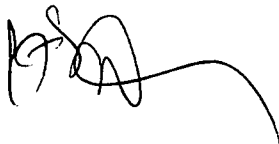
<u>Mortgage Company</u>	<u>Date Received</u>	<u>Loan No.</u>
Colonial Bank	August 12, 2009	3244919
Round Point Mortgage Servicing Corp.	August 12, 2009	3244919
Taylor Bean & Whitaker Mortgage Corp.	August 13, 2009	3244919
Bank of America Home Loans	August 23, 2009	1956783*

*Bank of America has been pursuing payment for the old loan #1956783.

Since there are three other companies listed, I'm now requesting certified documentation to show the current mortgage loan ownership of my home located at 336 Lebanon Circle Durham, NC 27712.

I have contact all local Better Business Bureau and HUD agencies to place a formal consumer complaint.

Janet Sykes



BMC Group.com / TBW mortgage
Claim form

Colonial Bank

MORTGAGE LOAN TRANSFER NOTICE

In this Notice, the terms "we", "us" or "our" mean the new creditor identified below. The terms "you" and "your" mean the mortgage loan borrower(s) identified below.

We are sending you this Notice because we are required by law to notify you that your mortgage loan identified below has been sold or transferred to us. We are the new creditor of your mortgage loan.

Date of this Notice: **August 12, 2009**

Mortgage Loan Borrower Name(s): **Janet Sykes**

Property Address: **336 Lebanon Cir
Durham, NC 27712-2644**

Mortgage Loan Information:

Date of Loan: **07/20/2009**
Original Amount of Loan: **\$165,331.00**

Address of Mortgaged Property: **336 Lebanon Cir
Durham, NC 27712-2644**

Mortgage Identification Number (MIN): **1000295-0003244919-5**

Please note the following information regarding the transfer of your mortgage loan:

1. The identity (name), address and telephone number of the new creditor:

**Colonial Bank
201 East Pine St.
Suite 730
Orlando, FL 32801
(407) 835-6700**

2. The date of the transfer of your mortgage loan: **08/10/2009**
3. How to reach an agent or party having authority to act on behalf of the new creditor:

The mailing address and telephone number to reach the mortgage company servicing your mortgage loan is:

**Colonial Bank
201 East Pine St.
Suite 730
Orlando, FL 32801
(407) 835-6700**

4. The instrument representing the indebtedness of your mortgage loan (promissory note) is not a recordable document, but the promissory note is in our possession or held on our behalf by our custodian. The security instrument (mortgage or deed of trust) that secures the repayment of your promissory note is, however, recorded in the public land records for Durham, NC.
5. Additional information:

This Notice does not identify or otherwise change the address where you send your mortgage loan payments.

If there is any change in the address for your mortgage loan payments, you will be notified of such change separately and apart from this notice.

You can also look up the current servicer of your mortgage loan by accessing MERS® Servicer ID at www.mers-servicerid.org, or by dialing the toll-free MERS® Servicer Identification System at 888-679-6377.





Janet Sykes
336 Lebanon Cir
Durham NC 27712-2644

August 12, 2009
TBW Loan Number: 3244919
RPMS Loan Number: 1000118842

RE: Notification of Servicing Transfer

336 Lebanon Cir
Durham NC 27712-2644

Dear Borrower:

We are writing to notify you that the servicing of your mortgage loan, that is, the right to collect payments from you, is being transferred from your prior servicer, Taylor, Bean & Whitaker Mortgage Corporation (TBW), to RoundPoint Mortgage Servicing (RPMS) Corporation.

Please be advised that as your new servicer, RoundPoint Mortgage Servicing Corporation will be servicing your mortgage loan and will begin accepting payments from you effective **August 12, 2009**. In the event you have already sent your scheduled monthly mortgage payment for the month of August to Taylor, Bean & Whitaker Mortgage Corporation, you do not have to resubmit your payment to RoundPoint Mortgage Servicing Corporation. Your payment will be forwarded to RoundPoint Mortgage Servicing Corporation.

Please be assured that the transfer of the servicing of your mortgage loan does not affect any terms or condition of the mortgage instruments, other than the terms directly related to the servicing of your loan. Due to circumstances that have recently occurred, the law requires that RoundPoint Mortgage Servicing Corporation send you this notice within 30 days after the date of transfer.

Should you have any questions relating to the servicing of your loan, please call us at (866) 559-8717, M-F, 8:00 a.m. – 8:00 p.m. EST or you may visit us at www.RPMServicing.com/new_borrowers.html. If you prefer to email your questions, send them to servicinghelp@roundpointmortgage.com.

Payments will no longer be accepted by Taylor, Bean & Whitaker Mortgage Corporation as of **August 12, 2009**. Effective **August 12, 2009**, please send all mortgage payments to:

RoundPoint Mortgage Servicing Corporation
Processing Center
P.O. Box 241429
Charlotte, NC 28224-1429

Always include your RPMS Loan Number, 1000118842, on your payment as reference.

If your monthly payment currently includes escrow for taxes and/or insurance, this will continue without interruption.

If you were previously enrolled in an automatic debit program through Taylor, Bean & Whitaker Mortgage Corporation for your monthly mortgage payment, please contact your bank to cease your drafting immediately. If you wish to continue drafting, you must re-enroll through RoundPoint Mortgage Servicing Corporation to initiate automatic drafting of payments. Enclosed you will find an application for our automatic debit program, otherwise known as ACH drafting.

Please read the disclosure that is printed on the back of this letter, as it outlines your rights with regards to mortgage servicing.

Handwritten notes:
A: 888-384-3558
mg. McLean
Management



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 13, 2009

Janet Sykes
336 Lebanon Circle
Durham, NC 27712

Re: **Welcome to Taylor, Bean & Whitaker!**
Loan Number: 3244919
Property Address: 336 Lebanon Circle

Dear Janet Sykes:

With great pleasure, we welcome you to Taylor, Bean & Whitaker Mortgage Corp. (TB&W). We would like to take a moment to introduce ourselves and the customer service options we offer. TB&W strives to provide the highest level of customer care possible. We have developed tools to assist you in managing your mortgage account and allow a variety of options to fit your lifestyle.

Internet:

- Visit www.taylorbean.com

Our online servicing center will provide the tools and resources to manage your account. Simply select "Register - First Time Users Must Register" and complete the registration process. Once complete, you will be able to *view your account history, access your loan balance, enroll in & manage eStatements, sign up for our ACH program, request a payoff, change your address, make payments and much more!*

eStatements

We are pleased to offer eStatements, the safe and secure way to view, search, save and print your monthly billing statements. An alert is delivered directly to the e-mail inbox of your choice, and will allow instant, secure access and payment options for your mortgage loan. Sign up at www.taylorbean.com.

- eStatements arrive faster than by mail!
- eStatements are the safe and secure way to view, search, save or print your statements!
- eStatements help save trees!
- eStatements are *free!*

Payment Options:

- **Online Servicing Center:**
Make a one-time payment or enroll for automatic payments (ACH) using our online servicing center. *It's free!* Once you have registered, log on to www.taylorbean.com, under "My Mortgage" select the "Payment Options" tab, there you will find the convenient and user-friendly options available.
- **By Phone:**
Another convenient option is to make your *payment by phone*. Our safe & secure automated system administered by BillMatrix is fast and convenient. To make a **payment by phone**, call us at **1-888-225-2164** and choose the pay by phone option. (Applicable fees apply.)

- **ACH - Recurring Draft Program:**
When you enroll in TB&W's recurring ACH program, you no longer need to worry if you have made your payment on time. Your mortgage payment will automatically draft from the account of your choice. You can choose from a list of available recurring dates in which the payment will draft. Log on to www.taylorbean.com, select the "Payment Options" tab to set up the recurring monthly payments, and let us handle the rest! This is a *free program* and can be cancelled at any time.
- **Western Union Quick Collect:**
Away from home? Need another option of making your monthly payment? Visit one of over 10,000 convenient Western Union locations to make a one-time payment. View a list of locations nationwide at www.taylorbean.com. (Applicable fees apply)
- **Payments by Mail:**
Of course, you can still choose to send your monthly payment by mail. We have listed our mailing address below. Please note, overnight mail or mail requiring signature, can not be sent to our post office box address.

Maslow Insurance

Maslow Insurance Agency, LLC, a subsidiary of TB&W, offers insurance products and services to our borrowers. We are pleased to offer a wide variety of insurance options including, Homeowners, Auto, Flood, Term-Life with Disability, AD&D, Disaster Relief, Identity Theft and Home Warranty programs. For more information about current and future product offers visit our website at www.taylorbean.com and click on the Maslow Insurance Agency icon or call Maslow at 1-866-534-1755.



Contact Information:

For your convenience, we have listed frequently used phone numbers and addresses; you may wish to keep this section for future reference. This information can also be found on our website at www.taylorbean.com. **Always include your loan number when calling or writing to us.**

Check out our Frequently Asked Questions/Answers:
www.taylorbean.com/taylorbeanweb/FAQ.aspx

Customer Relations:
1-888-225-2164

Loss Mitigation Department:
1-800-530-2602

Payments

Taylor, Bean & Whitaker Mortgage Corp.
Attn: Payment Processing
P.O. Box 628204
Orlando, FL 32862-8204
(Mail requiring signature not accepted)

General Correspondence

Taylor, Bean & Whitaker Mortgage Corp.
Attn: Customer Relations
1417 North Magnolia Avenue
Ocala, FL 34475-9078

Your business is extremely important to us and again we would like to welcome you to TB&W. We look forward to servicing all of your home loan needs.

Sincerely,

Natasha L. Jones
Director - Customer Relations
Taylor, Bean & Whitaker Mortgage Corp.

Attention: Ms. McClean

Plus Loan Number: 1000118842

Bank of America

Home Loans

P.O. Box 5170
SIMI VALLEY, CA 93062-5170

Send Correspondence to:
P.O. Box 5170
Simi Valley, CA 93062-5170

Business Address:
450 American Street
Simi Valley, CA 93065-6285

Notice Date: August 23, 2009

Account No.: 22527620

Property Address:
336 Lebanon Circle
Durham, NC 27712

0009203-0060943 721523

Janet Sykes
336 Lebanon Circle
Durham, NC 27712

Welcome!

Effective September 01, 2009, the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from Taylor, Bean & Whitaker to **BAC Home Loans Servicing, LP**, a subsidiary of Bank of America, N.A. ("BAC Home Loans")

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS:

The transfer of the servicing of your mortgage loan does not affect any term or condition of the mortgage instruments, other than directly related to the servicing of your loan. Except in limited circumstances, the law requires that your *present servicer* send you this notice at least 15 days before the effective date of transfer, or at closing. Your *new servicer* must also send you this notice no later than 15 days after this effective date or at closing. However, in this case, all necessary information is combined in this one notice.

YOUR PRESENT SERVICER:

Your *present servicer* is Taylor, Bean & Whitaker. If you have any questions relating to the transfer of servicing from Taylor, Bean & Whitaker, call Customer Service, toll-free, at 1-888-225-2164 between 08:00 AM to 05:00 PM, Eastern Standard Time, Monday through Friday.

YOUR NEW SERVICER CONTACT AND PAYMENT REMITTANCE ADDRESS:

Your *new servicer* will be **BAC Home Loans**. The business address for **BAC Home Loans** is: 450 American Street, Simi Valley, CA 93065-6285. The address to send correspondence is: P.O. Box 5170, Simi Valley, CA 93062-5170. The address to send your first payment is: P.O. Box 10334, Van Nuys, CA 91410-0334. The toll-free telephone number of **BAC Home Loans** is 1-800-437-5760. If you have any questions relating to the transfer of servicing to your new servicer, call **BAC Home Loans** Customer Service, toll-free, at 1-800-437-5760 between 8am to 9pm Eastern Time, Monday through Friday. Your call may be monitored or recorded to ensure quality service.

Please write the **BAC Home Loans** loan number on all checks and correspondence and have your loan number available when you call. Your complete loan file is being transferred to your *new servicer*.

INFORMATION CONCERNING YOUR PAYMENTS AND OPTIONAL INSURANCE:

We are required by law to inform you that the date that Taylor, Bean & Whitaker will stop accepting payments from you is August 05, 2009. The date that your *new servicer*, **BAC Home Loans**, will start accepting payments from you is **August 06, 2009**. Send all payments on or after that date to **BAC Home Loans**. **BAC Home Loans** will send you new billing statements. If you have a payment due before you receive your new billing statement, write your **BAC Home Loans account number (22527620)** on your check and mail it to **BAC Home Loans** at the payment address shown above. Please note that your account information is subject to change to reflect disbursements that are made by, and payments that are due to, your prior lender.

If your previous servicer was automatically drafting/deducting your monthly payment from your bank account, please disregard the coupon attached below because **BAC Home Loans** will continue this service without interruption. You will receive more information from **BAC Home Loans** about this service within a few days. If you wish to discontinue this service, please contact our Customer Service Department.

The transfer of servicing rights may affect the terms of or the continued availability of mortgage life, disability, accidental death insurance or any other type of **optional insurance**. If you currently have any optional insurance, please contact Banc of America Insurance Services (BAIS), at 1-800-641-5298 for information about whether your existing optional insurance coverage can be continued. If your current optional insurance cannot be continued by **BAC Home Loans**, BAIS can offer you alternative coverages. Please note, BAIS is an affiliate of **BAC Home Loans**. BAIS offers an array of high quality, affordable insurance products including homeowners, earthquake, flood, life, disability and fixed annuities products to help protect you and your home.

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

BAC Home Loans is required by law to inform you that this communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose.

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PSGBRD01 8165 3/11/2008

PAYMENT INSTRUCTIONS

- Make your check payable to BAC Home Loans Servicing, LP
- Write your account number on your check or money order
- Don't attach your check to the payment coupon
- Please include coupon with payment
- Don't include correspondence
- Don't send cash

For all full month payments periods, interest is calculated on a monthly basis.

Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

Account Number: 22527620-3
Janet Sykes
336 Lebanon Circle

Payment Due

1437.53

Please update e-mail information on the reverse side of this coupon.

Prior Loan # 1956783
SRCC# 12106

BAC Home Loans
PO Box 10334
Van Nuys CA 91410-0334



Additional Principal

Additional Escrow

Total

022527620300000143753000000000

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