

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

PROOF OF CLAIM

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

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

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

Name of Creditor (the person or other entity to whom the debtor owes money or property): MR & MRS JOSEPH P. MARINI JR

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

Name and address where notices should be sent:

JOSEPH P. MARINI JR - MARY MARINI
220 CROSS ST BRIDGEWATER MASS 02324

Court Claim Number: (If known)

Telephone number:

508-697-8656

Filed on:

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

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

Telephone number:

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

1. Amount of Claim as of Date Case Filed: \$ 2475.80

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.

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

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

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

Specify the priority of the claim.

2. Basis for Claim: ESCROW ON MORTGAGE NOTE PAID OFF (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 9246

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).

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

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

CLAIM FILED

JACKSONVILLE, FLORIDA

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

DEC 31 2009

Value of Property: \$ Annual Interest Rate %

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

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

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).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

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.

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: 12-27-09

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.

FOR COURT USE ONLY

T, B & W Mortgage Corp.



00536

Joseph P. Marini Jr. Mary A. Marini

Penalty for presenting fraudulent claim: Fine of up to \$300,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



August 17, 2009

**Taylor, Bean
& Whitaker**

Mortgage Corp.

1417 North Magnolia Ave

Ocala, Florida 34475

Bus. 888-225-2164

Fax 888-329-9270

Web: www.taylorbean.com

Joseph P Marini & Mary J Marini
220 Cross Street
Bridgewater, MA 02324

Re: Paid in Full - Original Note
Loan Number: 989246
Property Address: 220 Cross Street

Dear Joseph P Marini & Mary J Marini:

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

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

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

Sincerely,

A handwritten signature in cursive script that reads 'Marisol Silva'.

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

enclosure



**Taylor, Bean
& Whitaker**

Mortgage Corp.

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Ocala, Florida 34475

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Fax 888-329-9270

Web: www.taylorbean.com

*Loan
9469746*

Escrow Refund Check

Enclosed please find a check issued in connection with your Taylor, Bean & Whitaker Mortgage Corp. loan. You should have recently received documentation from us notifying you of a forthcoming check from your escrow account and the reason. You may also view the documentation online. Simply log on to your account, select the "See More" option and access the "Statement/Documents" tab.

If you have any questions or if we may be of any other service, please visit us on the web at www.taylorbean.com or contact our Customer Relations Department at 1-888-225-2164, Monday-Friday 9:00am – 8:00pm or Saturday 8:00am – 5:00pm EST.

We appreciate your business,

Customer Relations
Taylor, Bean & Whitaker Mortgage Corp.

Enc. (1)

*Spencer
AD*

*Filed Beant
TO HAVE
Check 11
FUNDS
Released*

011100461
07/04/2009
6330176695

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

RETURN REASON: X
REFER TO IMAGE

02/25/90 08/25/2009 08/25/2009 6056072000 6082209570 121372828

TAYLOR, BEAN & WHITAKER Mortgage Corporation
315 NC 14th Street
Dorset, MA 01922
Payee Disbursement Clearing Account

Platinum Community Bank
NO. 398321

Two Thousand Four Hundred Seventy Five and 00/100

PAID TO THE ORDER OF
JOSEPH P MARINI & MARY J MARINI
220 CROSS STREET
BRIDGEWATER MA 02324

AMOUNT \$2,475.80

DATE PAID 08-26-09

320085613 08-26-09 101 5266 995 101 60-92-99

4:07 1974453: #0000904015# #0000247580#

TAYLOR, BEAN & WHITAKER Mortgage Corporation 352-369-6200 888-225-2164

398321

Payee Disbursement Voucher

Loan #	Pol/Tax #	Loan Name	Date Paid	Amount	Check Number
989246		Joseph P Marini	08/13/09	-2,475.80	398321

Payee Disbursement Total: -2,475.80

ACCT. NO. 110026227 BRIDGEWATER SAVINGS 914709

DRAFT/CHECK NUMBER OR DATE	PAYEE/PAYOR	AMOUNT OF DRAFT/CHECK
398321	Taylor, Bean & Whitaker	2475.80
		AMOUNT OF SERVICE FEE
		—
		TOTAL CHARGE
		2475.80

We have CHARGED your account for the reason(s) indicated below.
 We regret the necessity of returning this check/draft which has been returned to us by the bank on which drawn for the reason(s) indicated below.

Please see that this amount is deducted from your account so that our records may agree.

RETURNED PAYMENT STOPPED STALE DATE ACCT. CLOSED
 UNPAID FOR: DATED AHEAD INSUFFICIENT FUNDS UNCOLLECTED FUNDS
 OTHER X2
 CHECK REDEPOSITED CHECK ENCLOSED

C
H
A
R
G
E

They cashed all checks sent by Factor for Joseph & Mary

888-225-2164

Marini

we.

9336585547
*071000031011 06/26/2009
6536621687

071000000000 06/26/2009
*031100000000 06/26/2009
*011100000000 06/26/2009
6536621687

Routing Slip

Walter J. Sullivan
General Manager

DO NOT WRITE IN THESE SPACES

5217191048

01-09 101 4807 04

15728282 Bridgewater

09-26-09 101 5266 01

21372628 06/26/2009
600210957

① Company Information
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Country: _____
Phone: _____
Fax: _____
E-mail: _____
Website: _____

② Billing Information
Invoice Number: _____
Invoice Date: _____
Invoice Period: _____
Billing Cycle: _____

③ Payment Information
Payment Method: _____
Payment Due Date: _____
Payment Amount: _____

④ Other Information
Comments: _____

Do not endorse or write below this line

W JUL 21 2009
Paid In Full

Pool: CERTIFIED
Coll ID: 989246
Name: MARINI
Alt ID: 299255670
MERS: 100029500009892468

NOTE

989246

DECEMBER 7TH, 2005
[Date]

NORWOOD
[City]

MA
[State]

220 CROSS STREET, BRIDGEWATER, MA 02324
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 175,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is POLI MORTGAGE GROUP, INC.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on FEBRUARY 1ST, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JANUARY 1ST, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 1400 BOSTON PROVIDENCE TPKE., NORWOOD, MA 02062 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,077.51

4. BORROWER'S RIGHT TO PREPAY

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

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **FIFTEEN** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **3.00** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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

Joseph P. Marini (Seal)
JOSEPH P. MARINI, -Borrower

Mary J. Marini (Seal)
MARY J. MARINI -Borrower

James J. Heggie (Seal)
Witness only James J. Heggie -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Without recourse, pay to the order of
Taylor, Bean & Whitaker Mortgage Corp.

By: Erla Carter-Shaw
Erla Carter-Shaw

Attorney-In-Fact

Without recourse, pay to the order of

By: Taylor, Bean & Whitaker
Mortgage Corp.

Erla Carter-Shaw
Erla Carter-Shaw, E.V.P.

[Sign Original Only]