


| | | |
|--|--|--|
| 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): MARSHA K. HARRINGTON-EVANS | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. |
| Name and address where notices should be sent: MARSHA K. HARRINGTON-EVANS 407 TIGHFIELD DRIVE, MEBANE, NC, 27302 | | Court Claim Number: _____ (If known) |
| Telephone number: (919) 491-9616 | | Filed on: _____ |
| Name and address where payment should be sent (if different from above): Same as above. | | <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. |
| Telephone number: | | <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. |
| 1. Amount of Claim as of Date Case Filed: <u>\$ 1,027.07</u> | | 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. |
| 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. | | |
| 2. Basis for Claim: <u>Escrow Refund</u> (See instruction #2 on reverse side.) | | <input type="checkbox"/> 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: <u>7805</u> | | <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). |
| 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) | | <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). |
| 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>165,000.00</u> 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: \$ <u>1,027.07</u> Amount Unsecured: \$ <u>0</u> | | <input checked="" 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). |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. | | <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). |
| 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: | | <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: <u>\$ 1,027.07</u> |
| Date: <u>12/31/2009</u> | 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. <i>Marsha K. Harrington-Evans</i> | FOR COURT USE ONLY T, B & W Mortgage Corp.  00648 |

Taylor Bean & Whitaker Mortgage Corp
 1417 N. Magnolia Avenue
 Ocala, FL 34475-9078
 (888)225-2164

MARSHA HARRINGTON-EVANS
 407 TIGHTFIELD DRIVE
 MEBANE NC 27302

| Starting Balances | |
|---|------------|
| Deferred Principal Balance: | .00 |
| Principal: | 151,684.28 |
| Tax & Insurance: | 1,104.46 |
| Unapplied: | .00 |
| Current Balances | |
| Principal: | .00 |
| Tax & Insurance: | 1,027.67 |
| Unapplied: | .00 |
| Subsidy: | .00 |
| Late Charge: | .00 |
| Returned Check Charge: | .00 |
| Miscellaneous Fees: | .00 |
| Loss Draft: | .00 |
| Property Address | |
| 407 Tightfield Drive Mebane NC 27302 | |

Page 1 Loan Activity Report January 5, 2010

| Loan # 2654644 | | | | | | | | | | | |
|----------------|---------------------|-------------|---------------|------------------------|----------|----------|-------------------------|----------------|------------------|----------------------|----------------------------|
| Tran Code | Due Date /Date Paid | Amount Paid | Interest Paid | Principal/ Curtailment | T&I Paid | Misc Ins | Late Chrg/ Ret Chk Chrg | Subsidy Amount | Unapplied Amount | Misc Fee /Loss Draft | Principal Bal /Tax&Ins Bal |
| REG | 01/01/09 | 1,178.47 | 869.02 | 133.49 | 175.96 | .00 | .00 | .00 | .00 | .00 | 151,550.79 |
| | 01/02/09 | | | .00 | | | .00 | | | .00 | 1,280.42 |
| CUR | 02/01/09 | 100.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 151,450.79 |
| | 01/02/09 | | | 100.00 | | | .00 | | | .00 | 1,280.42 |
| DIS | 02/01/09 | -62.35 | .00 | .00 | -62.35 | .00 | .00 | .00 | .00 | .00 | 151,450.79 |
| | 01/07/09 | | | .00 | | | .00 | | | .00 | 1,218.07 |
| REG | 02/01/09 | 1,178.47 | 867.69 | 134.82 | 175.96 | .00 | .00 | .00 | .00 | .00 | 151,315.97 |
| | 02/02/09 | | | .00 | | | .00 | | | .00 | 1,394.03 |
| CUR | 03/01/09 | 100.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/02/09 | | | 100.00 | | | .00 | | | .00 | 1,394.03 |
| DIS | 03/01/09 | -670.04 | .00 | .00 | -670.04 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/02/09 | | | .00 | | | .00 | | | .00 | 723.99 |
| DIS | 03/01/09 | -18.43 | .00 | .00 | -18.43 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/02/09 | | | .00 | | | .00 | | | .00 | 705.56 |
| ADJ | 03/01/09 | 18.43 | .00 | .00 | 18.43 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/03/09 | | | .00 | | | .00 | | | .00 | 723.99 |
| DIS | 03/01/09 | -62.35 | .00 | .00 | -62.35 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/05/09 | | | .00 | | | .00 | | | .00 | 661.64 |
| DIS | 03/01/09 | -777.25 | .00 | .00 | -777.25 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/10/09 | | | .00 | | | .00 | | | .00 | -115.61 |
| DIS | 03/01/09 | -21.38 | .00 | .00 | -21.38 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/10/09 | | | .00 | | | .00 | | | .00 | -136.99 |
| ADJ | 03/01/09 | 21.38 | .00 | .00 | 21.38 | .00 | .00 | .00 | .00 | .00 | 151,215.97 |
| | 02/11/09 | | | .00 | | | .00 | | | .00 | -115.61 |
| REG | 03/01/09 | 1,178.47 | 866.34 | 136.17 | 175.96 | .00 | .00 | .00 | .00 | .00 | 151,079.80 |
| | 03/02/09 | | | .00 | | | .00 | | | .00 | 60.35 |
| CUR | 04/01/09 | 100.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150,979.80 |
| | 03/02/09 | | | 100.00 | | | .00 | | | .00 | 60.35 |

Loan Activity Report

January 5, 2010

Loan # 2654644

| Tran Code | Due Date /Date Paid | Amount Paid | Interest Paid | Principal/ Curtailment | T&I Paid | Misc Ins | Late Chrg/ Ret Chk Chrg | Subsidy Amount | Unapplied Amount | Misc Fee /Loss Draft | Principal Bal /Tax&Ins Bal |
|----------------|---------------------|-------------------|-----------------|------------------------|---------------|-------------|-------------------------|----------------|------------------|----------------------|----------------------------|
| DIS | 04/01/09 | -62.35 | .00 | .00 | -62.35 | .00 | .00 | .00 | .00 | .00 | 150,979.80 |
| | 03/09/09 | | | .00 | | | .00 | | | .00 | -2.00 |
| REG | 04/01/09 | 1,306.69 | 864.99 | 137.52 | 304.18 | .00 | .00 | .00 | .00 | .00 | 150,842.28 |
| | 04/01/09 | | | .00 | | | .00 | | | .00 | 302.18 |
| CUR | 05/01/09 | 100.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150,742.28 |
| | 04/01/09 | | | 100.00 | | | .00 | | | .00 | 302.18 |
| DIS | 05/01/09 | -62.35 | .00 | .00 | -62.35 | .00 | .00 | .00 | .00 | .00 | 150,742.28 |
| | 04/07/09 | | | .00 | | | .00 | | | .00 | 239.83 |
| REG | 05/01/09 | 1,306.69 | 863.63 | 138.88 | 304.18 | .00 | .00 | .00 | .00 | .00 | 150,603.40 |
| | 05/01/09 | | | .00 | | | .00 | | | .00 | 544.01 |
| CUR | 06/01/09 | 100.00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | 150,503.40 |
| | 05/01/09 | | | 100.00 | | | .00 | | | .00 | 544.01 |
| DIS | 06/01/09 | -62.35 | .00 | .00 | -62.35 | .00 | .00 | .00 | .00 | .00 | 150,503.40 |
| | 05/08/09 | | | .00 | | | .00 | | | .00 | 481.66 |
| REG | 06/01/09 | 1,306.69 | 862.26 | 140.25 | 304.18 | .00 | .00 | .00 | .00 | .00 | 150,363.15 |
| | 06/01/09 | | | .00 | | | .00 | | | .00 | 785.84 |
| DIS | 07/01/09 | -62.35 | .00 | .00 | -62.35 | .00 | .00 | .00 | .00 | .00 | 150,363.15 |
| | 06/08/09 | | | .00 | | | .00 | | | .00 | 723.49 |
| REG | 07/01/09 | 1,306.69 | 861.46 | 141.05 | 304.18 | .00 | .00 | .00 | .00 | .00 | 150,222.10 |
| | 06/30/09 | | | .00 | | | .00 | | | .00 | 1,027.67 |
| DIS | 08/01/09 | -62.35 | .00 | .00 | -62.35 | .00 | .00 | .00 | .00 | .00 | 150,222.10 |
| | 07/07/09 | | | .00 | | | .00 | | | .00 | 965.32 |
| PIF | 08/01/09 | 151,145.10 | 860.65 | 150,222.10 | 62.35 | .00 | .00 | .00 | .00 | .00 | .00 |
| | 07/30/09 | | | .00 | | | .00 | | | .00 | 1,027.67 |
| Totals: | | <u>158,523.53</u> | <u>6,916.04</u> | <u>151,184.28</u> | <u>-76.79</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | |
| | | | | <u>500.00</u> | | | <u>0.00</u> | | | <u>0.00</u> | |

NOTE

JUL 30 2009

Paid In Full

FHA CASE NO.
381-8558102-703

July 21, 2008
[Date]

407 Tightfield Drive
Mebane, NC 27302
[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 Fifty Two Thousand Six Hundred Five and no/100 Dollars (U.S. \$152,605.00), 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 Six and Seven Eighths

percent (6.8750%) 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, 2008. Any principal and interest remaining on the first day of August 2038, 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. \$1,002.51. 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

ITEM 6432L1 (0809)



0232052654644

6/96

GreatDocs™
(Page 1 of 3)

T6432_20080407.100001

(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.



Marsha Harrington-Evans (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

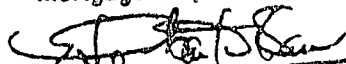
(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Without recourse, pay to the order of

By: Taylor, Bean & Whitaker
Mortgage Corp.



Eria Carter-Shaw, E.V.P.