

3180.23

PROOF OF CLAIM

<b>United States Bankruptcy Court</b> Middle District of Florida (Jacksonville)	<b>PROOF OF CLAIM</b>
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In re (Name of Debtor) Taylor, Bean & Whitaker Mortgage Corporation	Case Number 3:09-bk-07047-JAF
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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) Emerald Park Condominium Association of Phoenix	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy or statement giving particulars. <input type="checkbox"/> Check box if you never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.
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Name and Address Where Notices Should Be Sent Chad P. Miesen Carpenter, Hazlewood, Delgado & Wood, PLC 1400 E. Southern Ave., Suite 400 Tempe, AZ 85282 chad@carpenterhazlewood.com  Telephone No. (480) 991-6949	<b>CLAIM FILED</b> JACKSONVILLE, FLORIDA <b>FEB 18 2010</b> CLERK, U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA
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**FILED**  
JACKSONVILLE, FLORIDA  
**FEB 1 2010**

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

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: EMERALDPK.0010	<input type="checkbox"/> Check here if this claim <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends
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<b>1. BASIS FOR CLAIM</b> <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) Homeowner Association assessments and related charges subject to lien under recorded CC&Rs.	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wage, salaries, and commissions (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
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<b>2. DATE DEBT WAS INCURRED</b> February 28, 2009 to date of filing	<b>3. IF COURT JUDGMENT, DATE OBTAINED:</b>
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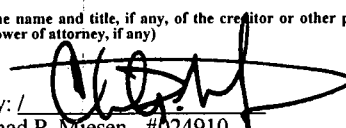
**4. CLASSIFICATION OF CLAIM.** Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

<input checked="" type="checkbox"/> <b>SECURED CLAIM: \$3180.23 plus interest at 18 %</b> Attach evidence of perfection of security interest Brief description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) <b>Pages of CC&amp;Rs attached re: assessments, interest and legal fees.</b> Amount of arrearage and other charges included in secured claim above, if any <u>\$3180.23</u>	<input type="checkbox"/> <b>UNSECURED PRIORITY CLAIM</b> \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$2,000, earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier) - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contribution to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900.00 of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - 11 U.S.C. §§ 507(a)(2), (a)(5) - (Describe briefly)
<input type="checkbox"/> <b>UNSECURED NONPRIORITY CLAIM</b> \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	

<b>5. TOTAL AMOUNT OF CLAIM AT THE TIME CASE FILED:</b> (Unsecured) <u>\$3180.23</u> (Secured) <u>\$3180.23</u> (Priority) <u>\$3180.23</u> (Total) <b>INTEREST ACCRUES ON ARREARAGES PER CC&amp;Rs AT 18% PER ANNUM.</b>	
<input type="checkbox"/> Check the box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.	

<b>6. CREDITS AND SETOFFS:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.
<b>7. SUPPORTING DOCUMENTS:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are voluminous, attach a summary. <b>ACCOUNT STATEMENT AND COPIES OF PORTIONS OF CC&amp;Rs ATTACHED.</b>
<b>8. TIME-STAMPED COPY:</b> To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: <u>1/13/10</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)  By: / Chad P. Miesen - #024910 Attorney for Emerald Park Condominium Association of Phoenix
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T, B & W Mortgage Corp.  
  
00948

Copy of the foregoing mailed this  
28<sup>th</sup> day of January 2010, to:

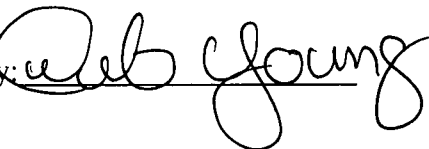
U.S. Bankruptcy Court  
Middle District of Florida  
300 N. Hogan Street  
Jacksonville, Florida 32202

Taylor, Bean & Whitaker Mortgage Corporation  
315 N.E. 14th St.  
Ocala, FL 34470  
Debtor(s)

Amy Denton Harris  
Stichter, Riedel, Blain & Prosser, P.A.  
110 E. Madison Street, Suite 200  
Tampa, FL 33602-4700  
Attorney for Debtor(s)

United States Trustee-JAX  
135 W. Central Blvd., Suite 620  
Orlando, FL 32801  
Trustee

City Property Management Company  
4645 East Cotton Gin Loop  
Phoenix, AZ 85040-8885  
Management Company

By: 

1245855670468-3-1-1--  
fraustoj

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AFTER RECORDING MAIL TO:**

Taylor, Bean & Whitaker Mortgage  
Corp.  
1417 North Magnolia Avenue  
Ocala, Florida 34475

**MAIL TAX STATEMENTS TO:**

Taylor, Bean & Whitaker Mortgage  
Corp.  
1417 North Magnolia Avenue  
Ocala, Florida 34475

**RECORDING REQUESTED BY:**

Federal Home Loan Mortgage  
Corporation  
5000 Plano Parkway,  
Carrollton, Texas 75010

**QUITCLAIM DEED**

TITLE OF DOCUMENT

FOR A GOOD AND VALUABLE CONSIDERATION, I or we,

**Federal Home Loan Mortgage Corporation**, a corporation, GRANTOR,

WHOSE mailing address is 5000 Plano Parkway, Carrollton, Texas 75010,

DO HEREBY QUITCLAIM TO:

**Taylor, Bean & Whitaker Mortgage Corp.**, GRANTEE,

WHOSE mailing address is 1417 North Magnolia Avenue, Ocala, Florida 34475,

ALL RIGHT, title or interest to the real property located in the County of **Maricopa**, State of **Arizona**,  
described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Site Address: **3402 North 32nd Street, Unit 162**  
**Phoenix, Arizona 85018**

Exempt: Per A.R.S. § 11-1134 A-7  
Assessor's Parcel Number: **11908309 6**

Prior Recorded Doc. Ref.: **Deed**: Recorded: 7/16/08; Book \_\_\_\_\_, Page \_\_\_\_\_,  
Doc. No. 20080601312

SUBJECT TO Restrictions, Conditions, Covenants, Rights, Rights of Way, and easements now of record, if  
any.

WITNESS my/our hand(s), this 16th day of April, 2009.

**Federal Home Loan Mortgage Corporation**

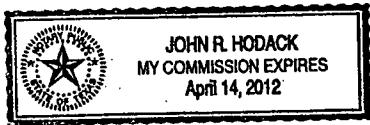
By: [Signature]  
Printed Name & Title: Brenda Green  
Assistant Treasurer

STATE OF Texas  
COUNTY OF Denton ss



The foregoing instrument was acknowledged before me this 16th day of April, 2009,  
by Brenda Green (name of officer or agent), as assistant treasurer  
(title of officer or agent) of **Federal Home Loan Mortgage Corporation**, a United States  
of America (state or place of incorporation) corporation, on behalf of the corporation.

**NOTARY STAMP/SEAL**



[Signature]  
Notary Public  
My Commission Expires: 4-14-12

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Unit 33, EMERALD PARK CONDOMINIUM, according to Declaration of Condominium recorded in Document No. 2004-0236360 and First Amendment recorded in Document No. 2004-0836925, and Confirmatory Declaration of Annexation recorded in Document No. 2005-0147194, and Plat recorded in Book 674 of Maps, Page 19, records of Maricopa County, Arizona;

TOGETHER WITH an undivided interest in and to the Common Elements as set forth in said Declaration and on said plat.

NMCA000558



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2004-0236360 03/08/04 15:11  
4 OF 4

SOTR

When recorded, return to:

Law Offices of Phyllis H. Parise, P.C.  
5125 N. 16<sup>th</sup> St., Ste. B223  
Phoenix, Arizona 85016

***DECLARATION OF CONDOMINIUM  
AND OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EMERALD PARK CONDOMINIUM***

***MARICOPA COUNTY, ARIZONA***

(F) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liability.

(G) The Common Expense Assessment for any Unit in the Condominium on which construction has not been "*substantially completed*" shall be an amount equal to twenty-five percent (25%) of the Common Expense Assessment for Units which have been substantially completed. So long as any Unit owned by Declarant qualifies for the reduced Common Expense Assessment provided for in this subsection (G), and, only if Declarant elects to pay such reduced Assessment, Declarant shall be obligated to pay to the Association any deficiencies in the monies resulting from Declarant having paid a reduced Common Expense Assessment and necessary for the Association to be able to timely pay all Common Expenses. Without limiting the foregoing, "substantial completion" of a Unit shall mean a Unit that is ready for immediate occupancy by a Resident and contains all ordinary, customary and necessary kitchen, bathroom and flooring fixtures for that purpose and a certificate of occupancy has been issued for such Unit.

(H) All Assessments and Collection Costs levied against a Unit shall be the personal obligation of the Unit Owner of the Unit at the time the Assessments and Collection Costs became due. The personal obligation of a Unit Owner for Assessments, Collection Costs, and other fees and charges levied against his Unit shall not pass to the Unit Owner's successors in title unless expressly assumed by them.

Unofficial Document

**7.2 *Special Assessment.*** In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a special assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose (a "*Special Assessment*"). Any Special Assessment (other than a Special Assessment levied pursuant to Section 8.5 of this Declaration) shall have first been approved by Unit Owners representing two-thirds (2/3) of the votes in the Association and who are voting in person or by proxy at a meeting duly called for such purpose and approved by Declarant, while Declarant owns any Units. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners.

**7.3 *Notice and Quorum for Any Action Under Section 7.1 or 7.2.*** Written notice of any meeting called for the purpose of obtaining the consent of the Members for any action for which the consent of Members is required under Sections 7.1 or 7.2 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at

the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

**7.4 Enforcement Assessment.** The Association may assess against a Unit Owner as an Enforcement Assessment any of the following expenses: (i) any Collection Costs, including attorneys' fees, incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Unit Owner (whether or not suit is filed); (ii) any costs, including attorneys' fees incurred by the Association, with respect to any violation of the Condominium Documents by the Unit Owner, his Lessee or any other Resident of his Unit and their respective Invitees and/or in enforcing the provisions of the Condominium Documents (whether or not suit is filed); (iii) any monetary penalties and late charges levied against the Unit Owner in accordance with this Declaration and the Rules; or (iv) any amounts which become due and payable to the Association by the Unit Owner or his Lessee or any other Resident of his Unit and their respective Invitees pursuant to the Condominium Documents, including without limitation, delinquent interest. For purposes of this Section 7.4, the Association shall be deemed to automatically have assessed late charges and delinquent interest accruing against a specific Unit for non-payment of Assessments as provided for in this Declaration and/or adopted by Association Rule as an Enforcement Assessment without the requirement of a formal Board hearing or resolution of assessment against the applicable Unit or Unit Owner.

**7.5 Effect of Nonpayment of Assessments; Association Remedies.**

**(A)** Any Assessment, or <sup>an</sup>~~an~~ installment of an Assessment, which is not paid within fifteen (15) days after the Assessment first became due shall be deemed delinquent as of the original due date for the missed Assessment and shall bear interest from the date such payment was due at the rate of eighteen percent (18%) per annum. In addition, the Board of Directors may establish a reasonable late charge as part of the Rules to be charged to a Unit Owner and assessed against his Unit as part of the Assessment Lien for each installment of an Assessment that is deemed delinquent.

**(B)** All Assessments and Collection Costs shall be secured by the Assessment Lien as provided for in the Condominium Act. The Assessment Lien shall have priority over all liens or claims except for: (i) tax liens for real property taxes; (ii) assessments in favor of any municipal or other governmental body; and (iii) the lien of any First Mortgage. The Recording of this Declaration constitutes record notice and perfection of the Assessment Lien and no further recordation of any claim of lien shall be required. Although not required to perfect the Assessment Lien, the Association shall have the right, but not the obligation, to record a notice setting forth the amount of any delinquent Assessments and Collection Costs imposed or levied against the Unit or the Unit Owner which are secured by the Assessment Lien. The Association shall not be obligated to release the Assessment Lien until all delinquent Assessments and Collection Costs payable to the Association by the Unit Owner of the Unit have been paid in full.

**(C)** The Association shall have the right, at its option, to enforce collection of any delinquent Assessments and Collection Costs, in any manner allowed by law, including, but not limited to: (i) bringing an action at law against the Unit Owner personally obligated to pay the



delinquent amounts which came due at the time he was the Owner thereof and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts, provided, however, that the personal obligation to pay delinquent Assessments which came due prior to the transfer of ownership shall not pass to successors in title; (ii) bringing an action to foreclose its Assessment Lien against the Unit in the manner provided by law for the foreclosure of a realty mortgage; and (iii) suspending voting and Common Element use rights as provided in this Declaration and/or in the Bylaws. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale.

**7.6 Subordination of Assessment Lien to Mortgages.** The Assessment Lien shall be subordinate to the lien of any First Mortgage. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments and Collection Costs against the Unit which became payable prior to such sale or transfer. Any Assessments or Collection Costs which accrue against a Unit prior to the sale or transfer of such Unit shall remain the obligation of the defaulting Unit Owner.

**7.7 Exemption of Unit Owner.** No Unit Owner may exempt himself from liability for payment of Assessments or Collection Costs by waiver and nonuse of any of the Common Elements and facilities or by the abandonment of his Unit.

Unofficial Document

**7.8 Certificate of Payment.** The Association, on written request, shall furnish to a lienholder, Unit Owner or Person designated by a Unit Owner, a recordable statement setting forth the amount of unpaid Assessments and Collection Costs against his Unit. The statement shall be furnished within fifteen days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement. In addition, the Association shall furnish such statements as may be required under A.R.S. §33-1260 of the Condominium Act within the time frames set forth therein for compliance.

**7.9 No Offsets.** All Assessments and Collection Costs, and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, Collection Costs and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

**7.10 Working Capital Fund.** Upon the closing of the sale of each Unit by Declarant, the Purchaser from Declarant shall pay to the Association an amount equal to one-sixth (1/6) of the Common Expense Assessment for the Unit to establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services by or for the Association. Amounts paid to the Association pursuant to this Section 7.10 shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration. During the Period of Declarant Control, such funds

**Account Ledger for Emerald Park Condominium Association of Phoenix Account 162**  
**CPMC Case ID: 3611**

Owner: Taylor Bean Whitaker Mortgage      Legal Lot #: 33      Property Address: 3402 N. 32nd Street #162  
 Phoenix, AZ 85018

Date	Transaction Type	Payment Amount	Applied Amount	Check Number/Transaction Des	Code	Code Description	Balance
02/28/2009	Initial Balance		1,153.23	INIT LIAB BAL	A1	ASSESSMENT	1,153.23
02/28/2009	Initial Balance		60.00	INIT LIAB BAL	01	Late Fees	1,213.23
02/28/2009	Initial Balance		250.00	INIT LIAB BAL	08	Special Assmts	1,463.23
03/01/2009	Apply Charge		187.00	APPLY CHARGES	A1	ASSESSMENT	1,650.23
04/01/2009	Apply Charge		187.00	APPLY CHARGES	A1	ASSESSMENT	1,837.23
04/15/2009	Adjustment		100.00	EXPENSE ADJ	03	Collection Fees	1,937.23
04/17/2009	Apply Charge		15.00	APPLY LATE FEE	01	Late Fees	1,952.23
04/20/2009	Note			Lien Claim and Owner Letter Drafted - Lien claim and owner letter drafted for balance of \$1,952.23.			
05/01/2009	Apply Charge		187.00	APPLY CHARGES	A1	ASSESSMENT	2,139.23
05/20/2009	Apply Charge		15.00	APPLY LATE FEE	01	Late Fees	2,154.23
06/01/2009	Apply Charge		187.00	APPLY CHARGES	A1	ASSESSMENT	2,341.23
06/10/2009	Note			Collections Letter Drafted: Final Notice - Collections letter drafted for balance of \$2,341.23.			
06/17/2009	Apply Charge		15.00	APPLY LATE FEE	01	Late Fees	2,356.23
07/01/2009	Apply Charge		187.00	APPLY CHARGES	A1	ASSESSMENT	2,543.23
07/17/2009	Apply Charge		15.00	APPLY LATE FEE	01	Late Fees	2,558.23
08/01/2009	Apply Charge		187.00	APPLY CHARGES	A1	ASSESSMENT	2,745.23
08/05/2009	Adjustment		35.00	EXPENSE ADJ	03	Collection Fees	2,780.23
08/05/2009	Note			Collections Letter Drafted: Pre-Court Notice w/Small Claims Form - Collections letter drafted for balance of \$2,780.23.			
08/18/2009	Apply Charge		15.00	APPLY LATE FEE	01	Late Fees	2,795.23
09/01/2009	Apply C						
09/18/2009	Apply C						
09/18/2009	Adjustm						
09/18/2009	Note						
10/01/2009	Apply C						
10/20/2009	Apply C						
11/01/2009	Apply C						
11/11/2009	Adjustm						
11/11/2009	Note						
11/18/2009	Apply C						
11/19/2009	Note						

Addendum to Ledger

Ledger balance

Proof of Claim

Total Claim

2,795.23

385.00

3,180.23