

2818.86

PROOF OF CLAIM

<b>United States Bankruptcy Court Middle District of Florida (Jacksonville)</b>	<b>PROOF OF CLAIM</b>
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<b>In re (Name of Debtor)</b> Taylor, Bean & Whitaker Mortgage Corp.	<b>Case Number</b> 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.

<b>Name of Creditor</b> (The person or other entity to whom the debtor owes money or property) Seville Homeowners Association	<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.
<b>Name and Address Where Notices Should Be Sent</b> 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	<div style="text-align: center;"> <p><b>FILED</b></p> <p>JACKSONVILLE</p> <p><b>FEB 12 2010</b></p> <p>CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA</p> </div>

<b>ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES CLAIM</b> SEVILLEHOA.0251	<input type="checkbox"/> Check here if this claim 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.	<div style="text-align: center;"> <p><b>CLAIM FILED</b></p> <p>JACKSONVILLE, FLORIDA</p> <p><b>FEB 18 2010</b></p> <p>CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA</p> </div>	<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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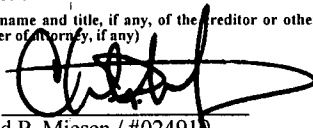
<b>2. DATE DEBT WAS INCURRED</b> May 1, 2008 to date of filing	<b>3. IF COURT JUDGMENT, DATE OBTAINED:</b>
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4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) 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: \$2818.86 plus interest at 10 %</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>\$2818.86</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>\$2818.86</u> (Secured) _____ (Priority) _____ <b>INTEREST ACCRUES ON ARREARAGES PER CC&amp;Rs AT 10% 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>\$2818.86</b> (Total)
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<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 not available, explain. 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
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<b>Date:</b> 2/3/10	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 Seville Homeowners Association
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T, B & W Mortgage Corp.  
  
 00955

Copy of the foregoing mailed this  
9th day of February 2010, to:

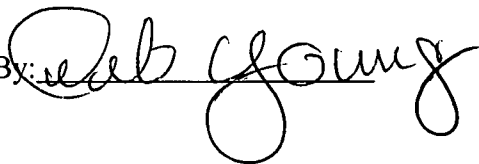
U.S. Bankruptcy Court  
Middle District of Florida  
300 N. Hogan Street  
Jacksonville, Florida 32202

Taylor, Bean & Whitaker Mortgage Corp.  
315 N. E. 14th Street  
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

AAM, LLC  
7740 North 16th Street, Ste 300  
Phoenix, AZ 85020  
Management Company

By:  Rob Young

[RECORDING REQUESTED BY:]

**Fidelity National Title Insurance Company  
on Behalf of Trustee Corps**

G801840A-2-1-1--  
Wadel

[WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:]

**TAYLOR BEAN AND WHITAKER MORTGAGE  
CORP.**  
1417 N. Magnolia Avenue  
Ocala, FL 34475

[Space above this line for recorder's use only]

NO AFFIDAVIT  
REQUIRED  
ARS 11-1134  
(A)(3)

Trustee Sale#: AZ0815980 Loan#: 1203700 Order #: G801840

**TRUSTEE'S DEED UPON SALE**

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was: **\$238,786.20**
- 3) The amount paid by the grantee at the trustee sale was: **\$210,000.00**
- 4) The documentary transfer tax is: **\$ 0.00**
- 5) Said property is in the city of: **GILBERT**
- 6) A.P.N. # **313-07-169 4**

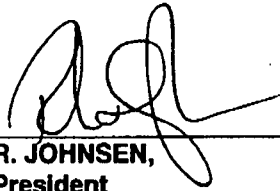
and **MTC FINANCIAL, INC. dba TRUSTEE CORPS**, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to **U.S. BANK, NATIONAL ASSOCIATION as Trustee for TBW 2006-4**, herein called "Grantee", the real property in the County of **Maricopa**, State of **Arizona**, described as follows:

**LOT 64, SEVILLE PARCEL 27, ACCORDING TO BOOK 629, OF MAPS, PAGE 8,  
RECORDS OF MARICOPA COUNTY, ARIZONA.**

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated 06/05/2006 and made by ANGELYCE DIETRICH, AS A SINGLE WOMAN as Trustor(s), to GRAND CANYON TITLE AGENCY, INC. as Trustee, and MTC Financial, Inc. dba Trustee Corps is Successor Trustee, in which said Deed of Trust TAYLOR, BEAN & WHITAKER MORTGAGE CORP. is Beneficiary, said Deed of Trust being Recorded on 06/19/2006 as Document No. 20060819890 in the office of the County Recorder of Maricopa County, Arizona, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

Trustee Sale#: AZ0815980 Loan#: 1203700 Order #: G801840

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on 04/15/2008 at the place specified in said Notice, to Grantee who was the highest bidder therefor, for \$210,000.00 cash, in lawful money of the United States, which has been paid.

Dated: 04/15/2008**MTC FINANCIAL, INC., dba TRUSTEE CORPS**


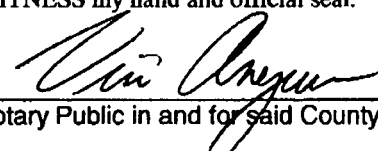
\_\_\_\_\_  
**R. JOHNSEN,**  
**President**

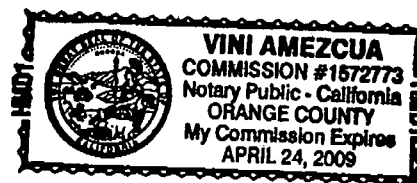
State of CALIFORNIACounty of ORANGE

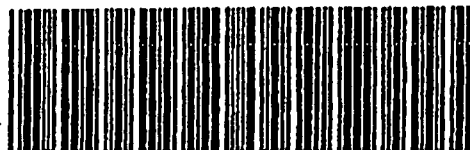
On 04/15/2008 before me, Vini Amezcua, personally appeared R. JOHNSEN who proved to me on the basis of satisfactory evidence to be the ~~person(s)~~ whose ~~name(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized ~~capacity~~(ies), and that by ~~his~~/her/their ~~signature~~(s) on the instrument the ~~person(s)~~, or the entity upon behalf of which the ~~person(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
 \_\_\_\_\_  
 Notary Public in and for said County and State





OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

2001-0832071 09/10/2001 02:58

025 1 OF 1

When recorded return to:

~~Shea Homes  
8800 North Gainey Drive, Suite 350  
Scottsdale, Arizona 85258~~

Attn: Ms. Ruth Truman

*Builder Services FATEO  
Attn: Angela D. Wellman*

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
SEVILLE**

7

subject the Owner to the same potential penalties and enforcement as failure to pay any assessments under Article IV.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 4.1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot or Parcel owned by it, hereby covenants, and each Owner of a Lot or Parcel, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot or Parcel, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, and any applicable neighborhood assessments. The annual, special, and neighborhood assessments, together, with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Parcel against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot or Parcel at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

**Section 4.2. Purpose of the Assessments.** The Assessments levied by the Association shall be used exclusively for (i) the upkeep, maintenance and improvement of the Common Area, (ii) maintenance, repair, replacement, and operation of rights-of-way and easements within or immediately adjacent to the Project (e.g. landscaping and sidewalks within the right-of-way of adjoining streets) to the extent that such actions are required by government entities or deemed appropriate by the Association's Board of Directors, (iii) promoting the recreation, health, safety and welfare of the Owners and residents of Lots and Parcels within the Property, and (iv) the performance and exercise by the Association of its rights, duties and obligations under the Project Documents. Without limitation of the foregoing, the Association may expend Assessments for acquisition, preparation, maintenance and operation of an internet website or other methods for communications with Members and third parties. Notwithstanding the foregoing, neighborhood assessments shall be used only for the benefit of the neighborhood paying such assessments, shall not be used for any purpose that is covered by annual assessments or special assessments in other areas of the Property, and shall be accounted for separately from annual and special assessments.

**Section 4.3. Annual Assessment.**

(A) For each fiscal year of the Association, the Board shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board believes to be required to pay all Common Expenses including, but not limited to (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area and those parts of the Lots or Parcels, if any, which the Association has the responsibility of maintaining, repairing or replacing under the Project Documents, (ii) the cost of wages, materials, insurance premiums, services, supplies and maintenance or repair of the Common Area and for the general operation and administration of the Association, (iii) the amount

adjusted according to the number of months remaining in the fiscal year of the Association. The Board may require that the annual assessment be paid in installments and in such event the Board shall establish the due dates for each installment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Association's designated agent setting forth whether the Assessments on a specified Lot or Parcel have been paid.

**Section 4.7. Effect of Non-payment of Assessments; Remedies of the Association.**

(A) Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due shall have added to such Assessment or installment, the greater of (i) interest from the due date at the rate of ten percent (10%) per annum, or (ii) a late charge of fifteen dollars (\$15.00). Any amounts paid by a Member shall be applied first to unpaid principal and then to late charges or interest. Any Assessment, or any installment of an Assessment, which is delinquent shall become a continuing lien on the Lot against which such Assessment was made. The Assessment Lien may be placed of record by the recordation of a "Notice of Claim of Lien" which shall set forth (i) the name of the delinquent Owner as shown on the records of the Association, (ii) the legal description and/or street address of the Lot against which the claim of lien is made, (iii) the amount claimed as of the date of the recording of the notice including late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees, and (iv) the name and address of the Association.

(B) The Assessment Lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for (i) tax liens for real Property taxes on the Lot or Parcel, (ii) assessments on any Lot or Parcel in favor of any municipal or other governmental body and (iii) the lien of any First Mortgage.

(C) Before recording a Notice of Claim of Lien against any Lot or Parcel the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments together with late charges, interest, reasonable collection costs and reasonable attorneys' fees, if any. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien but any number of defaults may be included within a single demand or claim of lien. If the delinquency is not paid within ten (10) days after delivery of the demand, the Association may proceed with recording a Notice of Claim of Lien against the Lot or Parcel of the defaulting Owner. The Association shall not be obligated to release the Assessment Lien until all delinquent Assessments, late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees have been paid in full whether or not all of such amounts are set forth in the Notice of Claim of Lien.

(D) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with late charges, interest, lien recording fees, reasonable collection costs, reasonable attorneys' fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay the delinquent Assessment Lien securing the delinquent

**Resident Transaction Report**  
**Seville**  
 01/01/1900 to: 12/28/2009

Parcel: S6-0027 Seville  
 nwojtas@associatedasset.com  
 Gilbert, AZ 85298

Management Co: AAM, LLC  
 7740 N. 16th Street  
 Suite 300  
 Phoenix, AZ 85020

	Type	Date	CC Description	Check No	Amount	Balance
0064 03 001720 TBW 2006-4			App# 335330		Beg Bal	0.00
C/O Taylor Bean & Whitaker	Chg	05/01/2008	SA Pro 1st SA		144.58	144.58
1417 N Magnolia Ave	Chg	05/02/2008	CV CC&R 05/09/08		50.00	194.58
Ocala FL 34475-9078	Chg	05/03/2008	TF Dietrich to TBW		90.00	284.58
	Chg	05/03/2008	DI Dietrich to TBW		150.00	434.58
	Chg	06/05/2008	SH Self Help		200.00	634.58
	Chg	07/01/2008	SA Semi-Annual Master		419.76	1,054.34
	Chg	07/30/2008	LF Late Fee		15.00	1,069.34
	Chg	08/15/2008	DE AAM Demand Fee		40.00	1,109.34
	Chg	12/01/2008	LR LIEN/LIEN RLS FEE		90.00	1,199.34
	Chg	01/01/2009	SA Semi-Annual Master		419.76	1,619.10
	Chg	01/30/2009	LF Late Fee		15.00	1,634.10
	Chg	05/14/2009	AF Attorney Fees		130.00	1,764.10
	Chg	06/24/2009	AF Attorney Fees		105.00	1,869.10
	Chg	07/01/2009	SA Semi-Annual Master		419.76	2,288.86
	Chg	07/31/2009	LF Late Fee		15.00	2,303.86
	Chg	08/31/2009	AF Attorney Fees		130.00	2,433.86
					Res Balance	2,433.86

Addendum to Ledger

Ledger balance	2,433.86
Proof of Claim	385.00
Total Claim	2,818.86