

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

PROOF OF CLAIM

Name of Debtor: Taylor, Bean and 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): Oralando and Jacyline Solomon

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

Name and address where notices should be sent: Oralando and Jacyline Solomon, 5703 Grampian Ct., Fayetteville, NC 28304

CLAIM FILED JACKSONVILLE, FLORIDA

Court Claim Number: (If known)

Telephone number: (910) 864-6646

MAR 11 2010

Filed on:

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

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

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: \$ 2,277.25

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.

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.

2. Basis for Claim: Escrow refund withheld (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:

3a. Debtor may have scheduled account as: Loan # 2867297 (See instruction #3a on reverse side.)

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).

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: Real Estate Motor Vehicle Other

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:

\$ 1,725.19

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:

*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.

Date: 03/08/2010

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.

Oralando Solomon

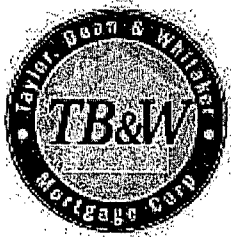
FOR COURT USE ONLY

T, B & W Mortgage Corp.



01140

(866) 669-6607



**Taylor, Bean
& Whitaker**

Mortgage Corp.

1417 North Magnolia Ave

Ocala, Florida 34475

Bus. 888-225-2164

Fax 888-329-9270

Web: www.taylorbean.com

July 21, 2009

Orlando Solomon & Jacyline Solomon
5703 Grampion Ct.
Fayetteville, NC 28304

Re: Paid In Full
Loan Number: 2867297
Property Address: 5703 Grampion Ct.

Dear Orlando Solomon & Jacyline Solomon:

Please accept this letter as confirmation that the above referenced home loan was paid in full on 7/20/2009. We have enclosed a copy of the loan history for your records.

Please be aware of the following:

Escrow Account - Property Taxes and Homeowner's Insurance

You are now responsible for all tax and insurance payments. Please consult your insurance agent and/or local tax authority for more information.

Escrow Account - Remaining Funds

If applicable, any remaining escrow account funds will be sent to the above mailing address, via US mail, within 30 days of the payoff date. If you have a new mailing address, please visit our web site at www.taylorbean.com and select "My Mortgage" to update your mailing address, or you may contact us at 1-888-225-2164 to speak with one of our Customer Relations Representatives.

Please be aware if you placed a stop payment on a check or if a check was presented and then returned to you unpaid within the last 90 days, these funds may need to be returned to us. If this situation applies, please contact our Cashiering Department at 1-888-225-2164 ext. 11312 prior to cashing your escrow refund check.

Lien Release Information

The document necessary to release our lien in the public records will be prepared and sent to the County Recorder as soon as possible. Upon receipt of the recorded document, we will post the information to our records and the original document will be sent to you.

If you have any questions regarding the pay off of your loan, please visit us on the web at www.taylorbean.com or contact our Customer Relations Department at 1-888-225-2164. If we may be of service in the future, please contact our Origination office at 1-877-754-6847.

Sincerely,

Customer Relations
Taylor, Bean & Whitaker Mortgage Corp.

enclosure(s)

Cpiflv2.3

August
Bankruptcy

BNC Group.com

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave Jacksonville
Ocala, FL 34475-9078
(888)225-2164
Fla

Property Address:
5703 Grampion Ct.
Fayetteville NC 28304

3:09-BK-07047-JAF

ORLANDO SOLOMON & JACYLINE SOLOMON
5703 GRAMPION CT.
FAYETTEVILLE NC 28304

Starting Balances

Principal:	131,288.00
Tax & Insurance:	512.00
Unapplied:	.00

Current Balances

Principal:	.00
Tax & Insurance:	1,725.19
Unapplied:	.00
Subsidy:	.00
Late Charge:	.00
Returned Check Charge:	.00
Miscellaneous Fees:	.00
Loss Draft:	.00

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	12/01/08	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	131,288.00
	12/09/08			.00			.00			.00	453.17
REG	12/01/08	1,050.00	697.47	121.60	229.53	.00	.00	.00	1.40	.00	131,166.40
	12/12/08			.00			.00			.00	682.70
ADJ	01/01/09	.00	.00	.00	1.40	.00	.00	.00	-1.40	.00	131,166.40
	12/12/08			.00			.00			.00	684.10
DIS	01/01/09	-1,474.30	.00	.00	-1,474.30	.00	.00	.00	.00	.00	131,166.40
	12/15/08			.00			.00			.00	-790.20
DIS	01/01/09	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	131,166.40
	01/07/09			.00			.00			.00	-849.03
REG	01/01/09	1,050.00	696.82	122.25	229.53	.00	.00	.00	1.40	.00	131,044.15
	01/22/09			.00			.00			.00	-619.50
LTC	02/01/09	.00	.00	.00	.00	.00	1.40	.00	-1.40	.00	131,044.15
	01/22/09			.00			.00			.00	-619.50
DIS	02/01/09	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	131,044.15
	02/05/09			.00			.00			.00	-678.33
ADJ	02/01/09	1,474.30	.00	.00	1,474.30	.00	.00	.00	.00	.00	131,044.15
	02/06/09			.00			.00			.00	795.97
REG	02/01/09	1,131.08	696.17	122.90	229.53	.00	.00	.00	82.48	.00	130,921.25
	02/20/09			.00			.00			.00	1,025.50
LTC	03/01/09	.00	.00	.00	.00	.00	82.48	.00	-82.48	.00	130,921.25
	02/20/09			.00			.00			.00	1,025.50
DIS	03/01/09	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	130,921.25
	03/09/09			.00			.00			.00	966.67
REG	03/01/09	1,048.60	695.52	123.55	229.53	.00	.00	.00	.00	.00	130,797.70
	03/12/09			.00			.00			.00	1,196.20
REG	04/01/09	1,048.60	694.86	124.21	229.53	.00	.00	.00	.00	.00	130,673.49
	04/06/09			.00			.00			.00	1,425.73

Loan Activity Report

July 21, 2009

Loan # 2867297

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	05/01/09	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	130,673.49
	04/07/09			.00			.00			.00	1,366.90
DIS	05/01/09	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	130,673.49
	05/08/09			.00			.00			.00	1,308.07
REG	05/01/09	1,048.60	694.20	124.87	229.53	.00	.00	.00	.00	.00	130,548.62
	05/18/09			.00			.00			.00	1,537.60
DIS	06/01/09	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	130,548.62
	06/08/09			.00			.00			.00	1,478.77
REG	06/01/09	1,048.60	693.54	125.53	229.53	.00	.00	.00	.00	.00	130,423.09
	06/11/09			.00			.00			.00	1,708.30
DIS	07/01/09	-58.83	.00	.00	-58.83	.00	.00	.00	.00	.00	130,423.09
	07/07/09			.00			.00			.00	1,649.47
PIF	07/01/09	131,931.49	1,385.74	130,423.09	75.72	.00	41.94	.00	.00	5.00	.00
	07/20/09			.00			.00			.00	1,725.19
Totals:		<u>138,886.33</u>	<u>6,254.32</u>	<u>131,288.00</u>	<u>1,213.19</u>	<u>0.00</u>	<u>125.82</u>	<u>0.00</u>	<u>0.00</u>	<u>5.00</u>	
				<u>.00</u>			<u>0.00</u>			<u>0.00</u>	

2867297

NOTE

JUL 20 2009 *dw*
Paid in Full

FHA CASE NO.
381-8811239-703

October 16, 2008
[Date]

5703 Grampion Ct.
Fayetteville, NC 28304
[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 Thirty One Thousand Two Hundred Eighty Eight and no/100** Dollars (U.S. **\$131,288.00**), 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 Three Eighths**

percent (**6.3750%**) 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 **December 01, 2008**. Any principal and interest remaining on the first day of **November 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. **\$819.07**. 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 (0609)



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(Page 1 of 3)

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(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.



Orlando Solomon

(Seal)
-Borrower



Jacylene Solomon

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

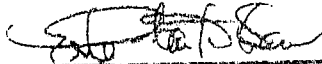
(Seal)
-Borrower

(Seal)
-Borrower

Without recourse, pay to the order of

[Sign Original Only]

By: Taylor, Bean & Whitaker
Mortgage Corp.



Eria Carter-Shaw, E.V.P.

Oralondo Solomon & Jacylene Solomon
5703 Grampian Court
Fayetteville NC 28304
(910)864-6646

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

RE: Loan 2867297
Property Address: 5703 Grampian Court

ITEMIZED AMOUNT OF CLAIM:

Principal amount: \$1725.19
Total Interest amount: 552.06*

Interest Rate: 4.0000%
Monthly Interest: \$69.01

Total amount: **\$2277.25**

*Interest amount equal to **FOUR** percent (**4.0000%**) late charge for **each month** that remaining escrow funds were not refunded after loan pay off. The **FOUR** percent (**4.0000%**) represents the same late/overdue percentage that Lender (Taylor, Bean and Whitaker) would have charged Borrower (Oralondo and Jacylene Solomon) if/when monthly mortgage payment would have been late as per Section 6(A) of FHA NOTE.