

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In re:

TAYLOR, BEAN & WHITAKER,  
MORTGAGE CORP.

Case No.: 3:09-bk-07047-JAF  
Chapter 11

Debtors.  
\_\_\_\_\_ /

**MICHAEL C. CABASSOL'S APPLICATION FOR ALLOWANCE AND  
IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM  
FOR RELATED LOSS TO REAL ESTATE SALE**

Michael C. Cabassol, by and through his undersigned counsel, hereby files his application for allowance and immediate payment of an administrative claim in the amount of One Hundred Fifty Nine Thousand Five Hundred Dollars (\$159,500.00). In support thereof, Mr. Cabassol states as follows:

**BACKGROUND**

1. Debtor Taylor, Bean & Whitaker Mortgage Corp. (the "Debtor") filed for protection under Chapter 11 of the Bankruptcy Code on August 24, 2009 (the "Petition").
2. Post-Petition, Debtor sold real property to Mr. Cabassol by special warranty deed dated December 4, 2009 for the amount of One Hundred Fifty Nine Thousand Five Hundred Dollars (\$159,500.00). A complete and accurate copy of the special warranty deed describing the real property at issue (the "Property") is attached hereto as Exhibit "A".
3. The Property is a condominium unit subject to the rules and regulations of the Topaz Townhomes Owners Association, Inc. ("HOA").

**CLAIM FILED**  
JACKSONVILLE, FLORIDA

**AUG 31 2010**

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

T, B & W Mortgage Corp.



03283

4. Debtor did not own the Property when it executed the deed to Mr. Cabassol.

5. The relevant chain of title on the Property is as follows:

a. On or about January 23, 2007, George Autobee purchased the Property from Texas Residential Properties for \$437,000. As part of the purchase, Mr. Autobee executed a deed of trust in favor of Debtor.

b. On or about December 4, 2007, Debtor foreclosed on the Property and obtained title and possession of the Property after a trustee's sale. A complete and accurate copy of the substitute trustee's deed is attached hereto as Exhibit "B".

c. Immediately after the sale, Debtor transferred the Property to Federal Home Loan Mortgage Corporation ("FHLMC") by special warranty deed. A complete and accurate copy of the special warranty deed is attached hereto as Exhibit "C".

d. During its ownership of the Property, from December 4, 2007, to March 5, 2009, FHLMC failed to pay any HOA fees and assessments. HOA, pursuant to its assessment lien and power of sale, sold the Property to Nancy Groves on March 5, 2009, by a trustee's deed. A complete and accurate copy of the trustee's deed is attached hereto as Exhibit "D".

e. Ms. Groves subsequently transferred the Property to Khyber Holdings, LLC ("Khyber"), by special warranty deed. Kyhber currently owns the Property. A complete and accurate copy of the special warranty deed is attached hereto as Exhibit "E".

f. Notwithstanding its lack of legal title to the Property, FHLMC transferred the Property back to Debtor on June 10, 2009. A complete and accurate copy of the deed is attached hereto as Exhibit "F".

g. On December 4, 2009, Debtor then transferred the Property to Mr. Cabassol, as previously mentioned in paragraph two of this Motion, which is the gravamen of this claim.

**RELIEF REQUESTED**

6. Mr. Cabassol requests this Court to enter an Order allowing Mr. Cabassol's administrative claim and ordering Debtors to immediately reimburse Mr. Cabassol the amount of One Hundred Fifty Nine Thousand Five Hundred Dollars (\$159,500.00).

7. Pursuant to 11 U.S.C. § 503, Mr. Cabassol's post-Petition purchase of the Property not owned by the Debtor constitutes an Administrative Expense Claim.

8. Mr. Cabassol continues to suffer damages due to the Debtor's failure to reimburse the purchase price of the Property.

9. Mr. Cabassol is entitled to immediate payment from Debtor.

WHEREFORE, Michael C. Cabassol moves this Court to enter an Order: (a) granting Mr. Cabassol's administrative expense claim for reimbursement in the amount of One Hundred Fifty Nine Thousand Five Hundred Dollars (\$159,500.00); (b) compelling Debtor to pay such allowed administrative claim immediately, and (c) granting Mr. Cabassol any additional relief as the Court deems appropriate.

Dated this 31st day of August, 2010.

FOWLER WHITE BOGGS P.A.  
P.O. Box 1438  
Tampa, FL 33601  
(813) 228-7411  
Fax No: (813) 229-8313  
Email: [dkirk@fowlerwhite.com](mailto:dkirk@fowlerwhite.com)  
[david.barrett@fowlerwhite.com](mailto:david.barrett@fowlerwhite.com)

By: /s/ Donald R. Kirk

Donald R. Kirk  
Florida Bar No: 0105767  
David W. Barrett  
Florida Bar No: 11051

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 31, 2010, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to the following:

<i>Debtor:</i> Taylor, Bean & Whitaker Mortgage 315 N.E. 14 <sup>th</sup> Street Ocala, FL 34470	<i>Debtor's Attorney:</i> Edward J. Peterson, III Stichter Riedel, Blain & Prosser, P.A. 110 East Madison Street Suite 200 Tampa, FL 33602	Jeffrey W. Kelly, Esq. James D. Dantzler, Jr., Esq. Troutman Sanders LLP 600 Peachtree Street Suite 5200 Atlanta, GA 30308-2216
<i>Trustee:</i> Richard A. Yanagi c/o Wendell Finner 340 3 <sup>rd</sup> Avenue South, Suite A Jacksonville Beach, FL 32250-6767	<i>U.S. Trustee:</i> c/o Elena L. Escamilla TB 135 W. Central Blvd., Suite 620 Orlando, FL 32801	<i>Creditor Committee:</i> c/o Paul Singerman, Esq. Berger Singerman, P.A. 200 South Biscayne Blvd. Suite 1000 Miami, FL 33131

**/s/ Donald R. Kirk**

Donald R. Kirk

CTIC CT DALY CT0006 29KB



200908344116  
DEED 1/2

(S)  
BT

THIS INSTRUMENT PREPARED BY  
Carole Morrissey, REO Department (#1546679)  
AND RETURN TO: *Grantee Address!*  
Chicago Title *Michael Cabassol*  
2828 Trinity Mills #221 *2201 Wolf St # 7103*  
Carrollton, TX 75006 *Dallas, TX 75201*  
Property Appraisers Parcel Identification (Folio) Numbers: 00C72650000707103

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS SPECIAL WARRANTY DEED**, made this 4th day of December, 2009 by TAYLOR, BEAN & WHITAKER MORTGAGE CORP., as Debtor-In-Possession in the U.S. Bankruptcy Court, Middle District of Florida, Case # 09-7047, a corporation existing under the laws of FLORIDA and having its principle place of business at 315 NE 14<sup>th</sup> Street, Ocala, Florida 34470 grantor to MICHAEL C. CABASSOL, A SINGLE PERSON whose post office address is 2201 Wolf Street #7103, Dallas, TX 75201 hereinafter called the Grantee:

*(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**WITNESSETH:** That the grantor, for and in consideration of the sum of One hundred fifty-one thousand five hundred and no/100's (\$151,500.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm, in Fee Simple, with SPECIAL WARRANTY, to MICHAEL C. CABASSOL, unto the grantee, all that certain land situate in Dallas County, State of Texas, viz.:

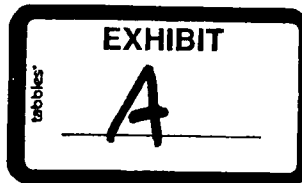
BEING UNIT NO. 7103, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TOPAZ TOWNHOMES CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, FILED OCTOBER 25, 2006, RECORDED UNDER CLERK'S FILE NO. ~~20060396344~~ *20060396344* OF THE REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO. \*20060396344

Said property is commonly known as 2201 Wolf Street #7103, Dallas, TX 75201.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.



IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Brittany Hall  
Witness #1 Signature

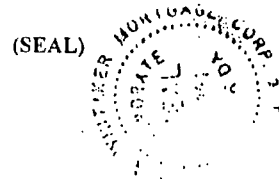
BY: [Signature]  
Clay Lehman - Director-REO

Brittany Hall  
Witness #1 Printed Name

BY: [Signature]  
Joe Ellis, Director-REO Contract Negotiations

[Signature]  
Witness #2 Signature

Korn Caruso  
Witness #2 Printed Name



STATE OF FLORIDA

COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Clay Lehman and Joe Ellis, acting in their capacities as Director-REO (title) and Director-REO Contract Negotiations (title), who are personally known and acknowledged to me that they signed it voluntarily for its stated purpose.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of <sup>December</sup>~~November~~, 2009.

[Signature]  
Notary Public  
Printed Name: CAROLE KAYE MORRISSEY  
My Commission Expires: February 10, 2014



Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
12/05/2009 01:20:51 PM  
\$20.00



[Signature]

200900344116



TR DEED 20070440150

6 PGS

C&S No. 44-07-4706  
Conventional

**SUBSTITUTE TRUSTEE'S DEED**

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF DALLAS**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

WHEREAS George Autobec, A Married man as his Sole and Separate Property in order to secure the payment of one note for the sum set forth in said Note, payable to the order of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns, made, executed and delivered to Tommy Bastian, Barrett Burke Wilson Castle Daffin & Frappier, L.L.P., Trustee, a certain Deed of Trust dated January 18, 2007, recorded in Vol. , Page or Clerk's File No. 20070038781 in the Deed of Trust Records of DALLAS County, Texas to which Deed of Trust and its record reference is here made for a detailed description of said Note, the terms and covenants of said Deed of Trust, and the lands and premises there conveyed; said land being more particularly described as follows:

BEING UNIT NO. 7103, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TOPAZ TOWNHOMES CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, FILED OCTOBER 25, 2006, RECORDED UNDER CLERK'S FILE NO. 200600396344 OF THE REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO.

WHEREAS, said Note together with the liens securing same was transferred and assigned in due course for value before maturity to Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp. and,

WHEREAS, it is provided in said Deed of Trust that failure to make any of the payments in the above described Note as the same became due and payable, or failure to comply with any or all of the covenants and conditions of said Deed of Trust, shall, at the option of:

Mortgage Electronic Registration Systems, Inc., as nominee for  
Taylor, Bean and Whitaker Mortgage Corp.  
c/o Taylor, Bean, and Whitaker





1417 N. Magnolia Avenue  
Ocala, FL 34475

hereinafter called Grantee, or the legal or equitable holder thereof, mature the whole of said Note and in such event or events and at the request of the owner or holder of said Note secured by said Deed of Trust, the said Trustee or his successors shall enforce said Trust by selling the hereinbefore described land and premises according to law, and in accordance with the provision of said Deed of Trust, all as more fully set out in said Deed of Trust; and,

**WHEREAS**, Default was made in the payment of said Note according to the terms, tenor and effect thereof, and the legal or equitable owner or holder of said Note, after all required notices were given, declared the whole Note immediately due and payable and the Trustee named in said Deed of Trust having been removed, the owner and holder of said indebtedness appointed the undersigned as Substitute Trustee, and requested the undersigned to sell said land and premises according to law and in accordance with the provisions of said Deed of Trust, in satisfaction of the indebtedness secured by said Deed of Trust; and,

**WHEREAS**, the holder of the debt by certified mail has given written notices to the debtors at their last known address that the debtor was in default under the terms of the Deed of Trust, giving the debtor notice to cure the default.

The default notice was given prior to the entire debt being accelerated and the notice of trustee sale given, and,

**WHEREAS**, the said land above described was advertised for sale, and written notices of sale were posted in accordance with the terms of said Deed of Trust and in accordance with the laws of the State of Texas pertaining to the foreclosure under the Deed of Trust, said land having been advertised for sale at least 21 days preceding the date of sale at the Courthouse Door of the County above set forth, and if provided by said Deed of Trust in two other public places in said land having been advertised to be sold at the door of the Courthouse of DALLAS County, Texas, on 12/4/07, the said date being the first Tuesday in said month; and,

**WHEREAS**, the holder of the debt requested the Substitute Trustee and by this instrument the Substitute Trustee swears, deposes and states under oath that there was served written notice of the proposed sale by certified mail at least twenty-one (21) days preceding the date of sale on each debtor obligated to pay such debt according to the records of such holder by deposit of the Notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address shown by the records of the holder of the debt, in a post office or official depository under the care and custody of the United States Postal Service, and a copy of such Notice of Sale was filed with the County Clerk of such County at least twenty-one (21) days preceding the date of this sale. [See Affidavit Of Notice To Debtors And Military Status attached hereto and made a part hereof.]

**WHEREAS**, I, the said Substitute Trustee, after all prerequisites required by law and/or by said Deed of Trust have been duly satisfied by the holder of the Note, and by said Substitute Trustee, did conduct the sale, said sale was conducted not earlier than 10:00:00 AM O'clock as set forth in the Notice of Sale and was concluded within three (3) hours of such starting time on the date for

which said sale was advertised, offering the said land and premises for sale and conducting said sale in the area of the Courthouse designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place and if no place was designated by the Commissioners Court the sale was conducted at the place where the Notice of Trustee's Sale was posted in the County Courthouse; and,

**WHEREAS**, at the said sale the said Grantee bid for said land and premises the sum of \$239,931.00 cash, which was the highest bid and best offer therefore, whereupon said land and premises were struck off and sold for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Trust;

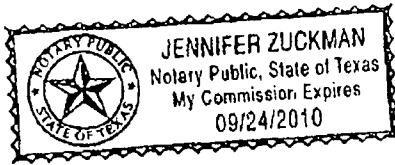
**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That I, the said Substitute Trustee, named and appointed under the terms of said Deed of Trust, acting herein under and by virtue of the power conferred upon me by the said Deed of Trust, and in accordance with the laws of the State of Texas, for in consideration of the sum bid as aforesaid, which amount has been applied in accordance with the terms of said Deed of Trust on the indebtedness secured by it, do hereby bargain, sell and convey unto the said Grantee the said herein before described land and premises, together with all and singular the rights and appurtenances to the same in anywise belonging.

**TO HAVE AND TO HOLD** the said property unto the said Grantee, its successors and assigns, forever, in fee simple, and I, the said Substitute Trustee, acting in the capacity and manner aforesaid, by virtue of the power vested in me under the terms of said Deed of Trust, do hereby bind and obligate the said mortgagor(s), his (their) heirs, assigns, executors, and administrators to warrant and forever defend all and singular the right and title to said property unto the said Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this instrument on 12/4/07.

  
Shelley Ortolani  
SUBSTITUTE TRUSTEE

SWORN TO AND SUBSCRIBED to be Shelley Ortolani, Substitute Trustee, before me, the undersigned authority on 12/4/07.

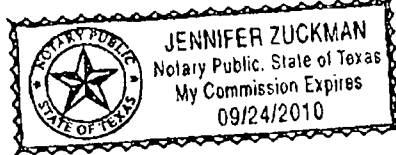


*Jennifer Zuckman*  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF DALLAS

THIS INSTRUMENT was acknowledged before me on 12/4/07 by, Shelley Ortolani, Substitute Trustee.



*Jennifer Zuckman*  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

**RETURN TO:**

Codilis & Stawiarski  
650 N. Sam Houston Parkway East, Suite 450  
Houston, TX 77060  
(281) 925-5200

C&S 44-07-4706  
Autohee, George  
Conventional  
Taylor, Bean, and Whitaker

C&S No. 44-07-4706  
FHLMC NO.: 347478999



DEED 20080013151  
2 PGS

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

COUNTY OF DALLAS

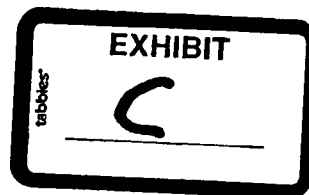
*NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.*

KNOW ALL MEN BY THESE PRESENTS that Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp. a corporation, acting herein by and through its duly authorized officers hereunto duly authorized to execute this instrument, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Federal Home Loan Mortgage Corporation, 2231 Crystal Drive, Suite 900, Arlington, Virginia 22202, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto the said Grantee, its successors and assigns that following described property, to-wit:

BEING UNIT NO. 7103, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TOPAZ TOWNHOMES CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, FILED OCTOBER 25, 2006, RECORDED UNDER CLERK'S FILE NO. 200600396344 OF THE REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO.

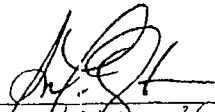
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, his successors and assigns, and it, the said Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp., does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, the said premises unto the said Grantee, his Successors and Assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through, or under the undersigned, but not otherwise.

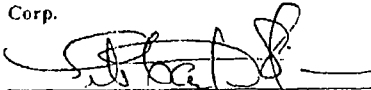
Executed 12/4/2007.



ATTEST:

Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp.

  
By: Susan Lovejoy-Adler  
Its: VICE PRESIDENT

  
By: ERLA CARTER-SHAW  
Its: VICE PRESIDENT

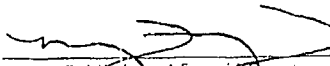
(CORPORATE SEAL)

THE STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, the undersigned authority, on this day personally appeared ERLA CARTER-SHAW AND SUSAN LOVEJOY-ADLER of Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of Mortgage Electronic Registration Systems, Inc., as nominee for Taylor, Bean and Whitaker Mortgage Corp..

GIVEN under my hand and seal of office, 12/4/2007.

(Notary Seal)

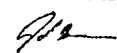
  
Notary Public in and for said County and State  
MARY MASSEY  
Comm# DD0571246  
Expires 7/5/2010  
Florida Notary Assn., Inc.

RETURN TO:  
CODILIS & STAWIARSKI  
650 N. Sam Houston Parkway East, Suite 450  
Houston, Texas 77060

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

  
John F. Warren, County Clerk  
Dallas County TEXAS

January 15, 2008 09:37:10 AM

FEE: \$20.00

20080013151

TR DEED 200900098297  
5 PGS

**TRUSTEE'S DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS    §  
                                  §  
                                  §  
COUNTY OF DALLAS    §

WHEREAS, **FEDERAL HOME LOAN MORTGAGE CORPORATION** (herein called "Owner", whether one or more) is the Owner of the following described real property (the "Property"), to-wit:

BEING UNIT NO. 7103, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TOPAZ TOWNHOMES CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, FILED OCTOBER 25, 2006, RECORDED UNDER CLERK'S FILE NO. 200600396344, 200600438556, OF THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 2201 WOLF STREET # 7103, DALLAS, TEXAS 75201 (THE "PROPERTY").

WHEREAS, the Property is governed by that one certain Declaration of Covenants, Conditions and Restrictions recorded and any amendments thereto which provide that all sums assessed by TOPAZ TOWNHOMES OWNERS ASSOCIATION, INC ("The Association") and unpaid, shall constitute a lien against the Property and that The Association is entitled to foreclose the lien in the manner for foreclosure of mortgages in the State of Texas; and

WHEREAS, default has occurred in the payment of sums assessed by The Association against the Property and The Association has appointed the undersigned as Trustee to enforce the lien and sell the Property; and

WHEREAS, a written notice of the earliest time of sale, the place of sale designated by the Commissioner's Court of Dallas County, Texas, and the terms of sale of the Property was posted on the first level of the Frank Crowley Courts Building, 133 N. Industrial Blvd., Dallas, Dallas County, Texas, and a copy of such notice of sale was filed in the Office of the County Clerk of Dallas County, Texas, the county in which the real property is located, such notices of sale having been both

TOPAZ-0026



posted and recorded at least twenty-one (21) days preceding the date of the sale, as required by Section 51.002 of the Texas Property Code; and

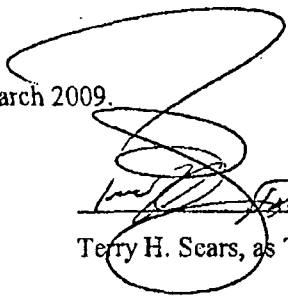
WHEREAS, pursuant to the Laws of the State of Texas, all of the required notices concerning a public sale of the herein described property have been mailed, posted and filed; and an affidavit concerning such mailing, posting and filing is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, all prerequisites required by law and/or the Declaration having been duly satisfied, I, the Trustee, proceeded to sell the Property at approximately 11:03 a.m. on March 3, 2009, at public auction held at the area designated by the Commissioner's Court being the Frank Crowley Courts Building, in Dallas, County, to the highest bidder for cash, **NANCY GROVES** (hereinafter called "Grantee") for the sum of \$10.00 and other valuable consideration. This sale is where-is, as-is, with no representations or warranties, taken subject to superior liens, if any. The purchaser, by acceptance and/or recording of this deed, also agrees that should the sale be set aside for whatever reason, that his/her or its sole remedy against the Association, management company, trustee and/or Law Office of Terry H. Sears, P.C. is the return of the purchase price paid at the sale.

NOW, THEREFORE, in consideration of the payment to me of the sum of \$10.00 and other valuable consideration by the Grantee I, as Trustee, by virtue of the authority conferred upon me by the Association and by the Declaration, subject to the first or prior liens, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto Grantee her successors and assigns, all of the Property;

TO HAVE AND TO HOLD the Property, together with all and singular, the rights, privileges and appurtenances belonging thereto, unto Grantee, her successors and assigns, forever; and I do hereby bind Owner, and Owner's successors and assigns, to warrant and forever defend all and singular the Property, unto Grantee and Grantee's successors and assigns, against every person whomsoever claiming, or to claim the same or any part thereof.


EXECUTED this 5<sup>th</sup> day of March 2009.

  
\_\_\_\_\_  
Terry H. Sears, as Trustee

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

Terry H. Sears, as Trustee, acknowledged this instrument before me on the 5<sup>th</sup> day of March 2009.



  
\_\_\_\_\_  
Notary Public - State of Texas

AFTER RECORDING RETURN TO GRANTEE:

Nancy Groves  
P.O. BOX 740969  
Houston, Texas 77274

UNOFFICIAL




AFFIDAVIT OF POSTING, FILING AND MAILING

THE STATE OF TEXAS   §  
  §  
  §  
COUNTY OF DALLAS   §

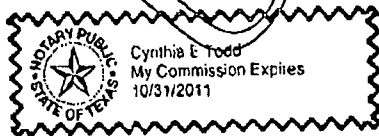
The undersigned, having knowledge of the matters hereinafter set forth, after being duly sworn, deposes and states under oath, as follows:

TOPAZ TOWNHOMES OWNERS ASSOCIATION, INC ("The Association"), a Texas non-profit corporation, is responsible for assessing and collecting maintenance assessments against the Property described in the Deed attached to this affidavit and (i) caused written notice of default in the payment of maintenance assessments to be served on the Owner by certified mail, return receipt requested and by regular first class mail and gave twenty (20) days to cure such default before giving notice of sale; and (ii) at least twenty - one (21) days preceding the date of the sale by Terry H. Sears, Trustee, on January 26, 2009 (a) caused written notice of the proposed sale to be served by certified mail, return receipt requested and a copy by regular first class mail, on the Owner of said Property, by depositing notice of the proposed sale in an enclosed postage paid wrapper, properly addressed at the most recent address as shown by the records of the Association in a post office or official depository under the care and custody of the United States Postal Service; and (b) on February 6, 2009 caused to be posted a Notice of Trustee's Sale on the first level of the Frank Crowley Courts Building, 133 N. Industrial Blvd., Dallas, Dallas County, Texas, and further filed a copy of said Notice and Appointment of Trustee with the Dallas County Clerk's office. Further, to the best of Affiant's knowledge, the owner(s) of the property at the time of the Trustee's Sale was/were alive on said date and time of the foreclosure sale, and based on research obtained from the following internet military site, Defense Manpower, it is my belief that the owners of the property on the date of the Trustee's Sale, were not in the military service ninety (90) days prior to said Trustee's Sale.

  
Terry H. Sears, Trustee

THE STATE OF TEXAS   §  
  §  
  §  
COUNTY OF HARRIS   §

SUBSCRIBED AND SWORN to by Terry H. Sears, before me, the undersigned authority on this the 6<sup>th</sup> day of March 2009, to certify which witness my hand and seal of office.



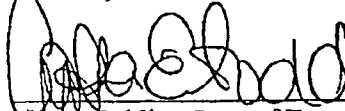

  
Notary Public - State of Texas

EXHIBIT "A"

**UNOFFICIAL**

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



*[Signature]*  
John F. Warren, County Clerk  
Dallas County TEXAS

April 07, 2009 11:38:10 AM  
FEE: \$28.00

200900098297



200900309309

DEED 1/2

**NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE.**  
SPECIAL WARRANTY DEED

Date: October 30, 2009  
Grantor: Nancy Groves  
Grantor's Mailing Address: P O Box 740969  
Houston, Texas 77274  
Grantee: Khyber Holdings, LLC  
Grantee's mailing address: 9030 W Sahara Ave. # 667  
Las Vegas, Clark County, Nevada 89117

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

BEING UNIT NO. 7103 AND ITS APPURTENANT UNDIVIDED INTERESTS IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TOPAZ TOWNHOMES CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, FILED OCTOBER 25, 2006, RECORDED UNDER CLERK'S FILE NO. 200600396344, 200600438556 OF THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 2201 WOLF STREET # 7103, DALLAS, TEXAS 75201 (THE "PROPERTY")

Reservations from and Exceptions to Conveyance and Warranty: This Deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS AND CONVEYS TO GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns, forever. Grantor binds Grantor and Grantor's assigns and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming to or to claim the same or any part thereof, except as to the reservation from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes and HOA fees and any and all other encumbrances filed of record that are due or to become due on the property.



Grantor further assigns to Grantee, any and all interest to escrow deposit, if any, excess proceeds, if any, insurance premium refunds, if any, and any other interest to the property described herein.

*Nancy Groves*  
NANCY GROVES

THE STATE OF TEXAS §

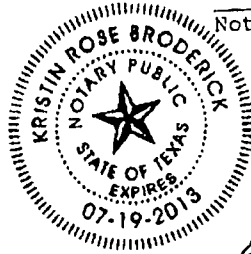
COUNTY OF HARRIS §

This instrument was acknowledged before me on the <sup>2nd</sup> ~~30<sup>th</sup>~~ day of <sup>November</sup> ~~October~~ 2009 by NANCY GROVES.

*Kristin Rose Broderick*  
Notary Public, State of TEXAS

After Recording Return To:

KHYBER HOLDINGS, LLC  
9030 W SAHARA AVE. # 667  
Las Vegas, NV 89117



UNOFFICIAL

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
11/02/2009 03:04:09 PM  
\$20.00



*JFW*

200900309309

C&S No. 44-07-4706  
FHLMC NO.: 347478999



200900199466  
DEED 1/4

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS  
COUNTY OF DALLAS

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

KNOW ALL MEN BY THESE PRESENTS that Federal Home Loan Mortgage Corporation, 8200 Jones Branch Drive, MS 202, McLean, Virginia 22102 acting herein by and through its duly authorized officers hereunto duly authorized to execute this instrument, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Taylor, Bean and Whitaker Mortgage Corp., hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey, unto the said Grantee, its successors and assigns that following described property, to-wit:

BEING UNIT NO. 7103, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TOPAZ TOWNHOMES CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, FILED OCTOBER 25, 2006, RECORDED UNDER CLERK'S FILE NO. 200600396344 OF THE REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, his successors and assigns, and it, the said Federal Home Loan Mortgage Corporation, 8200 Jones Branch Drive, MS 202, McLean, Virginia 22102 does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, the said premises unto the said Grantee, his Successors and Assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through, or under the undersigned, but not otherwise.

Executed 12/4/2007.

2201  
1022  
WALP 7103



ATTEST:

Federal Home Loan Mortgage Corporation

*Victor Madigba*  
By: Victor Madigba  
Its: Assistant Secretary

*Brenda Green*  
By: Brenda Green  
Its: Assistant Treasurer

(CORPORATE SEAL)

THE STATE OF Texas  
COUNTY OF Denton

BEFORE ME, the undersigned authority, on this day personally appeared Brenda Green and Victor Madigba  
Assistant Treasurer and Secretary of Federal Home Loan Mortgage Corporation, known to me to be  
the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he  
executed the same for the purposes and consideration therein expressed, in the capacity therein  
stated, and as the act and deed of Federal Home Loan Mortgage Corporation.

GIVEN under my hand and seal of office, 12/4/2007  
6/10/2009

(Notary Seal)



*Angelica Bandoval*  
Notary Public in and for said County and State

RETURN TO:  
CODILIS & STAWIARSKI  
650 N. Sam Houston Parkway East, Suite 450  
Houston, Texas 77060

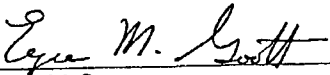
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**CERTIFICATE  
OF  
APPOINTMENT AND AUTHORITY**

Pursuant to the authority vested in me by Delegations of Authorities Certificate, Section VII, Legal, I hereby appoint **BRENDA GREEN** as Assistant Treasurer of the Federal Home Loan Mortgage Corporation (Freddie Mac) for the sole purpose of executing the documents regarding real properties which are foreclosed or real property acquired by other means and assigned to **Homesteps** for disposition, including, but not limited to, the following:

- Sales contracts;
- Advances for money to brokers or others;
- Listing agreements;
- Any and all documents required in connection with the disposition of such property, including, but not limited to, deeds, settlement statements, seller financing and assumptions and Limited Powers of Attorney to execute any and all documents necessary to convey the property;
- Property management agreements and rental agreements;
- Form 104 expenses related to property activity;
- Deeds to transfer or donate properties to outside organizations; and
- Documents with respect to special financing or special concessions.

This appointment and authority becomes effective immediately and shall continue in full force and effect until December 31, 2009, unless modified or revoked. This authority shall not be redelegated.

  
\_\_\_\_\_  
Eugene M. Gooft  
Managing Associate General Counsel -  
Corporate Governance  
Office of the Corporate Secretary

Effective Date: October 22, 2008

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

**In re: Taylor, Bean & Whitaker Mortgage Corp  
Case No. 09-07047**

**DOCUMENTS APPENDED TO CLAIM**

On September 8, 2010, the document(s) identified below were appended to Claim No. 3283 for the reason(s) indicated:

- Stipulation/Order: Docket No. \_\_\_\_\_.
- New Supporting Document(s).
- Letter dated \_\_\_\_\_ requesting of Withdrawal of Claim No. \_\_\_\_\_.
- Notice of Withdrawal of Claim filed \_\_\_\_\_, Docket No. \_\_\_\_\_, for Claim No. \_\_\_\_\_.
- Other: Court docket 1892 filed as Amended Application for Payment of Administrative Expenses. Only changes from original docket 1876 are difference in signatory and missing page 2.





e. Ms. Groves subsequently transferred the Property to Khyber Holdings, LLC (“Khyber”), by special warranty deed. Kyhber currently owns the Property. A complete and accurate copy of the special warranty deed is attached hereto as Exhibit “E”.

f. Notwithstanding its lack of legal title to the Property, FHLMC transferred the Property back to Debtor on June 10, 2009. A complete and accurate copy of the deed is attached hereto as Exhibit “F”.

g. On December 4, 2009, Debtor then transferred the Property to Mr. Cabassol, as previously mentioned in paragraph two of this Motion, which is the gravamen of this claim.

**RELIEF REQUESTED**

6. Mr. Cabassol requests this Court to enter an Order allowing Mr. Cabassol’s administrative claim and ordering Debtors to immediately reimburse Mr. Cabassol the amount of One Hundred Fifty Nine Thousand Five Hundred Dollars (\$159,500.00).

7. Pursuant to 11 U.S.C. § 503, Mr. Cabassol’s post-Petition purchase of the Property not owned by the Debtor constitutes and Administrative Expense Claim.

8. Mr. Cabassol continues to suffer damages due to the Debtor’s failure to reimburse the purchase price of the Property.

9. Mr. Cabassol is entitled to immediate payment from Debtor.

WHEREFORE, Michael C. Cabassol moves this Court to enter an Order: (a) granting Mr. Cabassol's administrative expense claim for reimbursement in the amount of One Hundred Fifty Nine Thousand Five Hundred Dollars (\$159,500.00); (b) compelling Debtor to pay such allowed administrative claim immediately, and (c) granting Mr. Cabassol any additional relief as the Court deems appropriate.

Dated this 7th day of September, 2010.

FOWLER WHITE BOGGS P.A.  
P.O. Box 1438  
Tampa, FL 33601  
(813) 228-7411  
Fax No: (813) 229-8313  
Email: [dkirk@fowlerwhite.com](mailto:dkirk@fowlerwhite.com)  
[david.barrett@fowlerwhite.com](mailto:david.barrett@fowlerwhite.com)

By: /s/ David W. Barrett  
Donald R. Kirk  
Florida Bar No: 0105767  
David W. Barrett  
Florida Bar No: 11051

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on September 7th, 2010, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to the following:

<p><i>Debtor:</i> Taylor, Bean &amp; Whitaker Mortgage 315 N.E. 14<sup>th</sup> Street Ocala, FL 34470</p>	<p><i>Debtor's Attorney:</i> Edward J. Peterson, III Stichter Riedel, Blain &amp; Prosser, P.A. 110 East Madison Street Suite 200 Tampa, FL 33602</p>	<p>Jeffrey W. Kelly, Esq. James D. Dantzler, Jr., Esq. Troutman Sanders LLP 600 Peachtree Street Suite 5200 Atlanta, GA 30308-2216</p>
<p><i>Trustee:</i> Richard A. Yanagi c/o Wendell Finner 340 3<sup>rd</sup> Avenue South, Suite A Jacksonville Beach, FL 32250-6767</p>	<p><i>U.S. Trustee:</i> c/o Elena L. Escamilla TB 135 W. Central Blvd., Suite 620 Orlando, FL 32801</p>	<p><i>Creditor Committee:</i> c/o Paul Singerman, Esq. Berger Singerman, P.A. 200 South Biscayne Blvd. Suite 1000 Miami, FL 33131</p>

**/s/ David W. Barrett**

David W. Barrett