

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In Re:

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORPORATION,

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

Debtor.

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MOTION FOR EXTENSION OF TIME TO FILE PROOF OF CLAIM  
AND/OR AMEND PROOF OF CLAIM

COMES NOW creditor, Mat J. Naufel and Nancy A. Naufel, by and through the undersigned Counsel and hereby moves this Court pursuant to Federal Rule of Bankruptcy Procedure, for extension of time to file proof of claim and/or to amend proof of claim, and in support hereof state:

1. On January 26, 2006, Movant entered into a Mortgage and Note as borrower, with Debtor, as Lender, with the outstanding balance of \$201,985.00 (hereinafter referenced as "Old Loan").

2. The Old Loan was subsequently sold by TBW to Ginnie Mae and has been serviced by BAC.

3. On July 24, 2009, Movant refinanced the Old Loan with Debtor, as Lender, for a new mortgage and note in the amount of \$200,401.00 (hereinafter referred to as "New Loan"). A true and correct copy of the Settlement Statement concerning the July 24, 2009 re-finance which references a

pay-off of the Old Loan to Debtor in the amount of \$197,738.41 on line 104 thereof is attached hereto and labeled as Exhibit A.

4. From the date of Closing on the New Loan (7-24-09) Movant stopped paying the Old Loan and has been paying the New Loan to Debtor. New Loan monthly payments are \$1,420.72 (consisting of \$301 escrow for taxes and insurance; and \$1,119 for P&I).

5. As of the date of this Motion, Movant has paid Debtor six (6) monthly mortgage payments in the amount of approximately \$1,420.72 each, for a total of \$8,603.60, plus Movant has paid home insurance in the amount of \$425.20 even though insurance and taxes are escrowed by Debtor as a portion of the monthly payments Movant is paying to Debtor. All of the payments from Movant to Debtor on the New Loan have been paid after Debtor filed for bankruptcy.

6. That Movant is uncertain of the status of either of its loans with Debtor (referenced herein above as "New Loan" and "Old Loan") and of the status of any decision by Ginnie Mae concerning this Court's Protocol Order dated February 23, 2010.

7. It is imperative that Movant be granted additional time to file its Proof of Claim and/or be permitted to amend its Proof of Claim in this case due to the uncertainty of the

status of the Old Loan versus the status of the New Loan, and further due to the uncertainty of the status of escrow payments paid by Movant to and held by Debtor for homeowner's insurance and real estate taxes.

WHEREFORE, Movant, Mat J. Naufel and Nancy A. Naufel, pray that this Honorable Court, will enter its order granting additional time to file and/or amend a Proof of Claim as it applies to Movant.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to:

Stichter, Riedel, Blain & Prosser  
Russell M. Blain, Esq.  
110 East Madison Street, Suite 200  
Tampa, FL 33602

Troutman Sanders, LLP  
James D Dantzler, Jr.  
600 Peachtree Street NE  
Suite 5200  
Atlanta, GA 30308

Electronically or via U.S. mail postage prepaid this 15th day of June, 2010.

\_\_\_\_\_/s/ Jonathan Tolentino\_\_\_\_\_  
Jonathan Tolentino FBN: 0355150  
Jonathan Tolentino, P.A.  
501 Goodlette Road N.  
Suite D-100  
Naples, FL 34102  
Telephone: (239) 793-7788  
Fax: (239) 649-7786  
Attorney for the Debtor