

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,
REO SPECIALISTS, LLC, and
HOME AMERICA MORTGAGE, INC.

Case No. 3:09-bk-07047-JAF
Case No. 3:09-bk-10022-JAF
Case No. 3:09-bk-10023-JAF

Debtors.

*Jointly Administered Under
Case No. 3:09-bk-7047-JAF*

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TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

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

Applicable Debtor.

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**TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S
RESPONSE TO MOTION TO REQUEST INSPECTION OF DOCUMENTATION
VERIFYING LOAN ORIGATION AND ANY SALE OF SAID LOAN
(DOCKET NO. 1736)**

Taylor, Bean & Whitaker Mortgage Corp. (the "**Debtor**" or "**TBW**") responds to the Motion to Request Inspection of Documentation Verifying Loan Origination and Any Sale of Said Loan (Docket No. 1736) (the "**Motion**") filed by Jay D. Oyler (the "**Movant**"), as follows:

1. The Movant borrowed money from TBW secured by a mortgage (the "**Loan**") on property located at 16 Bramblewood Place SW, Cartersville, GA 30120 (the "**Property**").
2. In connection with the Loan, the Movant executed notes, mortgages, and other related loan documents (the "**Loan Documents**").

3. On August 12, 2009, TBW transferred and service released the Loan to Ocwen Federal Bank (“**Ocwen**”). Accordingly, the Debtor has no further interest in either the Loan or the Loan Documents.

4. Contemporaneously with the filing of the Motion, the Movant filed a Motion to Set Amount of Redemption (Docket No. 1727) (the “**Redemption Motion**”). Pursuant to the Redemption Motion, the Movant seeks an order of this Court declaring that he can retain the Property without paying for it.

5. In a further effort to avoid paying his obligations, the Movant has filed this Motion requesting that the Debtor “submit an affidavit which identifies Plaintiff/Debtor as the original mortgage holder for said property 16 Bramblewood Place Sw Cartersville, Georgia 30120.” See Motion at p. 1. The stated reason for this request is that “[t]here appears to be a high level of disagreement and/or misunderstanding amongst professionals, borrowers and especially attorneys representing a number of financial institutions.”

6. Nowhere in either of the Motions does the Movant dispute that he signed the Loan Documents and borrowed monies.

7. The Debtor is not aware of any disagreement regarding the owner of the Loan. The Movant has received notices from Ocwen directing him to pay Ocwen on the Loan.

8. In connection with the transfer of servicing, the Debtor transferred all of the original Loan Documents to Ocwen as subsequent servicer. To the extent that the Movant is not able to obtain information from Ocwen, the Debtor will reasonably cooperate to provide the information in its possession.

WHEREFORE, the Debtor respectfully requests that this Court enter an order denying the Motion and providing such other and further relief as is just and proper.

Dated this 22nd day of September, 2010.

/s/ Edward J. Peterson, III

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