FILED
JACKSONVILLE, FLORIDA
SEP 30 2010
CLERK, U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

Jay D.Oyler
Creditor/Defendant

VS.

In re:	Chapter 11
TAYLOR, BEAN & WHITAKER MORTGAGE CORP:	CASE NO. 3:09-BK-7047-JAF
HOME AMERICA MORTGAGE, INC.	CASE NO. 3:09-BK-10023-JAF
REO SPECIALTIES, LLC	CASE NO. 3:09-BK-10022-JAF

Debtors/Plaintiffs

_____/

DEFENDANT'S OBJECTION TO TAYLOR BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION (DOCKET NO. 1557)

Defendant/Creditor Jay D. Oyler respectfully request the Honorable Judge Funk to Object to the response given in opposition to the initial motion to set amount of redemption. We come to this court not choosing this path, our only hope was to purchase a home, in good faith without getting involved with a greedy and fraudulent Company.

We have spent much time trying to shed some light on this court of how the creditors have been affected by the actions of Taylor Bean and Whitaker and their employees. We respond to the points listed by the Debtor's attorneys from Court Docket 1978.

BACKGROUND

1. Debtor's attorneys claim that our motion was filed after the news of the indictment of Lee Farkas. We filed our motion in court with a stamped date of June 15, 2010. On June 16, 2010 Lee Farkas was indicted and was arrested for Fraud and for taking money from various accounts belonging to his Companies and Mortgagors. There is no dispute that we borrowed monies to purchase a home and there is no dispute that many of our payments made to Taylor Bean and Whitaker are missing and were not recorded by the employees. The fact is, the Attorneys for the Debtor are using the indictment of Mr. Farkas as a mechanism to distract this court from the deceit and fraud which was placed on innocent victims of Taylor Bean and Whitaker.

2. The Debtors Attorneys state we executed a note, mortgage and other related documents. On two separate occasions the following was requested: The original loan paperwork with wet signatures, all payment history and all wet additional paperwork. **Florida's code of evidence, the plaintiff in a mortgage fraud case must present the ORIGINAL PROMISSORY NOTE as a duplicate of a note is not admissible. Statutes to pursue enforcement, W.H. Downing v. First National Bank of Lake City 81 So.2d 486 (Fla. 1955). A promissory note is clearly a negotiable instrument within the definition of section § 673.1041 (1) and either the ORIGINAL must be produced, or in the event of a lost note, the document must be re-established under section § 673.3091 (2) FS. In this case the Plaintiff clearly FAILED to attempt to move Court to re-establish the necessary INITIAL PROMISSORY NOTE under § 673.3091 (2) FS or any other Florida statute upon filing and initiating frivolous complaint.** In other words, the Plaintiff failed to prove "Chain of Title" with their respective assignments assigning the rights to enforce. Why would one lose or destroy a valuable negotiable instrument? I, Jay D. Oyler, Creditor/Defendant would believe it was done to hide fraud. Actual Fraud or Deceit: Concealing something or making a false representation with an evil intent when it causes injury to another. "It is not good to be partial to the wicked and so deprive the innocent of justice. Proverbs 18"

SUMMARY OF RELIEF REQUESTED IN THE MOTION

3. In the Motion, the Debtor's Attorneys stated that we request this Court declare that we have a right to redeem the Property and, obtain the title. There are no indicators which verify we are in default of our loan. Taylor, Bean and Whitaker became a Servicer of our loan and took on the role of a Mortgage Electronic Registry System or (MERS). This software platform supposedly eliminated the need to prepare and record assignments, when traded residential loans. In other words, Taylor Bean and Whitaker have been walking into foreclosure courts and asserting their right to default and/or foreclose on a property, without needing to prove they actually held the titles to the mortgages. In their arrogance, Taylor, Bean and Whitaker believed that they could simply assert that their own, private data-base was an infallible system of tracking title, and thus they did not need to engage in the dreary task of proof which is required of all lesser mortals in our court systems. While MERS was Taylor, Bean and Whitaker's sleazy tool which was used in their efforts to successfully execute the final stage of their long lived scheme. We do believe it absurd when the Debtor's Attorney makes a statement that we want our titles to our homes free and clear with no credible evidence of our payment history. What they do think is right, is that a Company who misused and laundered money should be allowed to walk away from this court "free and clear" of their obligations. Yes, indeed, The Debtor was negligent, and intentionally misrepresented themselves as our loan holder and not a servicing provider.

The Motion fails to state a cause of action.

The right of redemption is a right of the mortgagor to claim interest and title to their current property. I, the Creditor/Plaintiff believe our case should be warranted on the decision of Honorable Judge Funk, and the current Federal Court system. Federal courts can assert diversity jurisdiction because, in a constitutional sense, they implicate interstate commerce, foreclose discrimination by a local state and tend to guard against any bias against interstate enterprises and would render state courts ineffective in adjudicating disputes between out- of-state plaintiffs and in state defendants. An action is subject to federal diversity jurisdiction where each plaintiff asserts claims that put in controversy an amount in excess of a specified threshold – currently set

at $75,000.00. In short, section 1332 essentially allows federal courts to hear cases that are large (that is, cases with large "amounts of controversy") and that have interstate implications (that is, cases involving citizens from multiple jurisdictions). If a single judge is to be charged with deciding what law will apply in a multistate action, it is more appropriate that this take place in federal court than in a state court.

In response to the support of negligence theory caused by Taylor Bean and Whitaker, we assert that the Debtor "owed a duty to us to perform their duties in a professional manner. In stating the order to establish a cause of action for negligence under Florida Federal court Law a party must prove "the existence of a legal duty, a breach of duty, and damages proximately cause by the breach. The elements can be satisfied by requesting all documents pertaining to our loan from Taylor Bean and Whitaker including; Original wet signature docs, payment history and all other documents to be investigated by an outside non-biased party to provide a forensic audit. This will provide that Transfers of any nature to one investor to another deems lack of appropriate documentation. We wish to request of this court a forensic audit which will disclose any and all inappropriate behavior of the Debtor and their employees related to our property.

Assuming arguendo that the Federal Court in Florida has a statutory right to the impetus for expanding jurisdiction over interstate actions, I, Jay D. Oyler pray upon this court an OBJECTION to the response of the Debtor's attorney and appropriately our Motion of Redemption be GRANTED.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via mail to: Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL. 32801 and served to via certified mail to: Edward J. Peterson, III (FBN 014612) **STRICHTER, RIEDEL, BLAIN & PROSSER, P.A.** ***(Attorneys for the Debtor/Plaintiff)*** 110 East Madison Street, Suite 200 Tampa, FL 33602.

Jay D. Oyler
Creditor/Defendant
950 E Main Street Apt 706
Cartersville, Georgia 30121
770 334 3945
770 324 3513

AFFIDAVIT

STATE OF Georgia

COUNTY OF Bartow

This instrument was acknowledged before me on the 28 day of September, 2010, by Jay D. Oyler in the capacity stated therein.

Notary Public, State of Georgia

Notary Public, Bartow County, Georgia
My Commission Expires July 17, 2014