

The United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

Case number 3:09-bk-07047-JAF

FILED
JACKSONVILLE, FLORIDA

NOV 12 2010

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

Katina Duran

Creditor

vs-

Debtors

Taylor Bean and Whitaker Mortgage Corp.
REO specialists LLC and Home Americas Mortg. Corp.

I am objecting to Taylor Bean and Whitaker's motion in response, regarding docket number 1979.

I am rejecting the motion in docket number 2093 regarding voting on my claim. Under Respa Laws

I am entitled to damages and other costs. In docket 2093 I hope not to lose my rights to my claim.

As I am providing another peice of evidence to support TB and W's fraud on behalf of my mortgage. See exhibit's C and D. As consumers, we are protected under RESPA laws.

I am asking that Honorable Judge Jerry Funk honor my request of Right of Redemption.

In regards to loan number 2097316 I have attempted to resolve so many fraudulent errors of my loan to Taylor Bean and Whitaker. The employee's, supervisor's in charge would not clarify any problems I was having with my servicing of my loan. One of many is missing payments, and negative escrow accounting. I don't want this court to let a committee vote on my claim, and vote wheather it's valid or not. I will appeal my case, as I have a right to under De Novo Review.

How can this company, Taylor Bean and Whitaker justify these fraud schemes, I have provided it in black and white, the F.B.I wouldn't of raided this company in the first place.

Some of many pieces of evidence is provided in exhibit C and D, and is valid enough for my claim.

These kinds of actions by Mortgage Companies as Taylor Bean and Whitaker has done on me would force anybody in foreclosure.

Katina Duran
7346 Hill Ave Holland, Ohio 43528
11/4/10

See Additional disclosures from FHA, my tax statement, All evidence of fraud as I pointed out in 2008. TBW is in violation of the FAIR LENDING ACT. ^{Also} I submitted evidence.

Case number 309-bk-07047-JAF Objection To Taylor Bean and Whitaker Mortgage Doc. No. 1979.

and responding to motion in docket number 2093

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via certified mail to: Elena Escamillia, trial attorney for the US Dept. of Justice
135 W. Central Blvd. Suite 620
Orlando, Fl 32801

and served via certified mail to Edward Peterson III, Strichter, Riedel, Blain and Prosser
(Attorneys for the Debtor/Paintiff)
110 East Madison St. Suite 200 Tampa, Fl 33602

and served to by certified mail to:
Us Bankruptcy Court
Bryan Simpson US Courthouse
Honorable Judge Funk
300 N Hogan Street
Jacksonville, Fl 32202

Respectfully Submitted,



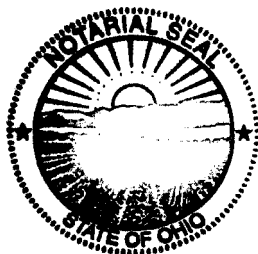
Katina Duran
7346 Hill Ave
Holland, Ohio 43528
419-514-4603

Affidavit

State of Ohio

County of Lucas

This instrument was acknowledged before me on the 10th day of November, 2010, by
Katina Duran in the capacity stated therein.



BUNNY OSBORN
Notary Public
In and for the State of Ohio
My Commission Expires
April 05, 2014

LOAN SERVICING DISCLOSURE STATEMENT

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave, Ocala, FL 34475

Exhibit C

LOAN NUMBER: 2097316

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. READ THIS STATEMENT AND SIGN ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 ET SEQ.) you have certain rights under that federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer practices and requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicer's to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect-call telephone number of the new servicer and toll-free or collect-call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. A Business Day is any day, excluding public holidays (State or Federal), Saturday and Sunday.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that section.

Servicing Transfer Estimated by Lender

The following is the best estimate of what will happen to the servicing of your mortgage loan:

1. We do not service mortgage loans. We intend to assign, sell, or transfer the servicing of your loan to another party. You will be notified at settlement regarding the servicer.

OR

2. We are able to service this loan and presently intend to do so. However, that may change in the future. For all the loans that we make in the 12-month period after your loan is funded, we estimate that the chances that we will transfer the servicing of those loans is between: 0 to 25% 26 to 50% 51 to 75% 76 to 100%

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. This is our record of transferring the servicing of the loans we have made in the past:

Table with 2 columns: YEAR and PERCENTAGE OF LOANS TRANSFERRED. Rows for 2004 (34.8%), 2005 (17.65%), and 2006 (11.11%).

This information includes assignments, sales or transfers to affiliates or subsidiaries.

Taylor, Bean & Whitaker Mortgage Corp.
Lender's Authorized Representative

Date: 12/24/07

ACKNOWLEDGMENT OF MORTGAGE APPLICANT

I/we have read this disclosure form, and understand its contents as evidenced by my/our signature(s) below.

Katrina L Duran

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____



1417 North Magnolia Avenue
Ocala, Florida 34475
888.225.2164

MONTHLY BILLING STATEMENT

General Billing Info:

Statement Date: 03/10/2009
 Loan Number: 2097316
 Interest Rate: 6.500%
 Payment Due Date: 11/01/2009
 Regular Monthly Payment: \$1,554.42
 Total Payment(s) Due: \$9,507.48
 Unpaid Late Charges: \$150.96
 Unpaid NSF Fees: \$0.00
 Other Unpaid Fees/Charges: \$0.00
Total Due: \$9,507.48

Katina L Duran
7346 Hill Ave
Holland, OH 43528

Recent Activity:

Date	Description	Principal Amount	Interest Amount	Escrow Amount	Other Funds	Late Charge	Total
03/10/2009	Escrow Disbursement FHA Premium Reconciliation Group	\$0.00	\$0.00	\$-71.22	\$0.00	\$0.00	\$-71.22
					412-5692260-703		

Account Balances:

Principal Bal. on 03/10/2009 \$174,940.24
 Escrow Bal. on 03/10/2009 \$-66.92
 Interest Paid Year to Date \$0.00
 Taxes Paid Year to Date \$1,313.83
 Insurance Paid Year to Date \$0.00
 Late Charges Paid Year to Date \$0.00

Customer Service Info:

Customer Service Inquiries:
 (888) 225-2164
 (352) 671-0250
 View Account Information online:
 www.TaylorBean.com
 Customer Service Hours:
 9:00 am - 8:00 pm EST
 Monday through Friday
 E-mail us:
 Loaninfo@taylorbean.com

Insurance Information:

Ins Co Name: Liberty Mutual Fire Insurance
 Ins Policy No.: H32-288-248790-408 4

Exhibit D

For more information regarding the Homeowner Affordability and Stability Plan, please visit www.financialstability.gov

If you are having trouble meeting your monthly mortgage obligation, we may be able to assist you. Please contact us at 1-800-530-2602 and ask about our mortgage assistance program.

Detach Here

Loan #: 2097316

Property Address:

7346 Hill Ave
Holland, OH 43528
Customer:
 Katina L Duran
 7346 Hill Ave
 Holland, OH 43528

Undesignated additional funds will be applied first to advances or fees due and then to principal.

PAYMENT DUE DATE: 11/01/2008
 Regular Monthly Payment: \$1,554.42
 Total Amount Due: \$9,507.48
 Amount Due if Received After 04/16/2009: \$9,569.66

MORTGAGE PAYMENT COUPON

Please allow 7-14 days for delivery via mail.
 You currently have \$150.96 in unpaid Late Charges.
 Please remit this with your payment.

Extra Principal Paid:

Extra Escrow Paid:

Late Charge Paid:

Enter Total Amount Paid

Taylor, Bean & Whitaker Mortgage Corp
 1417 N Magnolia Ave
 Ocala, FL 34475-9078

HUD > Topic Areas > Fair Lending

Fair Lending

Discrimination in mortgage lending is prohibited by the federal **Fair Housing Act** and HUD's Office of Fair Housing and Equal Opportunity actively enforces those provisions of the law. The Fair Housing Act makes it unlawful to engage in the following practices based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or set different terms or conditions for purchasing a loan

Filing a Complaint

If you have experienced any one of the above actions, you may be the victim of discrimination. Recognizing the signs of lending discrimination is the first step in filing a complaint. HUD investigates your complaints at no cost to you. If you believe you have experienced lending discrimination, visit our **housing discrimination complaint website** to learn more about the complaint process.

HUD Fair Lending Studies

Pre-application inquiries about mortgage lending financing options represent a critical phase in the homebuying process. If potential homebuyers cannot obtain full and fair access to information about mortgage financing, they may give up on their pursuit of homeownership, their housing search may be restricted, or they may be unable to negotiate the most favorable loan terms. HUD has conducted a number of studies to determine whether minority homebuyers receive the same treatment and information as whites during the mortgage lending process. Read more on **mortgage lending discrimination studies**.

Subprime Lending

Subprime loans play a significant role in today's mortgage lending market, making homeownership possible for many families who have blemished credit histories or who otherwise fail to qualify for prime, conventional loans. A recent HUD analysis, based on HMDA and related data, shows that the number of home purchase subprime applications increased from 327,644 in 1997 to 783,921 in 2000.

While the subprime mortgage market serves a legitimate role, these loans tend to cost more and sometimes have less advantageous terms than prime market loans. Additionally, subprime lenders are largely unregulated by the federal government. Data shows blacks are much more likely than whites to get a subprime loan, and many of the borrowers who take out these loans could qualify for loans with better rates and terms. As such, many have expressed fair lending concerns about the subprime market. Read more on **Subprime Lending**.

Predatory Lending

Some lenders, often referred to as predatory lenders, saddle borrowers with loans that come with outrageous terms and conditions, often through deception. Elderly women and minorities frequently report that they have been targeted, or preyed upon, by these lenders. The typical predatory loan is: (1) in excess of those available to similarly situated borrowers from other lenders elsewhere in the lending market, (2) not justified by the creditworthiness of the borrower or the risk of loss, and (3) secured by the borrower's home. HUD is working hard to fight against **predatory lending**.

Minority Homeownership

HUD is committed to increasing homeownership opportunities for all Americans. HUD is engaged in a special effort to boost the minority homeownership rate since the rate for black and Hispanic Americans lags behind that of others. Read more about HUD's efforts to **Increase Minority Homeownership**.

Print Friendly Version SHARE

Making Home Affordable



Help for America's Homeowners

LEARN MORE

HUD Implementation of the Recovery Act



HUD.GOV/Recovery

LEARN MORE

Federal Housing Administration

Insuring More Than 37 Million Mortgages Since 1934



LEARN MORE

Public and Indian Housing

Ensuring safe, decent, and affordable housing

LEARN MORE

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455
Find the address of the HUD office near you



FHA GOVERNMENT LOANS

"Because everyone deserves a piece of the American Dream"

KEYWORD SEARCH [] GO
Subject Index BOOKMARK

FHA Rates are at all time lows - Contact Us for more information



FHA Home Loans

Lenders

Home Page

FHA Free Downloads

FHA First-Time Home Buyer Programs

FHA Purchase Programs

Use our 20 Mortgage calculators to calculate your payments

FHA Home Improvement Loans

Mortgage Payment Calculator

STEP 1

STEP 2

STEP 3

RESULT

FHA Refinance Programs

Mortgage Principal Calculator

Financial Analysis (Switch)

FHA Streamline Refinance

Should I Refinance?

Monthly Principal & Interest

FHA Reverse Mortgages

Interest-Only Calculator

Monthly Real Estate Tax

Ask an FHA Expert

Free Downloads

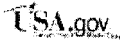
[Mortgage Calculator](#) © MortgageLoan.com - Provider of Current [Mortgage Rates](#)

The FHA in your State

Free Pre-Approval Letter

Poor / Damaged Credit

What's New | Frequent Questions | Contact Us | Email this Page | Subject Index | Disclaimer



About FHA Home Loans | Privacy Notice | FHA | Copyright Information | U.S. Government Information

FHAGovernmentLoans.Info. is operated by a private company not affiliated, endorsed, or authorized by the United States Department of Housing and Urban Development, or any state housing or development agency.

Copyright © 2008 designed and hosted by HanlonAssoc®, a service of Kevin L. Hanlon & Associates, Inc.

pg 1.

Plain English Help ([Switch to Financial Analysis](#))

- If you have finally found your dream home and you haven't pre-qualified for a loan yet in order to see how much you can afford when it comes to buying your home, you can work backwards instead. By plugging in certain information, such as the cost of the home, how much the interest rate on the loan is likely to be, and how much you will pay as a down payment, you can determine how much your income will need to be to qualify for the mortgage loan on the home you love.

For example, if the home you are looking at costs \$176,000.00 and you plan to put \$0.00 down on a 30 year loan with a 6.750% interest rate, your total payment on the principal and interest will be \$1,141.53. If your annual property taxes are \$3,000.00 and your annual insurance is \$1,500.00, that will bring **your total monthly payment to \$1,589.87**. With a monthly payment of this amount, **your total gross monthly income will need to be at least \$5,299.55** in order to qualify for the loan.

Estimated front and back ratios help you to limit your housing and necessary living spending.

Front ratio is a percentage of your gross income that you can spend on all housing related expenses, including property taxes and insurance. Back ratio is a percentage of your gross income that you can spend on your housing expenses plus cost of shelter: food, clothes, gas, etc.

Front / back ratios with values of 28-33 / 36-42 considered conservative these days, values bigger than 35 / 45 called aggressive and not recommended for use.

Financial Analysis ([Switch to Plain English](#))

Monthly Principal & Interests	\$1,141.53
Monthly Real Estate Taxes	\$250.00
Monthly Insurance	\$125.00
Loan To Value Ratio	100.00%
Months With PMI	149
Monthly PMI	\$73.33
Total Monthly Payments	\$1,589.87
Allowable Debt Payments	\$883.26
Required Income	\$5,299.55

SEE SOURCE PROVIDED FROM FHA GOVERNMENT LOANS ON PAGE 1.

Parcel : 65-01024 **Assessor : 28-012-045.Z**
Address : 7346 HILL AVE REAR HOLLAND OH 43528

Payments

[Print](#)

Year - Half	Date Paid	Batch #	Seq #	Payment	Total
2007-1	01/03/2008	11-07	66	214.69	214.69
2006-2	02/21/2007	11-08	393	237.58	237.58
2005-2	07/18/2006	11-08	762	300.00	300
2004-2	07/18/2005	11-09	3437	200.51	200.51
2004-1	01/14/2005	11-09	3139	200.51	200.51

Disclaimer

Parcel : 65-01024 **Assessor : 28-012-045.Z**
 Address : 7346 HILL AVE REAR HOLLAND OH 43528

Prior Taxes Current Taxes  Please Select a tax year to view : 2008 

VALUES	35% Assessed	35% Roll	CAUV Savings :	
Land :	3,710	0	Reduced Value :	0
Building :	0	0	Recoupment :	0.00
Totals :	3,710	0		
FIRST HALF			SECOND HALF	
Homestead Reduction :		0.00	Homestead Reduction :	0.00
Net General :		100.73	Net General :	201.46
Prior General :		108.53	Adjustments Gen. :	0.00
Adjustments Gen. :		0.00	1st Half Penalty - General :	10.07
Net Special :		0.43	Net Special :	0.86
Prior Special :		0.51	Adjustments Sp. :	0.00
1st Half Tax Due :		210.20	1st Half Penalty - Special :	0.04
1st Half Tax Collected :		0.00	2nd Half Tax Due :	321.47
Unpaid At 1st Half Close :		210.20	2nd Half Tax Collected :	0.00
			Unpaid At 2nd Half Close :	321.47
			2nd Half Penalty - General :	21.15
			August Interest - General :	3.61
			2nd Half Penalty - Special :	0.09
			August Interest - Special :	0.02
			End Of Year Balance :	346.34

Disclaimer

Parcel : 65-01024 **Assessor : 28-012-045.Z**
 Address : 7346 HILL AVE REAR HOLLAND OH 43528

Prior Taxes Current Taxes  Please Select a tax year to view : 2007 

VALUES	35% Assessed	35% Roll	CAUV Savings :	
Land :	3,710	0	Reduced Value :	0
Building :	0	0	Recoupment :	0.00
Totals :	3,710	0		
FIRST HALF			SECOND HALF	
Homestead Reduction :	0.00		Homestead Reduction :	0.00
Net General :	96.10		Net General :	96.10
Prior General :	0.00		Adjustments Gen. :	0.00
Adjustments Gen. :	0.00		1st Half Penalty - General :	0.00
Net Special :	0.45		Net Special :	0.45
Prior Special :	0.00		Adjustments Sp. :	0.00
1st Half Tax Due :	214.69		1st Half Penalty - Special :	0.00
1st Half Tax Collected :	214.69		2nd Half Tax Due :	96.55
Unpaid At 1st Half Close :	0.00		2nd Half Tax Collected :	0.00
			Unpaid At 2nd Half Close :	96.55
			2nd Half Penalty - General :	9.61
			August Interest - General :	0.00
			2nd Half Penalty - Special :	0.05
			August Interest - Special :	0.00
			End Of Year Balance :	106.21

Disclaimer