

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

Joni Cox-Tanner and Charles Tanner
Creditors/Defendants

FILED
JACKSONVILLE, FLORIDA

MAR 17 2011

VS.

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

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

_____)
(i) REQUEST FOR REVIEW OF DOCUMENTATION BY THE SAID COURT PERTAINING TO CLAIM NUMBER 2621. (ii) INSPECTION OF DOCUMENTATION THEREOF VERIFYING SERVICING FRAUD, 12 USC 2605; AND WIRING FRAUD, 18 USC 1343. (iii) PROOF DEMONSTRATING THE ACTUAL FRAUD UPON THE VICTIMS IN THIS COURT CAUSED DELIBERATELY BY THE DEBTORS AND EMPLOYEES OF DEBTORS. FRAUD, OF WHICH OCCURRED AT LEAST 90 DAYS PRIOR TO THE DEBTOR(S) FILING PETITION DATE IN SAID COURT FOR CHAPTER 11

Comes now Joni Cox-Tanner and Charles Tanner, Homeowners and Defendants seeking a request by said court on behalf of Defendant to review pertinent information related to claim number 2621. According to Florida statute 90, a creditor has the right to request any documentation in original format. Unfortunately that has not transpired either via Debtor or Servicer on behalf of Creditors.

Said loan was closed on August 24, 2007 with two separate deeds of trust. There are two separate Lender agreements which one (1) state that "AmeriMortgage" served as Lender and Agreement two (2) states "Taylor Bean and Whitaker" serves as lender and MERS as holder of loan for servicing rights. Original loan amount was for \$184,000.00. In January of 2008 we began having problems with alleged said "Lender" Taylor Bean and Whitaker when they stated we did not pay a draft out of our account. The draft was never taken. We attempted to send a check; it was not cashed, nor deposited, sent back. It was not until June of 2008 when we were contacted by Rico D. Elijah in Loss Mitigation with Taylor Bean and Whitaker. Mr. Elijah demanded we wire via Western Union \$3,500.00 and placed us on a repayment plan, which we could not afford. We requested a modification, he stated "the Lenders Attorneys said this is the best they can do" in no specific in fact wording. As per letter dated June 18, 2008 you will find in writing where we were instructed to sign copies and fax back the same day. You will also see the amounts expected to pay back owed amounts for one year. We made three payments and all are posted on Western Union letter dated October 26, 2010. On payment history attachment you will notice a payment made in 02/09 but not applied. The amount states the payment is for 05/08 not 02/09. We made payments on 06/27/08 for \$3500.00, a wire payment on 07/25/08 for \$2,537.26 as well as 09/04/08 for \$2,537.26. The elements of wire fraud require the use of an interstate telephone call or electronic communication made in furtherance of the scheme please refer to the case of *The United States v. Frisco*, 65F 3d 576, 583 (7th Cir. 1995).

- (1) That the defendant voluntarily and intentionally devised or participated in a scheme to defraud another out of money.
- (2) That the defendant did so with the intent to defraud.
- (3) That it was reasonably foreseeable that the interstate wire communications would be used; and
- (4) That the interstate wire communications were in fact used.

By late March 2009, we were contacted by a fraudulent company named USAMortgage Aid out of Santa Ana California to assist us with a modification, stating they would help us lower our monthly payments. We had to pay the company \$1,500.00. There are statutes providing protection from these schemes, however, creditor does not have time to further

research the relationship between the debtors and USAMortgage Aid. Instead of utilizing our current pay stubs, they utilized the previous year's income tax return which included my full time salary of \$40,000.00 prior to becoming ill and leaving the position. Their staff stated they had to utilize the tax return due to their policy.

On November 1, 2008, Charles Tanner and Joni Cox signed in witness of Susan Buck, notary of Texas and Melissa Nay, Midland Police Department and neighbor, the modification which went into effect and payments began on December 1, 2008. Payments were not posted and thus when said companies in said court were raided by the FBI in June of 2009, Erla Carter Shaw signed as VP for TB&W (She now works for a commingled company, Five Brothers, which also has a claim filed for monetary damages), Elizabeth A. Dailey signed as a MERS representative on our modification, (however, Ms. Dailey has filed a claim against TBW, HAM and REO for the WARN ACT and is requesting salary due to her as well as pension plan money). Please find attached modification which verifies the signatures. MERS was assigned the servicing processing of our loan. According to 17 CFR § 229.1122 compliance with applicable servicing criteria the cash collection and administration payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing account no more than two business days of receipt, or such other number of days specified in the transaction agreements. Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel. Advances of funds are guaranteed regarding collections, cash flows are distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in transaction agreements. The related accounts for the transaction, gives cash reserves accounts for accounts established as a form of over collateralization, are separately maintained (e.g., with respect to comingling of cash) as set forth in the transaction agreements. Reconciliations are prepared on a monthly basis for all assets backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations;

- (a) Are mathematically accurate
- (b) are prepared within 30 calendar days after the bank statements cutoff date, or such other number of days specified in the transaction agreements

- (c) are reviewed and approved by someone other than the person who prepares the reconciliation; and
- (d) Contain explanations for reconciling items. These reconciling items are revolved within ninety calendar days of their original identification, are such other number of days specified in the transaction agreement. Changes with respect to the term or status of an obligors pool asset (e.g., loan modifications are re-aging) are made, reviewed and approved by authorized personnel in accordance with transaction agreements and related pool asset documents. The actual modification was posted in Midland County court on June 18, 2009 by Loss Mitigation Employee Eric Whitelow and requested sending said instrument to Eric Whitelow at First American Services Division Special Default Services Division P.O. Box 27670, Santa Ana CA 92799-9991. We were made to sign three copies and fed ex back two. Our copy stated "Return to Taylor Bean and Whitaker, Loss Mitigation, Eric Whitelow". On the copy provided by the county clerk in Midland County court, it states Mr. Whitelow as an employee of only First American Services Division. Eric Whitelow and First American Title are considered Parallel Entities to TBW: A long-standing company experiences financial problems. Insiders of the company create a new business in the same industry just prior to or soon after the bankruptcy filing. In some cases, the debtor sells some of its assets to the new entity for a fraction of their value just prior to the bankruptcy. The non-debtor entity is usually not disclosed. The insiders operate the debtor until they have successfully transferred the debtor's inventory, receivables, customers and goodwill to the new company. In addition, the insiders may use the debtor to purchase goods and documents such as the schedules and statement of financial affairs. On a copy provided by FDIC and Roundpoint, the information was removed regarding First American Services Division and has the return to "Taylor Bean and Whitaker, Loss Mitigation", not Eric Whitelow. As per request to Roundpoint on two separate occasions via qualified written statements in December of 2009 and January of 2010, our payment record was requested for the entire loan which began in 2007. They provided the loan amount beginning with the falsified modification in June of 2009. They do show payment of incorrect amount for March of 2009 only. The original amount of our loan shown on the modification was 190,460.00, when in actuality it should have been 184,000.00. No payments were ever

applied to our loan. MERS provided a statement showing no past payment history, only an amount which started from the modification filed on June 18, 2009. Roundpoint also provided the payment history beginning in 2009-2010, and refused to provide 2007 and 2008. Payments of pool assets, including any payoff, made in accordance with the related pool asset documents are posted to the applicable servicer obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated in principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents. The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance. Everyone has refused to accept the truth of what horrendous acts of terror have been utilized against American citizens over the greed from the Mortgage Fraud. All previous records were meant to be lost. However, fortunately for our case, we obtained records and have proof of the trail of fraud. Records documenting collection efforts are to be maintained during the period of pool asset is delinquent in accordance with transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entities activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans and cases where delinquency is deemed temporary (e.g., illness or unemployment).

Joni Cox-Tanner will state under oath that attached documentation provided to said court will determine acts associated with fraud. Title 18, Part 1, Chapter 63 § 1346. Definition of "scheme or artifice to defraud". For the purposes of this Chapter, the term "scheme or artifice to defraud" includes a scheme or artifice to deprive another of the intangible rights of honest services. In recent objection produced by Edward J. Peterson, the statement of fact was that Taylor Bean and Whitaker was the Lender of our loan and not Home American Mortgage. With due respect, it can be easily assumed that much confusion has been linked with this specific loan. The names associated are relatively similar and if not an expert in these manners, one would assume an easy misinterpretation. It was not stated that any other Lender held our loan, only Taylor Bean and Whitaker. According to claims filed by Employees attached, their filing is for all three entities and businesses associated with said

case. As a person who has been defrauded, I would think it necessary for our claim to be representative of the employees involved with the scheming plans.

According to the consumer protection act, the Dodd Frank act and the TARP consumer protection committee, the Federal Government as well as the Judicial system has the obligation and authority to stop fraud of financial institutions including bankruptcy schemes to benefit from monetary gains according to 18 USC § 157 states: Where the bankruptcy system is used in any way to aid the fraud. In many investor fraud cases, the bankruptcy system is used in any way to aid the fraud. In many investor fraud cases, the bankruptcy system is used to complete the fraud, delay the investigation of the scheme and/or to confuse the victims. It prohibits intending to devise a scheme or artifice to defraud and, for purposes of executing or concealing the scheme either (1) filing a bankruptcy petition; (2) filing a document in a bankruptcy proceedings; or (3) making false statements, claim, or promise (a) in relationship to a bankruptcy proceeding either before or after the filing of the petition or (b) in relation to a proceeding falsely asserted to be pending under the bankruptcy code.

Bonuses and dividends are not restrained including to Managers, et al of Chapter 11 Bankruptcy companies, there is no protection of consumers. Managers, et al of such Organizations do not act in the best interest of the said Company but rather have their own agendas for self-wealth. There is a lack of assistance in Bankruptcy Court to homeowners and they assist companies to push to “dump” assets without utilizing a truthful modification program.

Most residential backed securities are counted as write offs when a company files for chapter 11 bankruptcy. But, the companies are allowed to re sell assets which do not show on balance sheets. Their make belief balance sheets created for the innocent creditors is placed on credit reports in support of continuing their scheme of ruining lives and harassing and forcing huge payment requests which are unattainable, which they are aware of.

According to the Treasury Department’s consumer protection committee, companies are distorting mortgage amounts and there are no national standards which exploits consumers.

Companies have too much money and are utilizing their political connections to get what they want from the Federal Government as well as the Judicial System. Managers, et al of such companies are paid in excess and are not exposed.

The government and judicial systems focus should have been to assist consumers and not the financial institutions. Banks and Mortgage Companies were given gifts in generous amounts on generous conditions, forcing ordinary people to fend for themselves.

We, creditors and homeowners continue to request the following from Debtors and Debtors Attorneys:

1. The full name and address and phone number of the current holder of this debt including the name and address and phone number of any trustee or other fiduciary. This request is being made pursuant to section 1641(f)(2) of the Truth in Lending Act, which requires the Servicer to identify the holder of the debt.
2. A copy of any mortgage Pooling and Servicing Agreement and all Disclosure statements provided to any investors with respect to any mortgage-backed security trust or other special purpose vehicle related to the said Agreement and any and all Amendments and Supplements thereto.
3. If a copy of the Pooling and Servicing Agreement has been filed with the SEC, provide a copy of SEC Form 8K and the Prospectus Supplement, SEC Form 424b5.

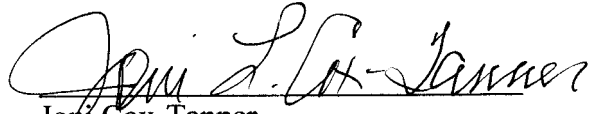
In lieu of information provided to this court on behalf of Taylor Bean and Whitaker, et al and other servicers and employees, it is clear there was a failure to comply with the provisions of regulations and shall be liable to the borrower for each such failure. Whoever fails to comply and damages to the creditor are found as a result of negligence on behalf of the lender, servicer, and court, in the case of a pattern of noncompliance with the requirements will be defined by what the court should allow. Note: there are itemized attachments to coincide with each defined document and individual included in any and all statements. Please find an itemized list of costs associated with this case and claim.

Debtor should also be advised that Homeowners/Creditors will seek the recovery of damages, costs, and reasonable legal fees for each failure to comply with the questions and requests herein. I also reserve the right to seek statutory damages for each violation of any part of section 2605 of title 12 of the United States Code.

Revocation of the confirmation order is an undoing or cancellation of the confirmation of a plan. A request for revocation of confirmation, if made at all, must be made by a party in interest within 180 days of confirmation. The court, after notice and hearing, may revoke a confirmation order "if and only if the [confirmation] order was procured by fraud." 11 U.S.C. § 1144.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via e-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 e-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.



Joni Cox-Tanner
2403 Terrace Ave.
Midland, TX 79705
(432) 349-3006

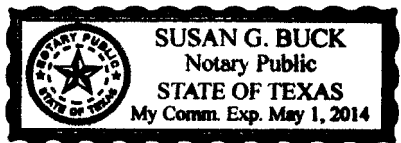


Charles Tanner
2403 Terrace Ave.
Midland, TX 79705

AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 16th day of March, 2011, by Joni Cox-Tanner and Charles Tanner in the capacity stated therein.



Susan G. Buck
Notary Public, State of Texas

CREDITOR CLAIM NUMBER 2621

<u>DATE</u>	<u>EXPENSE</u>	<u>AMOUNT DUE</u>
March 2008	62 hours @ \$25.00/hour	\$1,550.00
April 2008	62 hours @ \$25.00/hour	\$1,550.00
May 2008	62 hours @ \$25.00/hour	\$1,550.00
June 2008	62 hours @ \$25.00/hour	\$1,550.00
July 2008	62 hours @ \$25.00/hour	\$1,550.00
August 2008	62 hours @ \$25.00/hour	\$1,550.00
September 2008	62 hours @ \$25.00/hour	\$1,550.00
October 2008	62 hours @ \$25.00/hour	\$1,550.00
November 2008	62 hours @ \$25.00/hour	\$1,550.00
December 2008	62 hours @ \$25.00/hour	\$1,550.00
January 2009	62 hours @ \$25.00/hour	\$1,550.00
February 2009	62 hours @ \$25.00/hour	\$1,550.00
March 2009	62 hours @ \$25.00/hour	\$1,550.00
April 2009	62 hours @ \$25.00/hour	\$1,550.00
May 2009	62 hours @ \$25.00/hour	\$1,550.00
June 2009	62 hours @ \$25.00/hour	\$1,550.00
July 2009	62 hours @ \$25.00/hour	\$1,550.00
August 2009	62 hours @ \$25.00/hour	\$1,550.00
September 2009	62 hours @ \$25.00/hour	\$1,550.00
November 2009	62 hours @ \$25.00/hour	\$1,550.00
November 2009	Travel to Florida - Court	\$1,800.00
December 2009	62 hours @ \$25.00/hour	\$1,550.00
January 2010	62 hours @ \$25.00/hour	\$1,550.00
February 2010	62 hours @ \$25.00/hour	\$1,550.00
March 2010	62 hours @ \$25.00/hour	\$1,550.00
April 2010	62 hours @ \$25.00/hour	\$1,550.00
May 2010	62 hours @ \$25.00/hour	\$1,550.00
June 2010	62 hours @ \$25.00/hour	\$1,550.00
July 2010	62 hours @ \$25.00/hour	\$1,550.00
August 2010	62 hours @ \$25.00/hour	\$1,550.00
September 2010	62 hours @ \$25.00/hour	\$1,550.00
November 2010	62 hours @ \$25.00/hour	\$1,550.00
December 2010	62 hours @ \$25.00/hour	\$1,550.00
January 2011	62 hours @ \$25.00/hour	\$1,550.00
February 2011	62 hours @ \$25.00/hour	\$1,550.00
March 2011	62 hours @ \$25.00/hour	\$1,550.00

DATES OF EXPENSES	MISC EXPENSES	AMOUNT DUE
March 2008-March 2011	Documents, Research, Notary, Fed Ex, Postage, Phone, Internet, Office Supplies @ \$550.00/month @ 25 months	\$13,750.00
June 2008	Repayment Plan	\$3,500.00 + \$50.00 fee
July 2008	Repayment Plan	\$2,537.26 + \$50.00 fee
August 2008	Repayment Plan	\$2,537.26 + \$50.00 fee
May 2008	USA Mortgage Aid/Modification	\$1,500.00
December 2008	Payment	\$1839.70
January 2009	Payment	\$1839.70
February 2009	Payment	\$1839.70
March 2009	Payment	\$1839.70 - \$1,500.00 deducted from balance on behalf of Roundpoint in review of Suspense Account = \$339.70
April 2009	Application for HAMP Modification fax, fed ex, phone, notary etc.	\$100.00
April 2009-April 2011	Payments	\$44,152.80
September 2007-March 2009	Forced Insurance-1.5 years	\$7,000.00
Inflated Payoff Amount		\$197,700.00
	Total through March 2011	\$507,975.82

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

FILED
JACKSONVILLE, FLORIDA

FEB 15 2011

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

Joni Cox-Tanner

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

**REQUEST FOR AMENDMENT AND MODIFICATION OF CLAIM NUMBER 2621 TO
BE REPRESENTATIVE OF CLAIM NUMBER 2729, LOSS MITIGATION EMPLOYEE
FOR TAYLOR BEAN AND WHITAKER, HOME AMERICAN MORTGAGE, INC.
AND REO SPECIALTIES, LLC, RICO D. ELIJAH.**

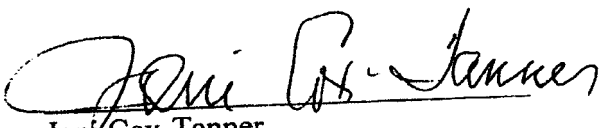
Comes now Joni Cox-Tanner, Homeowner and Defendant seeking a request by said court on behalf of Defendant to modify and amend said claim number 2621 to be representative of claim number 2729, loss mitigation employee for above referenced case numbers. Due to future evidence to be provided to court on behalf of defendant, claim needs to be changed to reflect the three Debtors, Taylor Bean and Whitaker. REO Specialties, LLC and Home American Mortgage, Inc. and to dismiss other listed name(s) on claim.

Joni Cox-Tanner and Charles Tanner request that the amount listed on said claim should be amended and open-ended to reflect the hearing on evidence provided by and on behalf of Homeowners Joni Cox-Tanner and Charles Tanner, respectfully. As well, an additional cause of claim other than the Truth In Lending Act shall be requested to represent "Unfair and Deceptive

Mortgage Loan Servicing" FD CPA, 15 U.S.C. §§ 1601- 1692, and RESPA 12 U.S.C. § 2605(e).
See *United States v. Fairbanks Capital Corp.*, No. SACV 04-549.

CERTIFICATE OF SERVICE

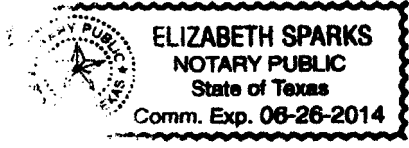
I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via mail to:
Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice
Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL. 32801 and served to
via mail to: Edward J. Peterson,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

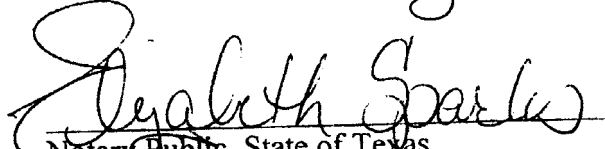

Joni Cox-Tanner
2403 Terrace Ave.
Midland, TX 79705
(432) 349-3006

AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 14th day of February, 2011, by
Joni Cox-Tanner in the capacity stated therein.




Notary Public, State of Texas

B10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION **PROOF OF CLAIM**

Name of Debtor: Taylor, Bean & Whitaker Mortgage REO Specialists, LLC Home America Mortgage, Inc. Case Number: 3:09-bk-07047-JAF; 3:09-bk-10022-JAF; 3:09-bk-10023-JAF

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. §512.

Name of Creditor (the person or other entity to whom the debtor owes money of Jacksonville, Florida)
Rico D. Elijah

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
Jack A. Ruisner, Esq.
René S. Roupinian, Esq.
OUTTEN & GOLDEN LLP
3 Park Avenue, 29th Floor
New York, NY 10016
Telephone number:
212-245-1000

JUN 14 2010
CLERK, U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number: _____

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
 Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$11,550.00
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.
"Priority Claim, see item 5."

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2. Basis for Claim: 60 days' wages and benefits as a result of the Debtor's violation of the WARN Act, 29 USC § 2101 et. seq.
* The claim is being filed in all 3 estates and duplicative claims will be withdrawn after the relevant employer has been determined.
* By filing this proof of claim, the creditor, a former employee of the Debtor, neither intends to waive his/her right to pursue or benefit from any WARN claim that is certified as a class action or allowed on a class proof of claim basis, nor waive any entitlement to have his/her WARN claim treated as an administrative expense under Section 503(b). (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
 Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4).
 Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).

3. Last four digits of any number by which creditor identifies debtor: _____
3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe:
Value of Property: \$ _____ Annual Interest Rate: %
Amount of arrearage and other charges as of time case filed included in secured claim,
if any: \$ _____ Basis for perfection: _____
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. §507(a)().

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

Amount entitled to priority:
\$10,950.00
*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date:
6/11/2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number, if different from the address above. Attach copy of power of attorney, if any.
Rene S. Roupinian

FOR COURT USE ONLY
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02729

**Taylor, Bean
& Whitaker**
Mortgage Corporation

1417 North Magnolia Ave
Ocala, Florida 34475-9078
Bus. (513) 612-4483
Fax (513) 826-2883

June 18, 2008

Charles Tanner
Jon Cox
2403 Terrace Avenue
Midland, TX 79705

Loan #1915674

Dear Borrower(s):

Enclosed are two copies of the repayment plan. **Please sign one of the copies and return it within three business days. Without an executed document the repayment plan cannot commence. In addition, it is mandatory that the payments required by the agreement be received on the dates specified and in the amounts required.** If payments are not received on the dates specified collections and/or foreclosure action will resume.

Taylor, Bean & Whitaker Mortgage Corporation is extending this repayment plan in order to help you save your home from possible foreclosure. You are taking a very positive step toward returning your loan to good standing. Any questions concerning this agreement or problems, which develop during the repayment period, must be communicated to us immediately.

If any installments are not made as required, we may cancel the agreement at our option. It may not be possible for us to extend any further relief should the terms of the agreement be broken. After you have signed the agreement, return the original to us and retain the copy for your reference.

We are attempting to collect a debt from you and any information obtained may be used for that purpose.

Sincerely,

Rico D. Elijah
Loss Mitigation Analyst
Taylor, Bean & Whitaker Mortgage Corporation

<u>PAYMENTS DUE IN OUR OFFICE</u>	<u>AMOUNT DUE</u>
Contribution	
[REDACTED]	2537.26
09/27/08	\$ 2537.26
10/27/08	\$ 2537.26
11/27/08	\$ 2537.26
12/27/08	\$ 2537.26
01/27/09	\$ 2537.26
02/27/09	\$ 2537.26
03/27/09	\$ 2537.26
04/27/09	\$ 2537.26
05/27/09	\$ 2537.26

Taylor, Bean & Whitaker Mortgage Corporation may find it necessary to increase your regular monthly payment during this repayment plan to cover escrow disbursements. Please adjust your payments accordingly. This repayment plan includes fees and late charges billed to the account as of the date of this agreement. There may be additional fees or charges due at the conclusion of the repayment period. Regular monthly payments are scheduled to resume with the payment due

06/27/08

Please send your payments to the address below during your repayment period. Please sign the original of this agreement and return it, along with your contribution payment, by 06/27/08. If you have any questions or concerns please contact me at (888)225-2164.

Taylor, Bean, & Whitaker
 1417 N. Magnolia Ave
 Ocala, Florida 34475
 Attn: Loss Mitigation Department.

Sincerely,

Rico D. Elijah
 Loss Mitigation Analyst
 Taylor, Bean & Whitaker Mortgage Corporation

Accepted and agreed this 20th day of JUNE, 2008

[Signature]
 [REDACTED]
 Joni Cox





October 26, 2010

CHARLES TANNER
2403 TERRACE
MIDLAND, TX 79705

Dear CHARLES TANNER,

Thank you for contacting Western Union to request confirmation of a money transfer that was sent using our services. This letter confirms you sent the following Quick Collect money transfer:

Company Name	TAYLOR BEAN AND WHITAKER
Code City/State:	ZTBWMORTGAGE IA
Account Number	0001915674

<u>MTCN</u>	<u>Date</u>	<u>Amount Sent</u>	<u>Status</u>	<u>Seq. #</u>	<u>Acknowledged</u>
4421712738	06/27/08	3500.00 USD	Paid	21198	06/30/08 08:04:41 AM
5866202891	07/25/08	2537.26 USD	Paid	22191	07/28/08 08:02:21 AM
3865572656	09/04/08	2537.26 USD	Paid	23923	09/04/08 13:23:56 PM

If you have any questions, please feel free to contact a customer service representative at 1-800-325-6000.

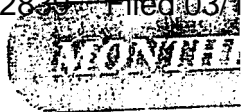
Sincerely,

Quick Collect Customer Service
Offline Department

7 FILE COPY



1417 North Magnolia Avenue
 Ocala, Florida 34475
 888 225-2164



Charles Tanner & Joni Cox
 2403 Terrace Avenue
 Midland, TX 79705

General Billing info:

Statement Date: 02/10/2009
 Loan Number: 1915674
 Interest Rate: 6.500%
 Payment Due Date: 05/01/2008
 Regular Monthly Payment: \$1,741.58
 Total Payment(s) Due: \$19,157.38
 Unpaid Late Charges: \$69.66
 Unpaid NSF Fees: \$15.00
 Other Unpaid Fees/Charges: \$0.00
 Total Due: \$19,242.04

Account Balances:

Principal Bal. on 02/10/2009 \$189,234.98
 Escrow Bal. on 02/10/2009 \$-5,261.95
 Interest Paid Year to Date \$0.00
 Taxes Paid Year to Date \$0.00
 Insurance Paid Year to Date \$0.00
 Late Charges Paid Year to Date \$0.00

Recent Activity:

Date	Description	Principal Amount	Interest Amount	Escrow Amount	Other Funds	Late Charge	Total
01/12/2009	Unapplied Payment	\$0.00	\$0.00	\$0.00	\$1,839.70	\$0.00	\$1,839.70
02/05/2009	Escrow Disbursement FHA Premium Reconciliation Group	\$0.00	\$0.00	\$-76.89	\$0.00	\$0.00	\$-76.89

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: State Farm Insurance
 Ins Policy No.: 84 UP 0687 5

The TB&W Customer Relations Call Center will be closed on
 Monday, February 16, 2009.
 Access your account information anytime at www.taylorbean.com.

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.

Loan #: 1915674

Property Address:
 2403 Terrace Avenue
 Midland, TX 79705

Customer:
 Charles Tanner & Joni Cox
 2403 Terrace Avenue
 Midland, TX 79705

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

PAYMENT DUE DATE: 05/01/2008
 Regular Monthly Payment: \$1,741.58
 Total Amount Due: \$19,242.04
 Amount Due if Received After 03/16/2009: \$19,311.70



Please allow 7-14 days for delivery via mail.
 You currently have \$69.66 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

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

PROOF OF CLAIM

8 FILE COPY

In re:
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Case Number:
3:09-bk-07047-JAF

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name of Creditor and Address: the person or other entity to whom the debtor owes money or property. If necessary, please cross out pre-printed address and write in change of address.

CLAIM FILED
JACKSONVILLE, FLORIDA

FIRST AMERICAN CORELOGIC
4 FIRST AMERICAN WAY
SANTA ANA, CA 92707

21836930021880

JUN 14 2010

Attn: *Laura Chehak*

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

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number *(714) 250-5960*

Check box if address is where Notice is to be sent.

Name and address where payment should be sent (if different from above):

Check this box if you are the debtor or trustee in this case.

Check this box to indicate that this claim amends a previously filed claim.
Claim Number (if known):
Filed on:

Payment Telephone Number ()

1. AMOUNT OF CLAIM AS OF DATE CASE FILED *\$506,728.01* *see statement attached*

If all or part of your claim is secured, complete item 4 below; however, if all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM:

licensed goods

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

350 1045
3a. Debtor may have scheduled account as: *1045A*

4. SECURED CLAIM (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Secured Claim Amount: \$ _____ DO NOT include the priority portion of your claim here.

Unsecured Claim Amount: \$ _____

Nature of property or right of setoff:

Describe:

Real Estate Motor Vehicle Other _____

Amount of arrearage and other charges as of time case filed included in secured claim.

Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____

5. PRIORITY CLAIM

Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Unsecured Priority Claim Amount: \$ _____

Include ONLY the priority portion of your unsecured claim here.

You MUST specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

- Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).

* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain.

DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice).

THIS SPACE FOR COURT USE ONLY

By Regular Mail to:
BMC Group, Inc.
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing
PO Box 3020
Chanhassen, MN 55317-3020

By Hand, Courier, Or Overnight Delivery to:
BMC Group, Inc.
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Prt
18750 Lake Drive East
Chanhassen, MN 55317

T. B & W Mortgage Corp.
02637

DATE: _____ SIGNATURE: The person filing this claim must sign it. Sign and print name and title, the name and title of the person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Taylor, Bean & Whitaker Loan 1915674
FHA Case Number: 4943324803
MERS MIN: 100029500019156748

4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 6.5000% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower(s) is/are obligated to make under the Security Instrument.
6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower(s) and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were part of this Modification. [Check applicable box(es)]

() 1-4 Family Rider - Assignment of Rents
(X) Modification Due on Transfer Rider

Taylor, Bean & Whitaker Loan: 1915874
FHA Case Number 4943324803
MERS MIN: 100029500019158748

[To be signed by all Borrower(s), endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

11/10/08
Date

11/10/08
Date

Date

Date

(Two witnesses required for Borrower(s))
(One may be the Notary)

4/7/09
Date

(Corporate Seal is Required)



[Signature] (Seal)
Charles Tanner, Borrower

[Signature] (Seal)
Joni Cox, Borrower

Borrower (Seal)

Borrower (Seal)

Susan Downey Buck
Witness

[Signature]
Witness

Taylor, Bean & Whitaker Mortgage Corporation

Lender

By: [Signature]
Eric Carter-Shaw

Its: Executive Vice President

By: Elizabeth A. Dailey
Elizabeth A. Dailey
Mortgage Electronic Registration Systems, Inc.

[Signature] Witness

[Signature] Witness

[See Attached Acknowledgments]

13 FILE COPY

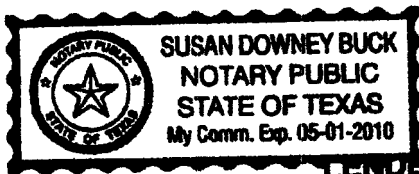
BORROWER ACKNOWLEDGMENT

State of: TEXAS
County of: MIDLAND

Before me, a Notary Public, in and for said County, personally appeared the above named Charles Tanner and Joni Cox who is personally known to me or who has produced (PERSONAL KNOWLEDGE) [type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at this 10th day of NOVEMBER, 2008 [date]

(Notary Seal is Required) Susan Downey Buck (Signature)



Notary Public, state of: TEXAS
My Commission Expires: 5/1/2010

LENDER ACKNOWLEDGMENT

State of: Florida
County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Eria Carter-Shaw, the Executive Vice President of Taylor, Bean & Whitaker Mortgage Corporation, known to me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at this 7th day of April 2009 [date]

(Notary Seal is Required)

[Signature] (Signature)
Notary Public, state of: _____
My Commission Expires: 7/5/10

14 FILE COPY

B10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE

Name of Debtor: Taylor, Bean & Whitaker Mortgage REO Specialists, LLC Home America Mortgage, Inc.

Case Number: 3:09-bk-07047-JAF; 3:09-bk-10022-JAF; 3:09-bk-10023-JAF

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Elizabeth A Dailey

CLAIM FILED

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: Jack A. Raisner, Esq. René S. Roupinian, Esq. OUTTEN & GOLDEN LLP 3 Park Avenue, 29th Floor New York, NY 10016 Telephone number: 212-245-1000

JUN 15 2010

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

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above): Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$11,301.37
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.
"Priority Claim, see item 5."

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2. Basis for Claim: 60 days' wages and benefits as a result of the Debtor's violation of the WARN Act, 29 USC § 2101 et. seq.
* The claim is being filed in all 3 estates and duplicative claims will be withdrawn after the relevant employer has been determined.
* By filing this proof of claim, the creditor, a former employee of the Debtor, neither intends to waive his/her right to pursue or benefit from any WARN claim that is certified as a class action or allowed on a class proof of claim basis, nor waive any entitlement to have his/her WARN claim treated as an administrative expense under Section 503(b). (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
 Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3. Last four digits of any number by which creditor identifies debtor:
3a. Debtor may have scheduled account as:

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:
Value of Property: \$ Annual Interest Rate %
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection:
Amount of Secured Claim: \$ Amount Unsecured: \$

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

Amount entitled to priority:

\$10,950.00

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 6/15/2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the other person authorized to file this claim and state address and telephone number if different from address above. Attach copy of power of attorney, if any.

Rene S. Roupinian

Rene S. Roupinian, Attorney

FOR COURT USE ONLY T, B & W Mortgage Corp.



Scanned: 6/15/2010 3:04:41 PM

STANDARD GUARANTY INSURANCE COMPANY

PO BOX 50355, ATLANTA, GA 30302
A Stock Insurance Company

LAPSE NUMBER:

COMPANY USE	
Major	PMS
05957	G290001

LAPSE NOTICE

15 FILE COPY

ADDITIONAL INSURED (MORTGAGOR) - Name and Address
CHARLES TANNER
JONI COX
2403 TERR AVE
MIDLAND, TX 79705

NAMED INSURED (MORTGAGEE) - Name and Address
NATIONSTAR MORTGAGE LLC
ITS SUCCESSORS AND/OR ASSIGNS.
P.O. BOX 7729
SPRINGFIELD, OH 45501-7729

LOAN NUMBER: 0596660146-011D

COVERAGE PERIOD: 60 DAYS					Described Location
EFFECTIVE TIME: 12:01 a.m.					2403 TERRACE AVE MIDLAND, TX 79705
INCEPTION:	Mo	Day	Yr.	Coverage Amount	
	11/12/2010			\$197,809	
EXPIRATION:	01/11/2011			Annual Premium *	
				\$4,101.99	

* This amount may include state required assessments, surcharges, taxes and fees.

At the request of your mortgage servicer, STANDARD GUARANTY INSURANCE COMPANY has issued temporary coverage in the form of a Lapse Notice for the period shown above. This Lapse Notice covers the described property for risks of direct loss subject to the terms, conditions and limitations of the policy in current use by us.

This policy only covers buildings and structures. It does not cover your contents or personal property, nor does it provide you with liability coverage.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

AGENT NAME AND ADDRESS:

Laurie J Potter
TrackSure Insurance Agency, Inc.
2677 N. Main St., #600
Santa Ana, Ca 92705
License #1311724

CLAIMS INFORMATION ONLY
1-800-326-7781

ALL OTHER INQUIRIES
1-866-825-9267

16 FILE COPY

After signing, return to:
Taylor, Bean & Whitaker Mortgage Corp.
Attention: Loss Mitigation Department
1417 N. Magnolia Ave.
Ocala, Florida 34475

Prepared by: Eric Whitelaw

Taylor, Bean, & Whitaker Loan: 1915674
FHA Case Number: 4943324803
MERS M/N: 100029500019156748
MERS Phone: 1-888-878-8377

THIS MODIFICATION AGREEMENT IS TO BE EXECUTED IN DUPLICATE ORIGINALS
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective November 1, 2008, between
Charles Tanner
and Joni Cox

Taylor, Bean & Whitaker Mortgage Corp.
Mortgage Electronic Registration Systems Inc
Taylor Bean and Whitaker Mortgage Corp.
(1) the Mortgage, deed of Trust, Security Deed, Note (the "Note") made by the Borrower and dated August 21, 2007 and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) in the original principal sum of U.S. \$ 190,460.00
and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on August 24, 2007, in Book/Libra n/a
, at page(s) n/a, or Instrument Number 2007-20096
, of the Official Records of Midland County in the State of Texas
[County and state, or other jurisdiction].

The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property") which is located at 2403 Terrace Avenue Midland, Texas 79705 [Property Address].

17 FILE COPY

Taylor, Bean & Whitaker Loan: 1915674
FHA Case Number: 4943324803
MERS M/N: 100029500019156748

That real property is described as follows:

See Attached Exhibit "A"

The Borrower(s) has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower(s) and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower(s) and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower(s) represents that the Borrower(s) is, is not, the occupant of the Property.
2. The Borrower(s) acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of U.S. \$8,164.68 have been added to the indebtedness under the terms of the Note and Security Instrument. As of November 1, 2008, the amount including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$188,398.66.
3. The Borrower(s) promise(s) to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the rate of 6.5000%, beginning November 1, 2008. The Borrower(s) promises to make monthly payment of principal and interest U.S. \$1,270.68, beginning on December 1, 2008, and continuing thereafter on the same date of each succeeding month. If on September 1, 2037, (the "Modified Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower(s) will pay these amounts in full on the Modified Maturity Date. The Borrower(s) will make such payments at Taylor, Bean & Whitaker Mortgage Corp, 1417 N. Magnolia Ave, Ocala, Florida 34475 or at such other place as the Lender may require.

Taylor, Bean & Whitaker Loan: 1915674
FHA Case Number 4843324803
MERS MIN: 100029500019156748

[To be signed by all Borrower(s); endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

11/10/08
Date

11/10/08
Date

Date

Date

[Signature] (Seal)
Charles Tanner, Borrower

[Signature] (Seal)
Joni Cox, Borrower

Borrower (Seal)

Borrower (Seal)

(Two witnesses required for Borrower(s))
(One may be the Notary)

Susan Downey Zuck Witness
Miranda [Signature] Witness

4/7/09
Date

(Corporate Seal is Required)



Taylor, Bean & Whitaker Mortgage Corporation

Lender

By: [Signature]
Eria Carter-Shaw

Its: Executive Vice President

By: Elizabeth A. Dierke
Elizabeth A. Dierke
Mortgage Electronic Registration Systems, Inc.

[Signature] Witness

[Signature] Witness

[See Attached Acknowledgments]

After signing, return to:
Taylor, Bean & Whitaker Mortgage Corp.
Attention: Loss Mitigation Department
1417 N. Magnolia Ave.
Ocala, Florida 34475

Prepared by: Eric Whitelow

Taylor, Bean, & Whitaker Loan: 1915674
FHA Case Number: 4943324803
MERS MIN: 100029500019156748

MERS Phone: 1-888-679-6377

THIS MODIFICATION AGREEMENT IS TO BE EXECUTED IN DUPLICATE ORIGINALS
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective
Charles Tanner
and Joni Cox

November 1, 2008, between

("Borrower(s)" and
("Lender"),

Taylor, Bean & Whitaker Mortgage Corp.
Mortgage Electronic Registration Systems Inc
Taylor Bean and Whitaker Mortgage Corp.

as nominee for
("Mortgagee") amends and supplements

(1) the Mortgage, deed of Trust, Security Deed, Note (the "Note") made by the Borrower and , dated August 21, 2007 and granted or assigned to Mortgage Electronic Registration Systems, Inc, as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) in the original principal sum of U.S. \$ 190,460.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on August 24, 2007 , in Book/Libra n/a , at page(s) n/a , or Instrument Number 2007-20096 , of the Official Records of Midland County in the State of Texas [County and state, or other jurisdiction].

The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property") which is located at 2403 Terrace Avenue Midland, Texas 79705 [Property Address].

Taylor, Bean & Whitaker Loan: 1915674
 FHA Case Number: 4943324803
 MERS MIN: 100029500019156748

That real property is described as follows:

See Attached Exhibit "A"

The Borrower(s) has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower(s) and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower(s) and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower(s) represents that the Borrower(s) () is, () is not, the occupant of the Property.
2. The Borrower(s) acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of U.S. \$9,164.68 have been added to the indebtedness under the terms of the Note and Security Instrument. As of November 1, 2008, the amount including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$198,399.66.
3. The Borrower(s) promise(s) to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the rate of 6.5000%, beginning November 1, 2008. The Borrower(s) promises to make monthly payment of principal and interest U.S. \$1,270.68, beginning on December 1, 2008, and continuing thereafter on the same date of each succeeding month. If on September 1, 2037, (the "Modified Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower(s) will pay these amounts in full on the Modified Maturity Date. The Borrower(s) will make such payments at Taylor, Bean & Whitaker Mortgage Corp, 1417 N. Magnolia Ave, Ocala, Florida 34475 or at such other place as the Lender may require.

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Taylor, Bean & Whitaker Loan 1915674
FHA Case Number: 4943324803
MERS MIN: 100029500019156748

4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 6.5000% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower(s) is/are obligated to make under the Security Instrument.
6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower(s) and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were part of this Modification. [Check applicable box(es)]

 1-4 Family Rider - Assignment of Rents
 Modification Due on Transfer Rider

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Taylor, Bean & Whitaker Loan: 1915674
FHA Case Number 4943324803
MERS MIN: 100029500019156748

[To be signed by all Borrower(s), endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

11/10/08
Date

11/10/08
Date

Date

Date

[Signature]
Charles Tanner Borrower (Seal)

[Signature]
Joni Cook Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

(Two witnesses required for Borrower(s))
(One may be the Notary)

Susan Downey Buck
Witness

Witness

Taylor, Bean & Whitaker Mortgage Corporation

Lender

Date

(Corporate Seal is Required)

By: _____
Erla Carter-Shaw

Its: Executive Vice President

By: _____

Mortgage Electronic Registration Systems, Inc.

Witness

Witness

[See Attached Acknowledgments]

23 FILE COPY

BORROWER ACKNOWLEDGMENT

State of: TEXAS

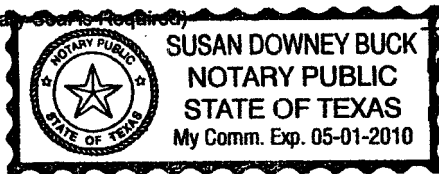
County of: MIDLAND

Before me, a Notary Public, in and for said County, personally appeared the above named
Charles Tanner and Joni Cox

who is personally known to me or who has produced (PERSONAL KNOWLEDGE)
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this 10th day of NOVEMBER, 2008 [date]

(Notary Seal is Required) Susan Downey Buck (Signature)



Notary Public, state of: TEXAS

My Commission Expires: MAY 1, 2010

LENDER ACKNOWLEDGMENT

State of: Florida

County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Erla Carter-Shaw, the Executive Vice President of Taylor, Bean & Whitaker Mortgage Corporation, known to me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this _____ day of _____ [date]

(Notary Seal is Required) _____ (Signature)

Notary Public, state of: _____

My Commission Expires: _____

Taylor, Bean & Whitaker Loan 1915674
FHA Case Number: 4943324803
MERS MIN: 100029500019156748

4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 6.5000% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower(s) is/are obligated to make under the Security Instrument.
6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower(s) and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were part of this Modification. [Check applicable box(es)]

 1-4 Family Rider - Assignment of Rents
 Modification Due on Transfer Rider

BORROWER ACKNOWLEDGMENT

State of: **TEXAS**
County of: **MIDLAND**

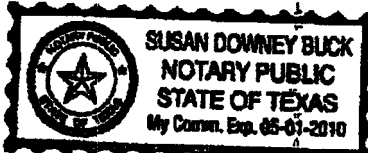
Before me, a Notary Public, in and for said County, personally appeared the above named
Charles Turner and Joel Cox

known to me or who has produced (PERSONAL KNOWLEDGE) who is personally
(Type of identification). Who acknowledged that he/she did sign the foregoing instrument, and that the same is
his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this 10th day of NOVEMBER, 2008 (date)

(Notary Seal is Required)

Susan Downey Buck (Signature)



Notary Public, state of: TEXAS

My Commission Expires: 5/1/2010

LENDER ACKNOWLEDGMENT

State of: Florida
County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Eric Carter-Shaw, the Executive
Vice President of Taylor, Bean & Whitaker Mortgage Corporation,
known to me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same
for the purpose and consideration therein expressed as the act and deed of said corporation/association and in
the capacity therein stated.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this 7th day of April, 2009 (date)

(Notary Seal is Required)

[Signature] (Signature)

Notary Public, state of: FL

My Commission Expires: 7/5/10

Taylor, Bean & Whitaker Loan 1915674
FHA Case Number: 4943324803
MERS MIN: 100029500019156748

MODIFICATION DUE ON TRANSFER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective on November 1, 2008 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Charles Tanner and Joni Cox

(the "Borrower(s)") and Taylor, Bean & Whitaker Mortgage Corporation (the "Lender") covering the Property described in the Loan Modification Agreement located at:

2403 Terrace Avenue Midland, Texas 79705

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower(s) and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower(s) agrees as follows:

Transfer of the Property of a Beneficial Interest in Borrower(s).
If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower(s) is sold or transferred and Borrower(s) is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower(s) must pay all sums secured by the Security Instrument. If Borrower(s) fail(s) to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower(s).

ACKNOWLEDGMENT

State of: Florida

County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Elizabeth A. Dailey, Mortgage Electronic Registration Systems, Inc., known to me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at this 14th day of April 2009 (date)

(Notary Seal is Required)

Mary Massey (Signature)

Notary Public, state of: FL

My Commission Expires: 7/5/10



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Taylor, Bean & Whitaker Loan: 1915674
FHA Case Number 4943324803
MERS MIN: 100029500019156748

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

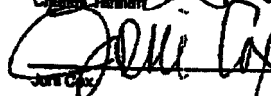
11/10/08
Date

11/10/08
Date

Date

Date

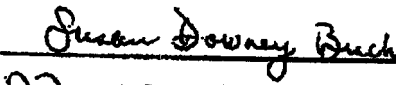

Charles Palmer Borrower (Seal)


Jeff Cox Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

(Two witnesses required for Borrower(s))
(one may be the Notary)


Susan Downey Buch Witness


Murray Witness

4/7/09
Date

Taylor, Bean & Whitaker Mortgage Corporation

Lender

By: 
Eria Carter-Shaw

Its: Executive Vice President

(No witnesses required for Lender)



Community National Bank

One Community Bank

401 W. Texas • P.O. Box 3903 • Midland, TX 79702-3903 • (432) 685-8400

ACCOUNT:
DOCUMENTS:

PAGE: 3
01/15/2009
n

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CHARLES E TANNER

=====

FREE CHECKING ACCOUNT 10122902

=====

- - - - - OTHER DEBITS - - - - -

DESCRIPTION

DATE

AMOUNT

12/27 004064 POS-PURCH BOSS STORE #402 MIDLAND TX

TAYLORBEAN RE PAYMENT 1915674 01/13
01/14 710007 POS-PURCH SAPP BROS - TRUCK STOP COMMERCE.CITY 01/14
CO

1,839.70
5.52

* * * C O N T I N U E D * * *

30 FILE COPY



Process Loans, Not Paperwork™

WWW.MERS
1007492

MIN SUMMARY

100293-0001915674-8	Active (Registered)
203 TERRACE AVENUE	MOM
MIDLAND, TX 79705	First Lien
08/28/2007	
Midland	N
TANNER, CHARLES	XXX-XX-3761
COX, JONI	XXX-XX-2538
664361 XSF	0000000000000000
5190,460.00	08/21/2007
1000373 - FDIC as Receiver for Colonial Bank, effective 8/14/09	
N/A	
1000373 - FDIC as Receiver for Colonial Bank, effective 8/14/09	
1007492 - Roundoff of Mortgage Servicing Corp.	
N/A	
N/A	
N/A	

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REQ BY SHO
 CUSTOMER ACCOUNT ACTIVITY STATEMENT
 DATE 11/05/10
 PAGE 1

CHARLES TANNER
 JONI COX
 2403 TERR AVE
 MIDLAND TX 79705

LOAN NUMBER: 1000119188

CURRENT ACCOUNT INFORMATION					
DATE PAYMENT DUE	TOTAL PAYMENT AMOUNT	PRINCIPAL & INTEREST PAYMENT	LOAN INTEREST RATE	CURRENT PRINCIPAL BALANCE	ESCROW BALANCE
03-01-09	1,808.42	0.00	6.50000	0.00	0.00

ACTIVITY FOR PERIOD 01/01/00 - 11/04/10

PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
10-19-10	03-09	168	REPAY OF ESCROW ADVANCE	
			0.00 0.00 74.90-	74.90 ADVANCE REFUND
10-19-10	03-09	173	PAYMENT	
			74.90 0.00 0.00 74.90	NEW PRINCIPAL/ESCROW BALANCES
09-27-10	03-09	161	ESCROW ADVANCE	
			74.90 0.00 0.00 74.90	
09-27-10	08-11	310	MORTGAGE INSURANCE DISBURSEMENT	
			74.90- 0.00 0.00 74.90-	NEW PRINCIPAL/ESCROW BALANCES
09-24-10	03-09	156	LOAN TRANSFERRED	
			0.00 197,808.42 0.00 10765.76	NEW PRINCIPAL/ESCROW BALANCES
09-24-10	03-09	168	REPAY OF ESCROW ADVANCE	
			0.00 0.00 0.00 10765.76-	10,765.76 ADVANCE REFUND
09-16-10	00-00	631	PROPERTY PRESERVATION	
			15.00 0.00 0.00 0.00	
09-16-10	00-00	631	PROPERTY PRESERVATION	
			3.00 0.00 0.00 0.00	
09-16-10	00-00	631	PROPERTY PRESERVATION	
			15.00 0.00 0.00 0.00	
09-16-10	00-00	631	PROPERTY PRESERVATION	
			4.00 0.00 0.00 0.00	
09-14-10	00-00	631	PROPERTY PRESERVATION	
			15.00 0.00 0.00 0.00	

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REQ BY SHO

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 11/05/10
PAGE 2

CHARLES TANNER
LOAN NUMBER: 1000119188

ACTIVITY FOR PERIOD 01/01/00 - 11/04/10						
PROCESS DATE	DUE DATE	TRANSACTION CODE	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION		
09-13-10	00-00	631	PROPERTY PRESERVATION			
	15.00			0.00	0.00	0.00
09-03-10	03-09	161	ESCROW ADVANCE			
	75.93			0.00	0.00	75.93
09-03-10	08-11	310	MORTGAGE INSURANCE DISBURSEMENT			
	75.93-			0.00	0.00	75.93-
					10765.76-	NEW PRINCIPAL/ESCROW BALANCES
08-05-10	03-09	161	ESCROW ADVANCE			
	75.93			0.00	0.00	75.93
08-05-10	08-10	310	MORTGAGE INSURANCE DISBURSEMENT			
	75.93-			0.00	0.00	75.93-
					10689.83-	NEW PRINCIPAL/ESCROW BALANCES
07-02-10	03-09	161	ESCROW ADVANCE			
	75.93			0.00	0.00	75.93
07-02-10	08-10	310	MORTGAGE INSURANCE DISBURSEMENT			
	75.93-			0.00	0.00	75.93-
					10613.90-	NEW PRINCIPAL/ESCROW BALANCES
06-04-10	03-09	161	ESCROW ADVANCE			
	75.93			0.00	0.00	75.93
06-04-10	08-10	310	MORTGAGE INSURANCE DISBURSEMENT			
	75.93-			0.00	0.00	75.93-
					10537.97-	NEW PRINCIPAL/ESCROW BALANCES
05-05-10	03-09	161	ESCROW ADVANCE			
	75.93			0.00	0.00	75.93
05-05-10	08-10	310	MORTGAGE INSURANCE DISBURSEMENT			
	75.93-			0.00	0.00	75.93-
					10462.04-	NEW PRINCIPAL/ESCROW BALANCES
04-26-10	03-09	161	ESCROW ADVANCE			
	1,848.00			0.00	0.00	1848.00
04-26-10	10-09	355				
	1,848.00-			0.00	0.00	1848.00-
					10386.11-	NEW PRINCIPAL/ESCROW BALANCES
04-23-10	00-00	631	PROPERTY PRESERVATION			
	15.00			0.00	0.00	0.00
04-05-10	03-09	161	ESCROW ADVANCE			
	75.93			0.00	0.00	75.93

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REQ BY SHO

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 11/05/10

PAGE 3

CHARLES TANNER

LOAN NUMBER: 1000119188

PROCESS DATE	DUE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	PERIOD 01/01/00 - 11/04/10	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
04-05-10	08-10	310	MORTGAGE	INSURANCE DISBURSEMENT	
75.93-		0.00	0.00	75.93-	
03-19-10	00-00	631	PROPERTY	PRESERVATION	
15.00		0.00	0.00	0.00	
03-05-10	03-09	161	ESCROW	ADVANCE	
75.93		0.00	0.00	75.93	
03-05-10	08-10	310	MORTGAGE	INSURANCE DISBURSEMENT	
75.93-		0.00	0.00	75.93-	
03-01-10	00-00	631	PROPERTY	PRESERVATION	
15.00		0.00	0.00	0.00	
02-16-10	00-00	601	MISC. CORPORATE	DISBURSEMENT	
7.50		0.00	0.00	0.00	
02-08-10	03-09	168	REPAY OF	ESCROW ADVANCE	
0.00		0.00	0.00	1593.22-	
02-08-10	03-09	173	PAYMENT		1,593.22 ADVANCE REFUND
0.00		0.00	0.00	1593.22	
02-08-10	00-00	745	CORP. ADVANCE	ADJUSTMENT	
9.00-		0.00	0.00	0.00	
02-05-10	03-09	161	ESCROW	ADVANCE	
75.93		0.00	0.00	75.93	
02-05-10	08-10	310	MORTGAGE	INSURANCE DISBURSEMENT	
75.93-		0.00	0.00	75.93-	
02-04-10	03-09	173	PAYMENT		
0.00		0.00	0.00	0.00	
02-04-10	00-00	745	CORP. ADVANCE	ADJUSTMENT	
100.00-		0.00	0.00	0.00	
02-03-10	00-00	631	PROPERTY	PRESERVATION	
15.00		0.00	0.00	0.00	
01-21-10	03-09	161	ESCROW	ADVANCE	
4,134.60		0.00	0.00	4134.60	
					8538.11- NEW PRINCIPAL/ESCROW BALANCES
					8462.18- NEW PRINCIPAL/ESCROW BALANCES
					1,593.22 ADVANCE REFUND
					9.00 *
					1,602.22- SUSPENSE
					8386.25- NEW PRINCIPAL/ESCROW BALANCES
					9979.47- NEW PRINCIPAL/ESCROW BALANCES
					100.00 *
					100.00- SUSPENSE

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REQ BY SHO

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 11/05/10
PAGE 4CHARLES TANNER
LOAN NUMBER: 1000119188

PROCESS DATE	DUE DATE	ACTIVITY FOR PERIOD TRANSACTION CODE	PERIOD 01/01/00 - 11/04/10	TRANSACTION DESCRIPTION	EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT	PRIN. PAID/ BALANCE	INTEREST	ESCROW PAID/ BALANCE	OTHER AMOUNT CODE/DESCRIPTION	
01-21-10 443.07-	12-09 312 0.00	0.00	443.07-		
01-21-10 3,691.53-	01-10 311 0.00	0.00	9903.54-	NEW PRINCIPAL/ESCROW BALANCES	
01-20-10 100.00-	00-00 745 0.00	0.00	9460.47-	NEW PRINCIPAL/ESCROW BALANCES	
01-20-10 100.00	00-00 745 0.00	0.00	0.00		
01-13-10 15.00	00-00 631 0.00	0.00	0.00		
01-05-10 75.93	03-09 161 0.00	0.00	75.93		
01-05-10 75.93-	08-10 310 0.00	0.00	75.93-		
12-18-09 100.00	00-00 633 0.00	0.00	5768.94-	NEW PRINCIPAL/ESCROW BALANCES	
12-11-09 2,301.00	03-09 161 0.00	0.00	0.00		
12-11-09 2,301.00-	08-09 351 0.00	0.00	2301.00		
12-07-09 75.93	03-09 161 0.00	0.00	2301.00-		
12-07-09 75.93-	08-09 310 0.00	0.00	5693.01-	NEW PRINCIPAL/ESCROW BALANCES	
12-07-09 15.00	00-00 631 0.00	0.00	75.93		
11-19-09 1,443.00	03-09 161 0.00	0.00	3392.01-	NEW PRINCIPAL/ESCROW BALANCES	
11-19-09 1,443.00-	10-09 352 0.00	0.00	0.00		
			1443.00		
			1443.00-		
			3316.08-	NEW PRINCIPAL/ESCROW BALANCES	

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REQ BY SHO

CUSTOMER ACCOUNT ACTIVITY STATEMENT

DATE 11/05/10
PAGE 5

CHARLES TANNER
LOAN NUMBER: 1000119188

PROCESS DATE		DUE DATE	ACTIVITY FOR PERIOD 01/01/00 - 11/04/10			EFFECTIVE DATE OF TRANSACTION
TRANSACTION AMOUNT		PRIN. PAID/BALANCE	TRANSACTION CODE	INTEREST	ESCROW PAID/BALANCE	TRANSACTION DESCRIPTION
						OTHER AMOUNT CODE/DESCRIPTION
11-09-09	00-00	745	CORP. ADVANCE ADJUSTMENT	0.00	0.00	
49.00						
11-06-09	00-00	745	CORP. ADVANCE ADJUSTMENT	0.00	0.00	
64.00-						
11-04-09	03-09	161	ESCROW ADVANCE	0.00	305.64	
305.64						
11-04-09	08-09	310	MORTGAGE INSURANCE DISBURSEMENT	0.00	305.64-	
305.64-						
11-04-09	00-00	745	CORP. ADVANCE ADJUSTMENT	0.00	1873.08-	NEW PRINCIPAL/ESCROW BALANCES
64.00						
10-22-09	00-00	631	PROPERTY PRESERVATION	0.00	0.00	
15.00						
10-07-09	03-09	143	ADJUSTMENT	0.00	0.00	
NEW DUE DATE: 03-01-09, OLD DUE DATE: 04-01-09						
09-26-09	04-09	161	ESCROW ADVANCE	0.00	1567.44	
1,567.44						
09-26-09	04-09	170		0.00	1567.44-	
134.78						
09-26-09	04-09	142	LOAN SETUP	0.00	1567.44-	1,702.22 SUSPENSE
0.00						
		197,808.42-			0.00	NEW PRINCIPAL/ESCROW BALANCES
		197,808.42				
09-26-09	09-09	170		3,220.80	0.00	NEW PRINCIPAL/ESCROW BALANCES
3,812.04						
		591.24				NEW PRINCIPAL/ESCROW BALANCES
		0.00				

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Nationstar Mortgage LLC
PAYMENT HISTORY TRANSACTION REPORT

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LOAN NUMBER: UNPAID PRINCIPAL
596660146 197,808.42
Borrower 1: CHARLES TANNER
Borrower 2: JONI COX

PROPERTY ADDRESS:
2403 TERRACE AVE
MIDLAND, TX 79705

MAILING ADDRESS:
2403 TERR AVE
MIDLAND, TX 79705

TRANSACTION NR	DATE	CODE DESCRIPTION	AMOUNT	PRINCIPAL	INTEREST	APPLIED ESCROW	TO FEE PAID	NEXT DUE	AFTER TRANSACTION PRINCIPAL	ESCROW
58	10/18/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
57	10/18/2010	1499LATE FEE ASSESSED	50.83	.00	.00	.00	50.83	3/09	197808.42	.00
56	10/13/2010	1919RECOVER ESCROW ADVANCE	35.70-	.00	.00	35.70-	.00	3/09	197808.42	.00
55	10/13/2010	1530ESCROW DEPOSIT	15.70	.00	.00	15.70	.00	3/09	197808.42	35.70
54	10/13/2010	6226CORP ADV DISB	9.15-	.00	.00	.00	.00	3/09	197808.42	.00
53	10/13/2010	2693ESCROW NOCASH INCREASE	74.90-	.00	.00	74.90-	.00	3/09	197808.42	.00
52	10/13/2010	19 ESCROW ADVANCE	74.90	.00	.00	74.90	.00	3/09	197808.42	74.90
51	10/04/2010	2676CORP ADV NOCASH ADJ	112.00-	.00	.00	.00	.00	3/09	197808.42	.00
50	9/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
49	8/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
48	7/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
47	6/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
46	5/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
45	4/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
44	3/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
43	2/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
42	1/17/2010	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
41	12/17/2009	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
40	11/17/2009	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
39	10/17/2009	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
38	9/17/2009	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
37	8/17/2009	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00
36	7/17/2009	2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	50.83-	3/09	197808.42	.00

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 LOAN NUMBER: 596660146 CONTINUED

Nationstar Mortgage LLC
 PAYMENT HISTORY TRANSACTION REPORT

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TRANSACTION NBR DATE	CODE DESCRIPTION	AMOUNT	PRINCIPAL	INTEREST	APPLIED ESCROW	TO	FEE PAID	NEXT DUE	AFTER TRANSACTION PRINCIPAL	ESCROW
35	6/17/2009 2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	.00	50.83-	3/09	197808.42	.00
34	5/17/2009 2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	.00	50.83-	3/09	197808.42	.00
33	4/17/2009 2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	.00	50.83-	3/09	197808.42	.00
32	3/17/2009 2664NON CASH FEE ADJ- DECRE	50.83-	.00	.00	.00	.00	50.83-	3/09	197808.42	.00
31	9/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
30	8/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
29	7/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
28	6/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
27	5/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
26	4/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
25	3/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
24	2/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
23	1/17/2010 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
22	12/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
21	11/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
20	10/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
19	9/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
18	8/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
17	7/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
16	6/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
15	5/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
14	4/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
13	3/17/2009 1499LATE FEE ASSESSED	50.83	.00	.00	.00	.00	50.83	3/09	197808.42	.00
12	9/01/2010 2693ESCROW NOCASH INCREASE	10765.76-	.00	.00	10765.76-	.00	.00	3/09	197808.42	.00
11	9/01/2010 19 ESCROW ADVANCE	10765.76	.00	.00	10765.76	.00	.00	3/09	197808.42	10765.76

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Nationstar Mortgage LLC
PAYMENT HISTORY TRANSACTION REPORT

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LOAN NUMBER: 596660146 CONTINUED

TRANSACTION NBR	DATE	CODE DESCRIPTION	AMOUNT	APPLIED PRINCIPAL INTEREST	TO ESCRON	FEE PAID	NEXT DUE	AFTER TRANSACTION PRINCIPAL	ESCRON
10	9/01/2010	8103NEW LOAN BALANCE	97808.42	197808.42	.00	.00	3/09	197808.42	.00
TOTAL AMOUNTS: CORPORATE ADVANCE TOTALS:			197808.42	.00	.00				
A		AP ZZAPA-CORPORATE ADVANCE - APPRAIS						9.15-	
A		AS ZZASA-PREVIOUS SERVICER ADVANCE						112.00-	

**** END OF REPORT ****



September 9, 2010

CHARLES TANNER
JONI COX
2403 TERR AVE
MIDLAND, TX 79705

Property Address: 2403 TERRACE AVE
MIDLAND, TX 79705
Loan Number: 1000119188

Dear CHARLES TANNER/JONI COX :

The servicing of your loan, 1000119188, is being transferred from RoundPoint Mortgage Servicing Corporation to Nationstar Mortgage effective 9/24/2010. The transfer of the servicing of your loan does not affect any term or condition of the loan documents, other than terms directly related to the servicing of your loan.

Effective 9/24/2010 all payments should be forwarded to Nationstar:

PAYMENT:

Nationstar Mortgage LLC
Attn: Payment Processing
P. O. Box 650783
Dallas, Texas 75265-0783

Please send your present payment coupon with your loan number on the check, payable to Nationstar Mortgage LLC. You will soon begin receiving billing statements from Nationstar.

Effective 9/24/2010 all correspondence should be forwarded to Nationstar:

CORRESPONDENCE:

Nationstar Mortgage LLC
Attn: Customer Service
350 Highland Drive
Lewisville, Texas 75067

If you have any questions relating to the transfer of servicing to Nationstar, you may contact customer service at:

Customer Service Toll Free Number: 1-888-480-2432

Customer Service Hours of Operation:

Monday through Thursday 8:00 am to 8:00 pm Central Standard Time,

Friday 8:00 am to 5:00 pm Central Standard Time

P.O. Box 19409 | Charlotte, North Carolina 28219-9409 | 877.426.8805
www.rpmservicing.com

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Loan Number: 1000119188

September 9, 2010
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Please be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your previous servicer before its due date may not be treated by the Nationstar as late and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to Nationstar concerning the servicing of your loan, Nationstar will 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 Nationstar, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, Nationstar will make any appropriate corrections to your account, and will provide you with a written clarification regarding any dispute. During this 60-Business Day period, Nationstar may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent Nationstar from initiating foreclosure if proper grounds exist under the mortgage documents. A Business Day is a day on which Nationstar offices are open to the public. 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. You should seek legal advice if you believe your rights have been violated.

~~Please be advised that your original loan documents are included in payment history for early payment of principal, and your original equity has been waived as a condition of this loan conversion.~~

The transfer of your loan is solely a business transaction and does not reflect dissatisfaction with your account. It has been a pleasure to serve you at RoundPoint Mortgage Servicing Corporation and we wish you a successful relationship with Nationstar.

Sincerely,

RoundPoint Mortgage Servicing Corporation

are being applied. However, correspondence and information requests relating to the validity of your mortgage loan is outside the scope of a QWR. Copies of your original loan documents should have been supplied to you at the closing of your loan. In the event you have any specific questions regarding the servicing of your mortgage loan, we will respond to such requests in a timely manner.

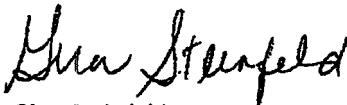
Copies of the Note, Deed, and Deed of Trust/Mortgage can be obtained from the Midland County Clerk's Office where the originals were filed. A copy of the Loan Modifications filed with the Midland County Clerk and dated June 18, 2009 is enclosed for your reference. The breakdown of your current \$1,808.42 monthly payment is: \$1,270.68 as agreed to in the modification, plus \$306.25 per month for insurance and \$231.46 per month for taxes.

Should you have further questions or concerns regarding the servicing of your mortgage loan, please contact the Customer Service Department at 1 (866) 559-8717. Our Call Center is open Monday through Friday between the hours of 8 AM to 10 PM Eastern and Saturdays 8 AM to 12 PM noon Eastern.

Further written correspondence should be directed to:

RoundPoint Mortgage Servicing Corporation
PO Box 19409
Charlotte, NC 28219-9409

Sincerely,



Gina Steinfeld

Call Center Manager

GST/SST/sho