UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP., REO SPECIALISTS, LLC, and HOME AMERICA MORTGAGE, INC., Debtors.	Chapter 11 Case No. 3:09-bk-07047-JAF Case No. 3:09-bk-10022-JAF Case No. 3:09-bk-10023-JAF *Jointly Administered Under Case No. 3:09-bk-07047-JAF*
In re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP., Applicable Debtor.	Case No. 3:09-bk-07047-JAF

ORDER ON MOTION OF BANK OF NEW YORK MELLON CORPORATION, AS TRUSTEE, FOR RELIEF FROM AUTOMATIC STAY

THIS CASE came before the Court on April 8, 2011, at 10:00 a.m. for hearing on the *Motion for Relief from the Automatic Stay and for Nunc Pro Tunc Approval of Recordation of Assignment of Deed of Trust and Waiver of 30-Day Rule Pursuant to 11 U.S.C. §362(e) (Re: 2635 Thule Lane, Running Springs, CA 92382)* (Doc. No. 2817) (the "**Bank's Motion**") filed by Bank of New York Mellon Corporation, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage Pass-Through Certificates, Series 2007-1 (the "**Bank**"). The Bank seeks relief from the automatic stay in order to enforce a

deed of trust on real property located at 2635 Thule Lane, Running Springs, San Bernardino County, California, and legally described as follows (the "**Property**"):

> Lot 91 of Tract No. 7568, in the County of San Bernardino, State of California, as per map recorded in Book 109, pages 54 through 59 inclusive of Maps, in the Office of the County Recorder of said County

Servicing on the loan secured by the deed of trust has been transferred, and the estate asserts no further interest in the Property. The automatic stay therefore is not applicable to the Property, and the Bank's Motion should be denied as moot. Accordingly, it is

ORDERED:

1. The Bank's Motion is denied as moot.

2. Inasmuch as the estate asserts no further interest in the Property, the automatic stay shall not bar the Bank from seeking to enforce its deed of trust on the Property; provided, however, that the automatic stay shall continue in full force and effect and shall bar any action to obtain a money judgment or any other type of *in personam* relief against the Debtor.

3. If needed to further document the assignment from the Debtor of the deed of trust on the Property, the Debtor is authorized to execute and deliver a proper assignment document prepared by the Bank or its counsel and submitted to the Debtor.

DATED on April 13, 2011, in Jacksonville, Florida.

JERRY A. FUNK
United States Bankruptcy Judge

Copies furnished to:

Russell M. Blain, Esquire, and Edward J. Peterson, III, Esquire, Stichter, Riedel, Blain & Prosser, P.A., 110 East Madison Street, Suite 200, Tampa, Florida 33602

Jeffrey W. Kelley, Esquire, and J. David Dantzler, Jr., Esquire, Troutman Sanders, LLP, 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308

Kevin L. Hing, Esquire, Shapiro, Fishman & Gaché, LLP, 4630 Woodland Corporate Boulevard, Suite 100, Tampa, Florida 33614

Jerrett M. McConnell, Esquire, Friedline & McConnell, P.A., 1756 University Boulevard South, Jacksonville, Florida 32216-8929

Paul Steven Singerman, Esquire, Berger Singerman, P.A., 1000 Wachovia Center, 200 South Biscayne Boulevard, Miami, Florida 33131

Arthur Spector, Esquire, Berger Singerman, P.A., 2650 North Military Trail, Suite 240, Boca Raton, Florida 33431-7391

Kenneth C. Meeker, Esquire, Assistant United States Trustee, and Elena L. Escamilla, Esquire, Office of the United States Trustee, 135 West Central Boulevard, Suite 620, Orlando, Florida 32801-2476

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