

IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE:

Taylor, Bean & Whitaker Mortgage Corporation,

CASE NO: 3:09-bk-07047-JAF  
CHAPTER: 11

Debtor(s).

**MOTION TO LIFT, MODIFY OR ANNUL AUTOMATIC STAY**  
**OR FOR ADEQUATE PROTECTION**

AMERICAN HOME MORTGAGE SERVICING, INC., as servicing agent for, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED TRUST 2006-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6, by and through its undersigned attorneys, moves the Court for an Order lifting, modifying or annulling the automatic stay, and in support thereof would show:

1. This is a Motion pursuant to §362(d)(1) of the Bankruptcy Code and Bankruptcy Rule 4001(a) for modification of, or relief from, the automatic stay entered pursuant to §362(a) of the Bankruptcy Code.
2. Movant is a secured creditor holding a promissory note ('Note') secured by a first mortgage ('Mortgage') on property now owned by Francis J. Boucher located at 495 WILLARD ST, LEOMINSTER, MA 01453.
3. The Mortgage has been recorded in Official Record Book 6292, Page 333, of the Public Records of Worcester County, Massachusetts. A copy of the Note and of the First Mortgage are attached hereto as Exhibits "A" and "B", respectively, and made a part hereof.
4. Movant owns and holds the Note and the First Mortgage.
5. On August 24, 2009, a voluntary petition under Chapter 11 of the Bankruptcy Code was filed, which is now pending as the above-styled case.
6. The property has not been claimed as exempt.
7. The Debtor's Plan does not provide for pre or post-petition payments to Movant.
8. Taylor, Bean and Whitaker Mortgage Corporation holds a second mortgage on the property.
9. The Note and First Mortgage are in default by reason of a failure to pay the installment of principal and interest due on May 1, 2009, and all subsequent installments.
10. The Debtors are indebted to Creditor in the amount of \$401,462.85, with interest accruing at the rate set forth in the Note, plus other fees and costs advanced pursuant to the Note and First Mortgage.
11. Movant has incurred court costs and attorney's fees in this proceeding and will incur additional costs, fees and expenses in foreclosing the First Mortgage and in preserving and protecting the property, all of which additional sums are secured by the lien of the First Mortgage.
12. Movant has previously accelerated the Note and First Mortgage, declaring the entire principal balance, interest and all sums otherwise due thereunder to be immediately due and payable.

13. Movant has brought a foreclosure action in the state court and has incurred attorney's fees and costs both in the state court action and in this Court.

14. There is little or no equity for the benefit of other creditors; Movant contends that any equity over and above the indebtedness, should it exist, does not constitute adequate protection as contemplated by the U.S. Bankruptcy Code.

15. Pursuant to the appraisal website Zillow.com, the property is valued at \$231,500.00.

16. Movant's post-petition address is American Home Mortgage Servicing, Inc., 1525 S. Beltline Road, Suite 100, N. Coppel, TX 75019

17. Movant's interest in the property is not adequately protected.

18. Movant is stayed from proceeding to foreclose the First Mortgage in the state court pursuant to Bankruptcy Code §362(a). Unless the Court lifts, modifies or annuls the stay to allow Movant to prosecute its foreclosure action, or conditions continuation of the stay upon payment of adequate protection to Movant, Movant's security will be significantly jeopardized.

19. Movant requests that they be able to have future communications to offer and provide Debtor with information in regards to a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and the obtaining of a deed in lieu of foreclosure, including authorization to negotiate inferior liens, and may enter into such agreement with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against Debtor if Debtor's personal liability is discharged in the bankruptcy case; and

WHEREFORE, AMERICAN HOME MORTGAGE SERVICING, INC., as servicing agent for, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED TRUST 2006-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6, prays that the Court:


A. Lift, modify or annul the automatic stay as it applies to Movant, granting Movant leave to proceed in the state court, and waive the stay provisions of Rule 4001(a)(3); or

B. In the alternative, condition continuation of the stay upon the payment of adequate protection to Movant, viz: immediate payment of all post-petition arrearage; strict compliance with the terms of the Note and Mortgage thereafter; and prompt payment of all pre-petition arrearage; and,

C. Grant such other relief as may be just.

Respectfully submitted this 27<sup>th</sup> day of June, 2011.


FLORIDA FORECLOSURE ATTORNEYS, PLLC

  
\_\_\_\_ Roger D. Bear, Esquire (SPN 299511, FBN 304212)  
\_\_\_\_ Klarika J. Caplano, Esquire (FBN 43496)  
\_\_\_\_ Jacqueline J. Brown, Esquire (FBN 58879)  
\_\_\_\_ ~~R~~ Jerrold J. Golson, Esquire (FBN 233072)  
601 Cleveland Street, Suite 690  
Clearwater, FL 33755  
(727) 446-4826

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion to Lift, Modify or Annul Automatic Stay or For Adequate Protection with attachments was furnished by First Class U.S. Mail on this 27<sup>th</sup> day of June, 2011 to: Taylor, Bean & Whitaker Mortgage Corporation, 4901 Vineland Road, Suite 120, Orlando, FL 32811, Debtor; Francis J. Boucher, 495 Willard Street, Leominster, MA 01453, Mortgagor; and the following parties were served by Notice of Electronic Transmission on this 27<sup>th</sup> day of June, 2011 to: EDWARD J. PETERSON III, AMY DENTON HARRIS, RUSSELL M BLAIN, RICHARD C. PROSSER, Attorneys for the Debtor, 110 East Madison Street, Suite 200, Tampa, FL 33602, and United States Trustee, Orlando, 135 W. Central Boulevard, Orlando, FL 32801; and the attached parties in interest per Local Rule 1007.02

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Clearwater, FL 33755  
(727) 446-4826

**FAIR DEBT COLLECTION PRACTICES ACT** - This is an attempt to collect a debt and any information obtained will be used for that purpose. Unless you dispute the validity of this debt, or any portion of it, within 30 days of receipt of this notice, Creditor's attorney will assume the debt to be valid as stated. If you notify Creditor's attorney in writing that you dispute the debt, or any portion of it, or that you request the name and address of the original creditor, Creditor's attorney will obtain and mail to you verification of the debt, or a copy of the judgment, or the name and address of the original creditor if different from the current creditor.

Our File No: CA11-03847 /SH

**This Communication is from a Debt Collector**

Label Matrix for local noticing  
113A-3  
Case 3:09-bk-07047-JAF  
Middle District of Florida  
Jacksonville  
Wed May 11 14:48:08 EDT 2011

American Home Mortgage Servicing, Inc.  
c/o Bart T. Heffernan, Esq.  
100 Cypress Creek Road, Suite 1045  
Ft. Lauderdale, FL 33309-2191

Craig & Lyndsi Crowell  
c/o Schuyler Smith  
118 W. Adams Street, #800  
Jacksonville, FL 32202-3866

John A. Crain  
PO Box 13  
Melbourne, FL 32902-0013

Land Settlement Services, Inc.  
107 S. 4th Street  
Lebanon, PA 17042-6108

Oakland County Treasurer  
c/o Richardo Kolpatrick  
903 North Opdyke Rd., Ste C  
Auburn Hills, MI 48326-2693

The Bank of New York Mellon Corporation  
JOHN C. BROCK, JR.  
Albertelli Law  
P.O. Box 23028  
Tampa, FL 33623-2028

U.S. Bank National Association  
JOHN C. BROCK, JR.  
Albertelli Law  
Attorney for Secured Creditor  
P.O. Box 23028  
Tampa, FL 33623-2028

End of Label Matrix  
Mailable recipients 23  
Bypassed recipients 0  
Total 23

American Home Mortgage Servicing  
c/o Jacqueline Brown  
601 Cleveland Street, Ste 690  
Clearwater, FL 33755-4171  
  
Bank of the Ozarks as Successor\*  
c/o Patti W. Halloran, Esq.  
Gibbons, Neuman et al.  
3321 Henderson Blvd.  
Tampa FL 33609-2921

Jody & Lacy McKnight  
c/o Schuyler Smith  
118 W. Adams Street, #800  
Jacksonville, FL 32202-3866

John Caine, Creditor  
c/o S. Hunter Malin  
P. O. Box 477  
Jacksonville, FL 32201-0477

Michael C. Cabassol  
c/o Donald R. Kirk  
Fowler White Boggs P.A.  
P.O. Box 1438  
Tampa, FL 33601-1438

Onewest Bank FSB  
c/o Scott Weiss  
1800 NW 49th Street Suite 120  
Fort Lauderdale, FL 33309-3092

The Bank of New York Mellon Corporation, as  
Shapiro & Fishman, LLP  
4630 Woodland Corporate Blvd Suite 100  
Tampa, FL 33614-2429

U.S. Bank National Association, as Trustee f  
Shapiro & Fishman, LLP  
4630 Woodland Corporate Blvd Suite 100  
Tampa, FL 33614-2429

American Home Mortgage Servicing, Inc.  
c/o Anila Rasul  
Kahane & Associates  
8201 Peters Road, Ste 3000  
Plantation, Florida 33324-3292

Brodie & Laura Calder  
c/o Schuyler Smith  
118 W. Adams Street, #800  
Jacksonville, FL 32202-3866

Joh Crain  
PO Box 13  
Melbourne, FL 32902-0013

Land Settlement Services  
c/o Barry Jay Warsch  
100 Southeast 2nd Street, 36th Floor  
Miami, Florida 33131-2134

Michael C. Cabassol  
c/o Donald R. Kirk, Esq.  
and David W. Barrett, Esq.  
Fowler White Boggs P.A.  
P.O. Box 1438  
Tampa, FL 33601-1438

State of Michigan, Department of Treasury  
Attn: Suann D. Cochran  
3030 West Grand Boulevard Suite 10-200  
Detroit MI 48202-6030

U.S. Bank National Association  
David J. Miller  
Albertelli Law  
Attorney for Secured Creditor  
P.O. Box 23028  
Tampa, FL 33623-2028

Wayne County Treasurer  
c/o Richardo I. Kilpatrick  
615 Griswold, Ste 1004  
Detroit, MI 48226-3985

## NOTE

**October 30, 2006**  
[Date]

**LEOMINSTER**  
[City]

**Massachusetts**  
[State]

**495 WILLARD STREET**  
**LEOMINSTER, MA 01453**  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ **352,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **Taylor, Bean & Whitaker Mortgage Corp.**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.6250%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **January 01, 2007**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **December 01, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475**

or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **2,253.89**

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01

ITEM T1646L1 (0011)

(Page 1 of 3 pages)

GREATLAND ■  
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131



FSB

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **3.0000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in

*FSB*

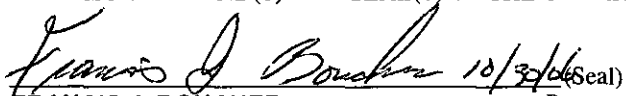
this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

 (Seal)  
FRANCIS J. BOUCHER -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

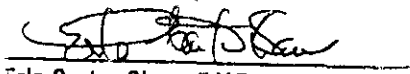
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

Without recourse, pay to the order of

By: Taylor, Bean & Whitaker  
Mortgage Corp.

  
Erla Carter-Shaw, E.V.P.

Bk 6292 Pg 333 #25304  
11-06-2006 @ 03:18p

HO-D

After Recording Return To  
LAW OFFICES OF PORTNOY & GREENE  
887 HIGHLAND AVE.  
02484, Massachusetts 02484

(Space Above This Line For Recording Data)

## MORTGAGE

MIN: 100029580814439089

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 15, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 30, 2006, together with all Riders to this document.

(B) "Borrower" is FRANCIS J. BOUCHER

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Plant, MI 48301-2026, tel. (888) 679-MERS.

(D) "Lender" is Taylor, Bean & Whitaker Mortgage Corp. organized and existing under the laws of FL. Lender's address is 1417 North Magnolia Ave, Ocala, FL 34475

(E) "Note" means the promissory note signed by Borrower and dated October 30, 2006. The Note states that Borrower owes Lender Three Hundred Fifty Two Thousand and no/100 Dollars (U.S. \$352,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 01, 2036.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

MASSA CHURCHES—Single Family—Private Mass/Proble No 1-2FORM INSTRUMENT

RECEIVED 11/06/11-2006

(Page 1 of 12 pages)

Form 3021 1/01

RECEIVED 11/06/11-2006

RECEIVED 11/06/11-2006



100029580814439089

HOLD: Portnoy & Greene

FJB

495 Willard St. Leominster



FJB

Bk 6292 Pg 335 #25304

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of **MIDDLESEX** of (Name of Recording Jurisdiction) (Type of Recording Jurisdiction)

See Attached Exhibit A.

which currently has the address of

485 WILLARD STREET

(Street)

LEOMINSTER  
(City)

, Massachusetts

01453  
(Zip Code)

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

FJB

Bk 6292 Pg 336 #25304

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payments within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall repay the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for

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holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and mapping services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and receipts of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Impairments.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for expediting or securing the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this

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Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Economic Stimulus Protection Act of 1996 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were overpaid at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period,

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Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration as a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signing; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) in co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Francis J. Boucher (Seal) \_\_\_\_\_ (Seal)  
FRANCIS J. BOUCHER -Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

Witness:

Witness:

Commonwealth of Massachusetts,

Worcester County at

On this 30<sup>th</sup> day of October 2006

before me personally appeared

FRANCIS J. BOUCHER

to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

My commission expires: 06-30-10

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Exhibit A

A certain tract of land, containing 18,571 square feet, situated in Loominster, Mass., on the northwesterly side of Willard Street and the northeasterly side of Overlook Drive, being shown as Lot #1 on a plan of lots drawn for the grantor dated November 15, 1984, more particularly described as follows:

Beginning at the most southerly corner thereof at the intersection of the northwesterly side of Willard Street and the northeasterly side of Overlook Drive;

Thence North 64 degrees 14' 37" West sixty-two and 34/100 (62.34) feet by Overlook Drive to land of Robert F. Keane;

Thence North 25 degrees 45' 23" East ninety and 64/100 (90.64) feet by last named;

Thence North 58 degrees 08' West sixty and 37/100 (60.37) feet by last named;

Thence North 64 degrees 14' 37" West eighty-one and 02/100 (81.02) feet by last named to proposed Aspen Road;

Thence North 25 degrees 45' 23" East seventy-six and 00/100 (76.00) feet by last named to Lot #2 on said plan;

Thence South 64 degrees 14' 37" East eight and 00/100 (8.00) feet by lot #2;

Thence South 57 degrees 00' East one hundred fifty-three and 24/100 (153.24) feet by Lot #2 to the northwesterly side of Willard Street;

Thence South 39 degrees 00' West one hundred twenty-five and 00/100 (125.00) feet by Willard Street to the point of beginning.

The premises are shown as Lot #1 on a plan entitled, "Land in Loominster, Mass., owned by Rodney L. and Elaine A. Route dated November 15, 1984 as prepared by William R. Bingham & Associates." Said plan is recorded at the Worcester Northern District Registry of Deeds in Plan Book 275, Page 7.

Subject to reservations, restrictions, easements and encumbrances so far as the same are now in force and applicable.

For title, see deed dated 03/14/2006, recorded at Book 6052, Page 245.

ATTEST: NO. WORC. REGISTRY OF DEEDS  
JOHN B. McLAUGHLIN, REGISTER

Prepared by and return to:  
FLORIDA FORECLOSURE ATTORNEYS, PLLC  
601 Cleveland Street, Suite 690  
Clearwater, FL 33755

Our File No: CA11-03847 / SH  
Loan Number: [REDACTED] 5087

## Assignment of Mortgage

Clerks Use Only

For Good and Valuable Consideration the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP., whose address is 1417 North Magnolia Ave, Ocala, FL 34475, Assignor, by these presents does convey, grant, bargain, sell, assign, transfer and set over to

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED TRUST 2006-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6

Assignee, whose address is: c/o American Home Mortgage Servicing, Inc., 1525 S. Beltline Road, Coppell, Texas 75019

that certain mortgage which encumbers the real property described as:

*A certain tract of land, containing 18,571 square feet, situated in Leominster, Mass., on the northwesterly side of Willard Street and the northeasterly side of Overlook Drive, being shown as Lot #1 on a plan of lots drawn for the grantor dated November 15, 1984, more particularly described as follows:  
Beginning at the most southerly corner thereof at the intersection of the northwesterly side of Willard Street and the northeasterly side of Overlook Drive;  
Thence North 64 degrees 14' 37" West sixty-two and 34/100 (62.34) feet by Overlook Drive to land of Robert F. Keane;  
Thence North 25 degrees 45' 23" East ninety and 64/100 (0.64) feet by last named;  
Thence North 58 degrees 08' West sixty and 37/100 (60.37) feet by last named;  
Thence North 64 degrees 14' 37" West eighty-one and 02/100 (81.02) feet by last named to proposed Aspen Road;  
Thence North 25 degrees 45' 23" East seventy-six and 00/100 (76.00) feet by last named to Lot #2 on said plan;  
Thence South 64 degrees 14' 37" East eight and 00/100 (80.00) feet by lot #2;  
Thence South 57 degrees 00' East one hundred fifty-three and 24/100 (153.24) feet by Lot #2 to the northwesterly side of Willard Street;  
Thence South 39 degrees 00' West one hundred twenty-five and 00/100 (125.00) feet by Willard Street to the point of beginning.  
The premises are shown as Lot #1 on a plan entitled; "Land in Leominster, Mass., owned by Rodney L. and Elaine A. Route dated November 15, 1984 as prepared by William R. Bingham & Associates." Said plan is recorded at the Worcester Northern District Registry of Deeds in Plan Book 275, Page 7.  
Subject to reservations, restrictions, enactments and encumbrances so far as the same are now in force and applicable.  
For title, see deed dated 03/14/2006, recorded at Book 6052, Page 245.*

together with the promissory note which it secures and all interest now due or to become due.

Said mortgage was given by Francis J. Boucher

original mortgagors on October 30, 2006, and recorded on November 16, 2006, in Official Records Book 6292 at Page 333, Public Records of Worcester County, Florida.

IN WITNESS WHEREOF, the undersigned corporation has caused this assignment to be executed as a sealed instrument by its duly authorized officers.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., AS NOMINEE FOR TAYLOR, BEAN &  
WHITAKER MORTGAGE CORP.

Vicki Brantley

Witness

Vicki Brantley

(Print Name)

[Signature]

Witness

India Subramani

(Print Name)

April King

April King

(Print Name)

Insert Office

Assistant Secretary

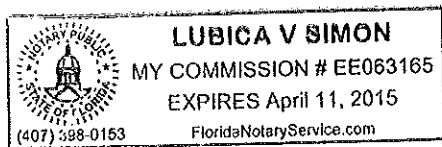
Secretary

Corporate  
Seal

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 23 day of June,  
20 11, by April King, respectively, of Mortgage Electronic Registration  
Systems, Inc., as Nominee for Taylor, Bean & Whitaker Mortgage Corp., each of whom is personally known to me, on  
behalf of the corporation.



Lubica P. Simon  
Notary Public  
Commission No.: EE 063 165  
Commission Expires: April 11, 2015

Loan No. : 5087

IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE:

Taylor, Bean & Whitaker Mortgage Corporation,

CASE NO: 3:09-bk-07047-JAF  
CHAPTER: 11

Debtor.

AFFIDAVIT IN SUPPORT OF MOTION TO LIFT, MODIFY OR ANNUL AUTOMATIC STAY  
OR FOR ADEQUATE PROTECTION

STATE OF: Florida }

COUNTY OF: Duval }

BEFORE ME, the undersigned authority, personally appeared Jennifer Ward

who, being by me first duly sworn, deposes and says:

1. I am Jennifer Ward, employed by AMERICAN HOME MORTGAGE SERVICING, INC., servicing agent for, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED TRUST 2006-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6, herein referred to as "Creditor." I am personally familiar with the facts herein set forth and I am authorized to make this affidavit.

2. I have read the Motion to Lift, Modify or Annul Automatic Stay or for Adequate Protection in this case and the allegations in such Motion are true and correct. The exhibits attached to the Motion are true and correct copies of the Note and the Mortgage.

3. During the period ending with the defaults in payment of principal and interest, all payments under the foregoing instruments were made to Creditor, or its predecessor or predecessors in ownership of the Note and the Mortgage. The record of payments and charges to the account are personally known to me from the books and record for the account in Creditor's possession.

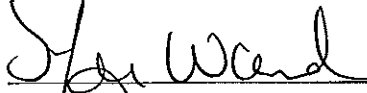
Francis J. Boucher  
Loan #: xxxxxx5087  
495 Willard Street, Leominster, MA 01453

OUR FILE: CA11-03847 / SH

***THIS COMMUNICATION IS FROM A DEBT COLLECTOR***

4. The sums now due to creditor are itemized below and incorporated herein by reference.

Executed on May 25, 2011.

  
Jennifer Ward

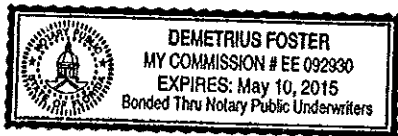
FURTHER AFFIANT SAYETH NAUGHT

STATE OF: Florida }

COUNTY OF: Duval }

SWORN TO AND SUBSCRIBED BEFORE ME this 25 day of MAY, 2011, by

JENNIFER WARD, who is personally known to me.



  
Demetrius Foster

NOTARY PUBLIC

Commission Number: EE 092930

My Commission expires: 5-10-2015

Francis J. Boucher  
Loan #: xxxxxx5087  
495 Willard Street, Leominster, MA 01453

OUR FILE: CA11-03847 / SH

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR**

AMERICAN HOME MORTGAGE SERVICING, INC., as servicing agent for, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED TRUST 2006-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6

**CLAIM AND ARREARAGE WORKSHEET**

FFA File Number:	CA11-03847
Client:	AMERICAN HOME MORTGAGE SERVICING, INC.
Movant:	U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR TBW MORTGAGE-BACKED TRUST 2006-6, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6
Debtor	Taylor, Bean & Whitaker Mortgage Corporation
USBC Case Number:	3:09-bk-07047-JAF
Division:	Jacksonville Division
District:	Middle District of Florida
Date Filed:	08/24/2009
Chapter:	11

**APPROXIMATE PAYOFF FIGURES:**

Principal Balance	\$342,624.21
Interest Due	\$46,517.08
Escrow Advance for Taxes and Insurance	\$9,315.72
Late Charges	\$811.44
Property Inspection Fees	\$134.40
BPO/Appraisal Fees	\$550.00
Foreclosure Legal Fees and Costs	\$710.00
Bankruptcy Legal Fees and Costs	\$800.00
<b>TOTAL</b>	<b>\$401,462.85</b>

**APPROXIMATE ARREARAGES:**

Number of Payments Due: 25

05/01/2009	Through	12/01/2009	@	\$2,709.25	Each	
01/01/2010	Through	05/01/2011	@	\$2,694.52		

**Total of Payments Due: \$67,480.84**

Total of Late Charges Due:	\$811.44
Property Inspection Fees	\$134.40
BPO/Appraisal Fees	\$500.00
Foreclosure Legal Fees and Costs	\$710.00
Bankruptcy Legal Fees and Costs	\$800.00
<b>TOTAL</b>	<b>\$70,436.68</b>

Francis J. Boucher  
Loan #: xxxxxx5087  
495 Willard Street, Leominster, MA 01453

OUR FILE: CA11-03847 / SH

***THIS COMMUNICATION IS FROM A DEBT COLLECTOR***

PAY4 5087 AS-OF 04/18/11 PAYOFF CALCULATION TOTALS 04/15/11 11:35:07

NAME FJ BOUCHER CONTACT NAME FRANCIS J BOUCHER

PRINCIPAL BALANCE	342,624.21	-----		RATE CHANGES	-----
INTEREST 04/18/11	46,517.08	CALC	INT FROM	RATE	AMOUNT
PRD RATA MIP/PMI	.00		04/01/09	6.62500	46,517.08
ESCROW ADVANCE	9,315.72		04/19/11		
ESCROW BALANCE	.00				
SUSPENSE BALANCE	.00				
HUD BALANCE	.00				
REPLACEMENT RESERVE	.00				
RESTRICTED ESCROW	.00				
TOTAL-FEES	30.00				
ACCUM LATE CHARGES	811.44				
ACCUM NSF CHARGES	.00				
OTHER FEES DUE	.00				
PENALTY INTEREST	.00				
FLAT/OTHER PENALTY FEE	.00		TOTAL INTEREST		46,517.08
CR LIFE/ORIG FEE RBATE	.00		TOTAL TO PAYOFF		400,407.25
RECOVERABLE BALANCE	1,108.80	NUMBER OF COPIES: 1		PRESS PF1 TO PRINT	



PAY3 5087 AS-OF 04/18/11 PAYOFF FEES AND PERDIEM 04/15/11 11:35:00

----- 1ST MORT PERDIEM INTEREST - ASSESS WAIVE ----- ADDITIONAL FEES -----

FROM	RATE	AMOUNT	N	N 1	.00	PROP INSPECTION FEE
04/19/11	06.62500	62.19	N	N 2	.00	PROP INSPECTION FEE
			N	Y 3	.00	OVERAGE TO ESCROW
			N	N 4	.00	INTEREST ON ESCROW
			N	N 5	30.00	STATEMENT/QUOTE FEE
			N	Y 6	.00	LIEN RELEASE FEE
			N	N 7	.00	RECORDING FEES
			N	Y 8	.00	FAX FEE(S)
			N		811.44	ACCUM LATE CHARGES
			N		.00	ACCUM NSF CHARGES
			N		.00	OTHER FEES DUE

----- MEMO ITEMS -----

PAYMENT L/C 67.62 TYP 13 ST 20 CNTY 017 INV P80 001

----- PF4: FEE COMMENTS -----

HMPOUT: HAMP MOD PACKAGE SENT

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

LOAN IS IN FORECLOSURE, F/C STOP = 1

PRQC STOP = A FORECLOSURE DEPT

LOAN PAST DUE 24 MONTHS

594 DAYS PAST PROJECTED LEGAL DATE

DDCH 5087 CORPORATE ADVANCE HISTORY SCREEN P80/001 04/15/11 11:38:35

FJ BOUCHER L:C F:A B: R: 05/01/09 TYPE CONV. RES.

MAN F

495 WILLARD ST LEOMINSTER MA 01453

\* END \*

C/A PAYEE TRAN RSN USR ESC PAYEE

\_ SORT \_ SORT \_ SORT \_ SORT \_ SORT

DATE RANGE: THRU

C/A

TRN	USR	DATE	TRAN	AMT	ESC	PAYEE	PAYEE	RSN	DESCRIPTION	ORIG	DSB
633	INV	03/17/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	INV	02/19/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	INV	01/28/10		9.00		PM-NFR	13R19	PIPI	PROP INSPECTIONS		
632	INV	01/12/10		20.00		ATMCDD	13T21	DBRE	BREACH LETTER		
633	INV	11/10/09		100.00		PMCLEARC	13R19	PVBC	BPD/FORECLOSURE		

\*\* BEGINNING CORP ADV BALANCE: 0.00

\*\* TOTAL OF TRANS DISPLAYED ON DDCH: 1,468.80

\*\* OUTSTANDING CORP ADV BALANCE: 1,468.80

495 WILLARD ST LEOMINSTER MA 01453

DATE RANGE: \_\_\_\_\_ THRU \_\_\_\_\_

TRN	USR	DATE	TRAN	AMT	ESC	PAYEE	PAYEE	RSN	DESCRIPTION	ORIG	DSB
633	INV	10/27/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	INV	10/12/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	INV	08/31/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	SYS	08/30/10		100.00		POWERVALU	13T19	PVBC	BPD/FORECLOSURE		
633	SYS	07/28/10		85.00		POWERVALU	13T19	PVRC	RECONCILIATION		
633	INV	07/27/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	INV	06/25/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	SYS	04/30/10		100.00		POWERVALU	13R19	PVBC	BPD/FORECLOSURE		
633	INV	04/21/10		9.60		FSFIDEL	13R19	PIPI	PROP INSPECTIONS		
633	INV	04/12/10		20.00		ATMCOO	13T21	DBRE	BREACH LETTER		

DDCH 5087 CORPORATE ADVANCE HISTORY SCREEN P80/001 04/15/11 11:38:23

FJ BOUCHER L:C F:A B: R: 05/01/09 TYPE CONV. RES.

MAN F

495 WILLARD ST LEOMINSTER MA 01453

\* MORE \*-----

\_\_\_\_ C/A PAYEE    \_\_\_\_ TRAN    \_\_\_\_ RSN    \_\_\_\_ USR    \_\_\_\_ ESC PAYEE  
 \_ SORT    \_ SORT    \_ SORT    \_ SORT    \_ SORT

DATE RANGE: \_\_\_\_\_ THRU \_\_\_\_\_

C/A

TRN	USR	DATE	TRAN AMT	ESC PAYEE	PAYEE RSN	DESCRIPTION	ORIG DSB
633	INV	04/11/11	9.60	FSFIDEL	13R19	PIPI PROP INSPECTIONS	
632	INV	04/04/11	250.00	ATABLI	13R19	ATFC FC ATTY COSTS	
630	INV	04/04/11	35.00	ATABLI	13T19	ATFF FC ATTY FEES	
630	INV	04/04/11	425.00	ATABLI	13R19	ATFF FC ATTY FEES	
633	INV	03/07/11	9.60	FSFIDEL	13R19	PIPI PROP INSPECTIONS	
633	INV	02/01/11	9.60	FSFIDEL	13R19	PIPI PROP INSPECTIONS	
633	SYS	01/28/11	100.00	POWERVALU	13R19	PVBC BPO/FORECLOSURE	
633	INV	01/06/11	9.60	FSFIDEL	13R19	PIPI PROP INSPECTIONS	
633	INV	11/24/10	9.60	FSFIDEL	13R19	PIPI PROP INSPECTIONS	
633	SYS	11/09/10	100.00	POWERVALU	13T19	PVBC BPO/FORECLOSURE	

DLQ1 5087 Q9 D E L I N Q U E N C Y OWNR ZZZ 04/15/11 11:35:15  
 13 CONV. RES. PER/CLS/OFF F/GS/00 AGE: 4Y 6M IR: 6.62500 INV: P80  
 DUE( 24) 64,786.32 DUE 05/01/09( )(00/00) ASSUM: ACQ:10/17/09  
 LATE CHRG 811.44 PAYMT @ 2,709.25 P: 495 WILLARD ST  
 BAD CK FEES .00 L/C AMT 67.62 LEOMINSTER MA 01453  
 OTHER FEES .00 PAYMT + LC 2,776.87 M:  
 TOT DUE 65,597.76\* PRIN BAL 342,624.21  
 SUSPENSE .00 P&I 2,253.89 495 WILLARD ST  
 NET DUE 65,597.76 DLQ 11 TIME,PAY 0 DAY LEOMINSTER MA 01453  
 C/S 246 FRANCIS J BOUCHER  
 C/D 12/09 C CELL/MOBILE

\*FINANC'L\*

-IMD:N----- \* ADDITIONAL MESSAGES \* -----WU: P ----

SOLICITFLAG =

HMPOUT: HAMP MOD PACKAGE SENT

-COM2-----\* COMMENTS \*-----

DATE	USR	CONTACT	RESPONSE	REASON	RECALL	F/B	REMIND
------	-----	---------	----------	--------	--------	-----	--------

010610	INB	<NO MULTI FOUND					>
--------	-----	-----------------	--	--	--	--	---

041411	5YL	<DELQ STAT =	REASON FOR DELQ = 002				>
--------	-----	--------------	-----------------------	--	--	--	---

041411	5YL	CALLED HOME	NO MESS LEFT	ILLNESS OF PRIN MTGR			
--------	-----	-------------	--------------	----------------------	--	--	--

041211	PRI		AMD LEFT MSG				
--------	-----	--	--------------	--	--	--	--

041211	3ZN	CALLED HOME	NO MESS LEFT				
--------	-----	-------------	--------------	--	--	--	--

P309 LN ██████████ 5087      MORTGAGE LOAN HISTORY      04-15-11

NAME FJ BOUCHER      INV-LN ██████████ DUE 05-01-09 TYPE 13

BR 00 MAN F P-TYPE I INT .0662500 FIRST PB 342,624.21 2ND PB .00

HUD .00 NET 2709.25 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00      A 0 0 1 1 0 0 1

APP	04-11	04-06	04-06	04-04	04-04
DUE	00-00	05-09	04-11	00-00	00-00
TYPE/TRAN	6 33	1 61	3 13	6 32	6 30
AMOUNT	.00	802.03	802.03-	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	342,624.21	342,624.21	342,624.21	342,624.21	342,624.21
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	802.03	802.03-	.00	.00
ESC-BAL	.00	.00	802.03-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	9,315.72	9,315.72	8,513.69	8,513.69	8,513.69
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	FSFIDEL		██████████	ATABLI	ATABLI

PAGE 001 OF 009      TOTAL TRANS AVAILABLE 0042      OLDEST TRAN 04-12-10 /P

351	NAME FJ BOUCHER	TYPE CONV. RES.	UNIT ID
PROP 495	WILLARD ST	LEOMINSTER MA 01453	MAN F GROUP

-----MAIN-----

TYP	AGENT	INSCD	DUE	EXPIRES	PREMIUM	TRM	COVERAGE	P	C	POLICY NUMBER	523 N
351	59154	CANCL	04/11	04/16/11	1335.00	12	280000	6	H	BHH000001007117	
ACT	C	DISB	CD	ADD. PREM		MTG	CL R	03/10/11	VP	Y	QV ZGD

HMPOUT: HAMP MOD PACKAGE SENT

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

594 DAYS PAST PROJECTED LEGAL DATE

PROCESSING NOTES ARE PRESENT

FORECLOSURE STOP = 1

COVERAGE AMT 62,624 < PRINCIPAL

-----HDED TO UPDATE DEDUCTIBLE AMOUNT-

AGENT BUNKER HILL INS

INVESTOR NAME TBW 2006-6

INVESTOR LOAN

PO BOX 856269

INVESTOR PHONE 000-000-0000

LOUISVILLE KY 40285

CLS 10-30-06 ASM 00-00-00 MAT 12-36

INSCD AHMSI

DUE 05-01-09 PRIN BAL 342,624.21

\*PAY\* CANCEL NOTICE RECEIVED

ESC BAL	9,315.72-	R ESC	.00
---------	-----------	-------	-----

P.O. BOX 949

HAZ MONTH	93.50	HAZ YTD	.00
-----------	-------	---------	-----

ORANGE CA 92856

ORIG OWNER OCCUPY

TAXI [REDACTED] 5087 TAX AND LIEN INFORMATION 04/15/11 11:38:40

NAME FJ BOUCHER DIV CONTRACT NUMBER BRANCH

TYPE CONV. RES. DATE

STATE 20 COUNTY 017 CITY 0000

TAX CO Z SERV TYPE C NORM

TYP	SEQ	ESC	ANA	DESC	PAYEE	TRM	DUE	DISB	AMOUNT	BILL	NEW	UNEVEN
313	41			CITY TAX (	200270073B	12	07-11		1,081.07	2		1
TAX ID#					0480-00015-00000							
313	42			CITY TAX (	200270073B	12	10-11		1,081.07	2		1
TAX ID#					0480-00015-00000							
313	43			CITY TAX (	200270073B	12	01-12		802.03	2		1
TAX ID#					0480-00015-00000							
313	44			CITY TAX (	200270073B	12	04-12		802.03	2		1
TAX ID#					0480-00015-00000							

PAGE 01 OF 01



MAS1 LOAN [REDACTED] 5087 MSP LOAN MASTER MAINT. & DISPLAY 04/15/11 11:38:15

NAME FJ BOUCHER TYPE 13 1ST MTG, CONVEN W/O INS GROUP

-- MERS -- MORTGAGE ELECTRONIC REGISTRATION -----

----- REGISTRATION INFORMATION -----

--- FORECLOSURE INFORMATION ---

MIN NO: 1000295 0001443508 9 REG? Y

FORC STAT 58

REG DATE: 10/30/06

MOM IND: Y

-----  
COMPLETED LOSS MITIGATION

P192 LN 5087      L O A N   S I A I U S   2      04/15/11  
 NAME FJ BOUCHER   INV-LN   DUE 05-01-09 TYPE 13  
 BR 00 MAN F P-TYPE 1 INT .0662500 FIRST PB   342,624.21   2ND PB   .00  
MISCELLANEOUS      STEP SERVICE FEES      SECOND MORTGAGE  
 EMPLOYEE CD                      0      STEP1 AMT      INV/CAT      /  
 S294 SW                              0      STEP1 RATE      INV LN NO  
 L/I FLAG      RLIC ARM IND      STEP2 AMT      LOAN TYPE  
 COUPON MO                      00      STEP2 RATE      MAN  
 NEXT PMT NO                      29      STEP3 AMT      TERM  
 ASSUMP DATE                      00-00-00      STEP3 RATE      NEXT PYMT  
 LAST INV CHG                      00-00      STEP4 AMT      ANNUAL SF  
 DEFICIT START/STOP      00-00 12-36      STEP4 RATE      LEVEL SF  
 DEFICIT INC                      .00      2ND P&I  
 OLD TOT PMT                      .00      INT RATE  
 OLD ESCROW MTH                      .00      ORIG LOAN  
 1ST PRIN BEG                      342624.21      AGENT NO      2ND PRIN BEG  
 ESCROW BEG                      .00      LOCATION DATA  
 ADVANCE BEG                      6279.20      STATE 20      COUNTY 017      CITY 0000  
 DRFT BANK/DELAY 00000000      SMSA      CENSUS      OCCUPY 1  
 DRAFT ACCT                      CRA COMM      LOW INC      MOD INC  
 DRAFT ADDL PRIN                      MINORITY COMM  
 MTGR REC CORP ADV                      1108.80      3RD REC CORP ADV      360.00  
 NON-REC CORP ADV                      .00      INT-ONLY FLAG      EXPIRES      - -  
PLEASE ENTER NEXT TRANSACTION      SEE SCREEN P191

PCH2 5087 HPMT 05/01/09 PAYMENT CHANGE MAINTENANCE 04/15/11 11:37:53

FJ BOUCHER 1ST PMT 01/01/07 INV P80/001 TYPE CONV. RES. MAN F

CUR PMT 05/01/09 PB 342,624.21 IR 6.62500 GRP CLM

-----\* HISTORY OF PAYMENTS \*-----

<u>PMT DT</u>	05/01/09	01/01/10
<u>IR</u>	6.62500	6.62500
<u>P&amp;I</u>	2,253.89	2,253.89
<u>COUNTY</u>	0.00	<u>0.00</u>
<u>CITY</u>	0.00	<u>0.00</u>
<u>HAZARD</u>	93.50	<u>93.50</u>
<u>MI</u>	0.00	<u>0.00</u>
<u>LIEN</u>	361.86	<u>347.13</u>
<u>OS</u>		
<u>MISC</u>	0.00	0.00
<u>BSC</u>	0.00	0.00
<u>A&amp;H</u>	0.00	0.00
<u>LIFE</u>	0.00	0.00
<u>REPL</u>	0.00	0.00
<u>HUD</u>	0.00	0.00
<u>2 P&amp;I</u>	0.00	0.00
<u>NET</u>	2,709.25	2,694.52
<u>PAYMNT</u>		
<u>CHANGE</u>		
<u>REASON</u>		

Case 3:09-bk-07047-JAF Doc 3262-4 Filed 06/27/11 Page 15 of 38

PCH2 5087 IRPI 05/01/09 PAYMENT CHANGE MAINTENANCE 04/15/11 11:37:42

FJ BOUCHER 1ST PMT 01/01/07 INV P80/001 TYPE CONV. RES. MAN F  
CUR PMT 05/01/09 PB 342,624.21 IR 6.62500 GRP CLM

-----\* IR & PI CHANGES \*-----

PMT DATE 05/01/09 IN EFFECT

IR . 6.62500 IR REASON

CHG TYPE \_ N (OLD)

REASON CD \_

P&I . 2,253.89 PI REASON

CHG TYPE \_ N (OLD)

REASON CD \_

RR DEPOSIT . .00 RR REASON

REASON CD \_ (OLD)

CDUP 0

S/F RATE 0.25000

DIST TYPE 1

-----\* PRESS PF2 FOR ADDITIONAL MESSAGES \*-----

HMPQUT: HAMP MOD PACKAGE SENT

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

LOAN IS IN FORECLOSURE, F/C STOP = 1 PROC STOP = A FORECLOSURE DEPT

FEE1 5087

FEE ACTIVITY LEDGER

04/15/11 11:37:29

SELECTED CODES \_\_\_\_\_ FROM MMDDYY

PAGE 1 OF 1

FRANCIS J BOUCHER

495 WILLARD ST

LEOMINSTER

MA 01453-

<u>FEE</u>		<u>DATE</u>		<u>DATE</u>		<u>DATE</u>	
<u>CODE</u>	<u>DESCRIPTION</u>	<u>ASSESSED</u>	<u>AMOUNT</u>	<u>PAID</u>	<u>AMOUNT</u>	<u>WAIVED</u>	<u>AMOUNT</u>
1	LATE CHARGES	F 10-23-09	67.62				
1	LATE CHARGES	F 01-16-10	67.62				
1	LATE CHARGES	F 02-16-10	67.62				
1	LATE CHARGES	F 03-16-10	67.62				
1	LATE CHARGES	F 04-16-10	67.62				
1	LATE CHARGES	F 05-17-10	67.62				
1	LATE CHARGES	F 06-16-10	67.62				
1	LATE CHARGES	F 07-16-10	67.62				
1	LATE CHARGES	F 08-16-10	67.62				
1	LATE CHARGES	F 09-16-10	67.62				
1	LATE CHARGES	F 10-18-10	67.62				
1	LATE CHARGES	F 11-16-10	67.62				
<u>NET</u>	811.44	<u>TOTALS</u>	811.44		0.00		0.00

SER1 [REDACTED] 5087 \_\_\_\_\_ CUSTOMER SERVICE INV P80/001 04/15/11 11:37:23

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00 [REDACTED]

495 WILLARD ST LEOMINSTER MA 01453 C [REDACTED]

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HHAZ-----\* LOAN HISTORY \*-----

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

03-08-10 04-10 351 HAZARD INSURANCE DISBURSEMENT (PRIMARY POLICY)

1,288.00- 0.00 0.00 1,288.00- PAYEE = 59154

2,960.63-

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 XXXXXXXXXX 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:37:15

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00 XXXXXXXXXX

495 WILLARD ST LEOMINSTER MA 01453

C XXXXXXXXXX

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HTAX-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

04-06-11 04-11 313 CITY TAX

802.03- 0.00 0.00 802.03-

PAYEE = 200270073B

9,315.72-

03-16-11 03-11 314 NON ESC DELINQUENT PROP TAXES

75.00- 0.00 0.00 75.00-

PAYEE = NCZCRET

8,513.69-

02-14-11 07-10 314 NON ESC DELINQUENT PROP TAXES

1,357.46- 0.00 0.00 1,357.46-

PAYEE = 200270073B

8,438.69-

01-20-11 01-11 313 CITY TAX

802.03- 0.00 0.00 802.03-

PAYEE = 200270073B

7,081.23-

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPDUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

Case 3:09-bk-07047-JAF Doc 3262-4 Filed 06/27/11 Page 19 of 38

SER1 5087 \_\_\_\_\_ CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEDMINSTER MA 01453

C

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* END OF LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-12-10 00-00 632 STATUTORY EXPENSES

20.00 0.00 0.00 0.00 20.00 3RD REC CORP ADV

11-10-09 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

100.00 0.00 0.00 0.00 100.00 MTGR REC CORP ADV BA

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION



SER1 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 OC TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEOMINSTER MA 01453

C

MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

02-16-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

01-28-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.00 0.00 0.00 0.00 9.00 MTGR REC CORP ADV BA

01-19-10 05-09 161 ESCROW ADVANCE

1,156.43 0.00 0.00 1,156.43

01-19-10 01-10 313 CITY TAX

1,156.43- 0.00 0.00 1,156.43-

PAYEE = 200270073B

1,672.63-

01-16-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEDMINSTER MA 01453

C

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

03-17-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

03-16-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

03-08-10 05-09 161 ESCROW ADVANCE

1,288.00 0.00 0.00 1,288.00

03-08-10 04-10 351 HAZARD INSURANCE DISBURSEMENT (PRIMARY POLICY)

1,288.00- 0.00 0.00 1,288.00- PAYEE = 59154

2,960.63-

02-19-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 5087 \_\_\_\_\_ CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEOMINSTER MA 01453

C

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

04-23-10 05-09 161 ESCROW ADVANCE

1,156.43 0.00 0.00 1,156.43

04-23-10 04-10 313 CITY TAX

1,156.43- 0.00 0.00 1,156.43-

PAYEE = 200270073B

4,117.06-

04-21-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

04-16-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

04-12-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

20.00 0.00 0.00 0.00 20.00 3RD REC CORP ADV

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

W

SER1 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEOMINSTER MA 01453

C

MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

07-27-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

07-16-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

06-25-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

06-16-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

05-17-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

04-30-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

100.00 0.00 0.00 0.00 100.00 MTGR REC CORP ADV BA

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPDUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55  
 FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00  
 495 WILLARD ST LEDMINSTER MA 01453 C

MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

---~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
08-30-10 00-00 633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES			
100.00	0.00	0.00	0.00	100.00 3RD REC CORP ADV
08-16-10 05-09 152	LATE CHARGE ASSESSMENT			
0.00	0.00	0.00	0.00	67.62-1 LATE CHARGES FEE 1
07-28-10 05-09 161	ESCROW ADVANCE			
1,081.07	0.00	0.00	1,081.07	
07-28-10 07-10 313	CITY TAX			
1,081.07-	0.00	0.00	1,081.07-	PAYEE = 200270073B
			5,198.13-	
07-28-10 00-00 633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES			
85.00	0.00	0.00	0.00	85.00 3RD REC CORP ADV

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55  
 FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEDMINSTER MA 01453

C

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

10-12-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

10-07-10 05-09 161 ESCROW ADVANCE

1,081.07 0.00 0.00 1,081.07

10-07-10 10-10 313 CITY TAX

1,081.07- 0.00 0.00 1,081.07- PAYEE = 200270073B

6,279.20-

09-16-10 05-09 152 LATE CHARGE ASSESSMENT

0.00 0.00 0.00 0.00 67.62-1 LATE CHARGES FEE 1

08-31-10 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 5087 \_\_\_\_\_ CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEOMINSTER MA 01453

C

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*------(MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

	<u>TRAN-AMT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>ESCROW</u>	<u>AMOUNT/CD/DESCRIPTION</u>
01-06-11 00-00 633					MISC FORECLOSURE AND BANKRUPTCY EXPENSES
	9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
11-24-10 00-00 633					MISC FORECLOSURE AND BANKRUPTCY EXPENSES
	9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
11-16-10 05-09 152					LATE CHARGE ASSESSMENT
	0.00	0.00	0.00	0.00	67.62-1 LATE CHARGES FEE 1
11-09-10 00-00 633					MISC FORECLOSURE AND BANKRUPTCY EXPENSES
	100.00	0.00	0.00	0.00	100.00 3RD REC CORP ADV
10-27-10 00-00 633					MISC FORECLOSURE AND BANKRUPTCY EXPENSES
	9.60	0.00	0.00	0.00	9.60 MTGR REC CORP ADV BA
10-18-10 05-09 152					LATE CHARGE ASSESSMENT
	0.00	0.00	0.00	0.00	67.62-1 LATE CHARGES FEE 1

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 00 TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEOMINSTER MA 01453 C

MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

02-14-11 07-10 314 NON ESC DELINQUENT PROP TAXES

1,357.46- 0.00 0.00 1,357.46- PAYEE = 200270073B

8,438.69-

02-01-11 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

01-28-11 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

100.00 0.00 0.00 0.00 100.00 MTGR REC CORP ADV BA

01-20-11 05-09 161 ESCROW ADVANCE

802.03 0.00 0.00 802.03

01-20-11 01-11 313 CITY TAX

802.03- 0.00 0.00 802.03- PAYEE = 200270073B

7,081.23-

-----\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION



SER1 XXXX 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55  
 FRANCIS J BOUCHER XXX-XX-1909 OC TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEOMINSTER MA 01453

C

\_ MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

04-04-11 00-00 630 ATTORNEY ADVANCES

425.00 0.00 0.00 0.00 425.00 MTGR REC CORP ADV BA

03-16-11 05-09 161 ESCROW ADVANCE

75.00 0.00 0.00 75.00

03-16-11 03-11 314 NON ESC DELINQUENT PROP TAXES

75.00- 0.00 0.00 75.00- PAYEE = NCZCRET

8,513.69-

03-07-11 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

02-14-11 05-09 161 ESCROW ADVANCE

1,357.46 0.00 0.00 1,357.46

---\* PF2 FOR ADDL MESSAGES \*-----

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

SER1 5087 CUSTOMER SERVICE INV P80/001 04/15/11 11:35:55

FRANCIS J BOUCHER XXX-XX-1909 0C TYPE CONV. RES. MAN F

000-00-0000 IR 6.62500 BR 00

495 WILLARD ST LEOMINSTER MA 01453

C

MAST10 < MASSACHUSETTS ; POSSIBLY AFFECTED: STORMS. >: 05/11/10

-----~HIST-----\* LOAN HISTORY \*----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

04-11-11 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

9.60 0.00 0.00 0.00 9.60 MTGR REC CORP ADV BA

04-06-11 05-09 161 ESCROW ADVANCE

802.03 0.00 0.00 802.03

04-06-11 04-11 313 CITY TAX

802.03- 0.00 0.00 802.03- PAYEE = 200270073B

9,315.72-

04-04-11 00-00 632 STATUTORY EXPENSES

250.00 0.00 0.00 0.00 250.00 MTGR REC CORP ADV BA

04-04-11 00-00 630 ATTORNEY ADVANCES

35.00 0.00 0.00 0.00 35.00 3RD REC CORP ADV

---\* PF2 FOR ADDL MESSAGES \*---

ACTIVE FORECLOSURE

HMPOUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

P190 LN [REDACTED] 5087      L O A N   S I A I U S   1      04/15/11  
 NAME FJ BOUCHER    INV-LN [REDACTED]    DUE 05-01-09 TYPE 13  
 BR 00 MAN F P-TYPE I INT .0662500 FIRST PB    342,624.21    2ND PB    .00  
 PDYTD INT    .00 PRIN    .00 TAX    3036.52 HAZ    .00 TERM 360  
 RECON 660    GUAR    MIP    .00 LIEN    .00 MAT 12-36  
 BILL FRANCIS J BOUCHER    CONTRACT/POOL NO  
 NAME    TAX NAME FRANCIS    BOUCHER  
 &    495 WILLARD ST    PROPERTY    495    WILLARD ST  
 ADDR LEOMINSTER    MA 01453    ADDRESS LEOMINSTER    MA 01453  

<u>BALANCES</u>		<u>PAYMENT</u>		<u>STOPS</u>		<u>OTHER</u>	
ESCROW	.00	P&I	2253.89	PROCESS A	LEVEL SF	.00	
ADVANCE	9315.72	2ND P&I	.00	BAD CK 0	SF RATE	.00250000	
SUSPENSE	.00	ESCROW	455.36	PIF 0			
LC DUE	811.44	REPL	.00	FC 1	LAST ANAL	00-00	
REPL RES	.00	MISC	.00	NOTICE 1	LOAN DATE	10-30-06	
RES ESC	.00	LIFE	.00	ANALYZE 0	INT/ESC	1	
INT DUE	.00	A&H	.00	A&H 0	TEL 1	[REDACTED]	
HUD	.00	BSC	.00	LIFE 0	TEL 2	[REDACTED]	
DEFICIT	.00	TOTAL	2709.25	DISB 0	TEL CD	C	
DISC BAL	.00	HUD-P	.00	CASHIER 5	TIMES DELQ	11	
ORIG DIS	.00	NET PMT	2709.25	ACCRUAL 3	BILL MODE	9	
ORIG LOAN	352000	PMT FREQUENCY	12	L/C 1	FC TRACK	A	

SEE TASK SCREEN    [REDACTED]    SEE SCREEN P192

BNKH [REDACTED] 5087 \_\_\_\_\_ MMYB BANKRUPTCY HIST CH INV 04/18/11 11:35:32

FJ BOUCHER DUE 05/01/09 PMT 2,709.25 TYPE CONV. RES

495 WILLARD ST LEDMINSTER MA 01453

-----\* NO HISTORY IN RANGE \*-----PRO -----

ACT	DATE	AMOUNT	DUE DATE
-----	------	--------	----------

DLQ2 ████████ 5087 \_\_\_\_\_ Q9 D E L I N Q U E N C Y P80/001 04/15/11 11:35:21

FJ BOUCHER CONV. RES. 05/01/09 F/05/00 DUE: 65,597.76

495 WILLARD ST LEOMINSTER MA 01453 PMT: 2,709.25

-----\* REPAYMENT PLAN SCRATCH PAD \*-----

PMT DUE: 24 DUE DATES: 05/01/09 - 04/01/11 TOT-DUE: 66,706.56 C

PLAN PMT: 00 INCL: L/C- Y \* NSF- N OTHER- N OPT INS- N CORP ADV- Y \*

DEDUCT: SUSPENSE- N PLAN BREAK DAYS: \_\_\_\_ TYP: \_\_\_\_ IMD: N

PLAN PMT: ON MMDDYY INITIAL PMT OF .00 OR 00 % AND/OR

BEGINNING MMDDYY AND EVERY 0 WEEKS OR MONTHLY, PMT OF .00 OR

1 1/4 \_ 1 1/3 \_ 1 1/2 \_ 1 2/3 \_ 1 3/4 \_ 2 \_ #.## \_\_\_\_ % = .00

-----

SUSPENSE BAL: .00 INTEREST DUE: .00

LAST PLAN PAYMENT FOR .00 DUE ON MMDDYY

REC CORP ADV BAL: 1,108.80

-----~PLNS-----\* SUMMARY OF PLANS IN LAST 24 MONTHS \*-----

ADDED

BROKEN

KEPT

DELETED

CHANGED

\*\*\* NO SECURITY FOR THIS FUNCTION \*\*\*

PAY1 LOAN XXXXXXXXXX 5087      PAYOFF INFORMATION      04/15/11 11:34:49  
 BILLING NAME AND ADDRESS      MORTGAGOR & CO-MTGR SSN      MAN CODE      F  
 FRANCIS J BOUCHER      XXX-XX-1909      PAY PERIOD  
    -----PROPERTY ADDRESS-----      MONTHLY  
 495 WILLARD ST      495 WILLARD ST      PAY METHOD      9  
 LEOMINSTER MA 01453      LEOMINSTER MA 01453      SPECIAL  
 TOTAL PRIN BALANCE      DUE DATE      LOAN DATE      LOAN TYPE 13  
                  342,624.21      05/01/09      10/30/06      CONV. RES

-----PF6:TO FAX

CONTACT NAME \_\_\_\_\_ CONTACT PHONE NO. \_\_\_\_/\_\_\_\_-\_\_\_\_

MAIL-TO NAME AND ADDRESS IF OTHER THAN BILLING NAME AND ADDRESS

1 \_\_\_\_\_ 2 \_\_\_\_\_  
 3 \_\_\_\_\_ 4 \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_

CONTACT2 NAME \_\_\_\_\_ CONTACT2 PHONE NO. \_\_\_\_/\_\_\_\_-\_\_\_\_

1 \_\_\_\_\_ 2 \_\_\_\_\_  
 3 \_\_\_\_\_ 4 \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_

-----  
HMPOUT: HAMP MOD PACKAGE SENT

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

LOAN IS IN FORECLOSURE, F/C STOP = 1

PROC STOP = A FORECLOSURE DEPT

LOAN PAST DUE 24 MONTHS

594 DAYS PAST PROJECTED LEGAL DATE

BNKC 5087 BNKRUPTCY PROOF DE CLM CH INV P80 04/15/11 11:34:35

FJ BOUCHER DUE 05/01/09 PMT 2,709.25 TYPE CONV. RES

495 WILLARD ST LEOMINSTER MA 01453

----- PRE-PETITION CLAIM -----PRO

CLAIMED ACKNOWLEDGED CONFIRMED CLAIM TOT CONFIRMED TOT PRIN BALANCE

REVISED CLAIM MONTH: MM-YY PRE-PETITION CLAIM: CLAIM DETAIL OVERRIDE: N

----- PAYMENTS ----- LATE CHARGES -----

DUE DATE - DUE DATE AMOUNT TOTAL NUM AMOUNT TOTAL PD-TO-DT

LOAN NOT SET UP IN BANKRUPTCY W/S

11/15/2011 11:34:35 AM BNKRUPTCY PROOF DE CLM CH INV P80 04/15/11 11:34:35

DUE DATE - DUE DATE	AMOUNT	TOTAL	NUM	AMOUNT	TOTAL	PD-TO-DT
---------------------	--------	-------	-----	--------	-------	----------

LOAN NOT SET UP IN BANKRUPTCY W/S



BNK1 XXXXXXXXXX5087 BNK SETUP . CLM P80/001 04/15/11 11:34:24  
 FJ BOUCHER CHAPTER 05/01/09 TYPE CONV. RES. M:F F:1  
 495 WILLARD ST LEOMINSTER MA 01453 GRP

^STAT-----\* STATUS \*-----

STAT	PROC	CHAP	FILING DT	BANKRUPTCY	CASE #	COURT	TEMPLATE
	CLM						

NOTICE	CREDITOR	PF OF CLM	CONFIRM	REPAY	STAY	PMTS	ASSET
RECEIVED	MEETING	FILING	HEARING	PER	LIFT	INSIDE	CASE
041811					N	N	Y

TRUSTEE MTG CO ATTY DEBTOR ATTY REGION CODE  
 00

-----\* ADDITIONAL MESSAGES \*-----

\*\*\* LOAN IS ACTIVE FORECLOSURE \*\*\*  
HMPOUT: HAMP MOD PACKAGE SENT  
COMPLETED LOSS MITIGATION

-----~DESC-----\* BNK DESCRIPTIONS \*-----

BNK STATUS:	RMVL REAS:
CHAPTER:	RMVL DATE:
FOR1 STATUS: ACTIVE	PREPT DUE:
TEMPLATE: *** NOT FOUND ***	PSTPT DUE:
MTG CO ATTY:	BNK SETUP:
	FILING DT:
PROP INSP: FIDELITY NATIONAL FIELD	PROCESSOR:

BNK1 XXXX 5087 BNK SETUP . CLM P80/001 04/15/11 11:34:20  
 FJ BOUCHER CHAPTER 05/01/09 TYPE CONV. RES. M:F F:1  
 495 WILLARD ST LEOMINSTER MA 01453 GRP

~STAT-----\* STATUS \*-----

STAT	PROC	CHAP	FILING DT	BANKRUPTCY	CASE #	COURT	TEMPLATE
	CLM						

NOTICE	CREDITOR	PF OF CLM	CONFIRM	REPAY	STAY	PMTS	ASSET
RECEIVED	MEETING	FILING	HEARING	PER	LIFT	INSIDE	CASE
041811					N	N	Y

TRUSTEE MTG CO ATTY DEBTOR ATTY REGION CODE  
 00

-----\* ADDITIONAL MESSAGES \*-----

\*\*\* LOAN IS ACTIVE FORECLOSURE \*\*\*

HMPDUT: HAMP MOD PACKAGE SENT

COMPLETED LOSS MITIGATION

-----\* BNK DESCRIPTIONS \*-----

BNK STATUS:	RMVL REAS:
CHAPTER:	RMVL DATE:
FORI STATUS: ACTIVE	PREPT DUE:
TEMPLATE: *** NOT FOUND ***	PSTPT DUE:
MTG CO ATTY:	BNK SETUP:
	FILING DT:
PROP INSP: FIDELITY NATIONAL FIELD	PROCESSOR:

Map US Massachusetts Leominster

Views: 36

## 495 Willard St

**Zestimate®:** **\$231,500**

**Rent Zestimate:** \$1,612/mo

**Mortgage payment:** **\$930/mo**

[See current rates on Zillow](#)

[Check your 2011 Credit Score for \\$0](#)

<b>Bedrooms:</b>	3
<b>Bathrooms:</b>	2.5
<b>Sqft:</b>	1,656
<b>Lot size:</b>	18,571 sq ft / 0.43 acres
<b>Property type:</b>	Single Family
<b>Year built:</b>	1985
<b>Parking type:</b>	--
<b>Cooling system:</b>	--
<b>Heating system:</b>	--
<b>Fireplace:</b>	--
<b>Last sold:</b>	March 20 2006

[More facts](#)



No photos available for this property

### Description

This 1656 square foot single family home has 3 bedrooms and 2.5 bathrooms. It is located at 495 Willard St Leominster, Massachusetts. This home is in the Leominster School District. The nearest schools are Fall Brook Elementary School, Samoset Middle School and Leominster High School.

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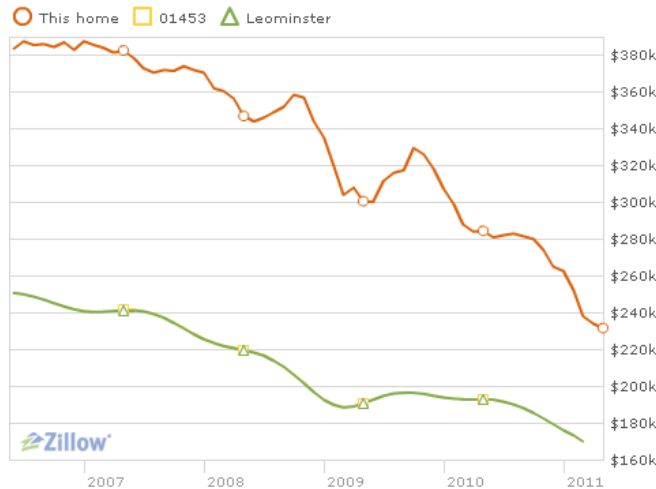
### Charts and Data

[Map](#)

	Value	Range	30-day change	\$/sqft	Last updated
<b>Zestimate</b>	<b>\$231,500</b>	\$192K - \$252K	<b>-\$2,000</b>	\$139	05/14/2011
<b>Rent Zestimate</b>	<b>\$1,612/mo</b>	\$1K/mo - \$2.3K/mo	<b>-\$50</b>	\$0.97	05/10/2011
<b>My estimate</b>	<a href="#">Create estimate</a>				
<b>Owner Comment</b>	<a href="#">Post a comment</a>				

#### Show

- ☒ Zestimate (\$)
  - ☐ Zestimate (% change)
  - ☐ Rent Zestimate (\$)
  - ☐ Listing price
  - ☐ Tax assessment
  - ☐ Tax paid
  - ☐ Page views
- Time period**
- ☒ 1 month
  - ☐ 1 year
  - ☒ 5 years
  - ☐ 10 years



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### Price History

Date	Description	Price	% Chg	\$/sqft	Source
03/20/2006	Sold	\$1	-100.0%	\$0	Public Record

Date	Description	Price	% Chg	\$/sqft	Source	
11/28/1984	Sold	\$16,900	--	\$10	Public Record	

#### Tax History

Year	Taxes paid	% Change	Tax assessment	% Change
2011	\$3,766	-12.9%	\$244,400	-21.9%
2010	\$4,324	7.5%	\$312,900	-6.4%
2009	\$4,023	--	\$334,400	--
2008	\$4,023	-5.1%	\$334,400	-14.2%
2007	\$4,240	2.9%	\$389,700	2.0%
<a href="#">More entries</a>				

#### Maps and Views

[Map](#)
[Bird's Eye View](#)
[Street View](#)

- ☐ **Zestimates** [View home on larger map](#) Local amenities provided by
- ☐ **Schools**
- ☐ **Grocery Stores**
- ☐ **Coffee and Bakery**
- ☐ **Parks**
- ☐ **Restaurants**
- ☐ **Gas Stations**

#### Drive time

Enter address...

#### Financing

##### Loan program



##### Purchase



##### Refinance

##### Location

Massachusetts 

[Zillow Mortgage Marketplace](#)

Lender	Rate	APR	Fees
Roundpoint Mortgage (166)	4.250%	4.407%	\$4,511
Powder House Mortgage Company, Inc.	4.250%	4.415%	\$4,742
David Laz Fairway Independent Mortgage Corpor (81)	4.250%	4.416%	\$4,778

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