UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re

Bean Taylor & Whitaker Mortgage Corp.

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

Debtor(s)
_____/

MOTION FOR RELIEF FROM STAY FILED BY SAXON MORTGAGE SERVICES, INC. REGARDING REAL PROPERTY

SAXON MORTGAGE SERVICES, INC. ("Creditor"), pursuant to §§362(d)(1) and (2) of the Bankruptcy Code, hereby moves this Court for entry of an order granting relief from stay as to the bankruptcy estate and as to the Debtor(s), and states:

1. Debtor is or was the holder of a second Mortgage or Junior Mortgage on a parcel of real property. In other instances, debtor is or was the mortgage servicer on a mortgage loan.

2. Saxon or its predecessor in interest entered into Mortgage loan transactions with respect to the real property in which Debtor was either a junior mortgagee or a loan servicer for such junior mortgage which consisted of the following property: **REAL PROPERTY LOCATED AT: 132 SO MAIN ST, BROOKLYN, CONNECTICUT 06239 LEGALLY DESCRIBED AS: A CERTAIN TRACT OR PARCEL OF LAND, WITH ALL BUILDINGS THEREON STANDING, SITUATED IN EAST BORRKLYN SO-CALLED, IN THE TOWN OF BROOKLYN, COUNTY OF WINDHAM AND STATE OF CONNECTICUT, BEING THE SAME PREMISES CONVEYED TO GERARD FOUMIER AND CLAIRE FOUMIER BY WARRANTY DEED TO JOSEPH H. MOLLEUR AND EMELDA M. MOLLEUR DATED OCTOBER 3, 1942, AND RECORDED IN BROOKLYN LAND RECORDS, VOL. 28, PAGE 7, IN SAID DEED BOUNDED AND DESCRIBED AS FOLLOWS:**
"ON THE NORTH BY LAND NOW OR FORMERLY OF THE QUINEBAUG COMPANY, ON THE EAST BY LAND NOW OR FORMERLY OF MAY BABSON; ON

THE SOUTH BY THE STATE HIGHWAY FROM DANIELSON TO BROOKLYN, AND KNOWN AS MAIN STREET; AND ON THE WEST BY LAND NOW OR FORMERLY OF HENRY BERNIER AND DELIMA BERNIER.

BEING THE SAME PREMISES DESCRIBED INA CERTAIN WARRANTY DEED FROM FRANCOIS X. BERNIER TO JOSEPH H. MOLLEUR ANDX EMELDA M. MOLLEUR DATED MARCH 3, 1938 AND RECORDED IN BROOKLYN LAND RCORDS, VOLUME 24 AT PAGE 479.

EXCEPTING, HOWEVER THAT CERTAIN TRACT OF LAND CONSISTING OF 0.12 OF AN ACRE OF LAND, MORE OR LESS, CONVEYED TO THE STATE OF CONNECTICUT BY QUIT-CLAIM DEED OF GERARD FOUMIER AND CLAIRE FOUMIER DATED AUGUST 16, 1955, AND RECORDED IN BROOKLYN LAND RECORDS VOL. 32, PAGES 488-489, IN SAID DEED BOUNDED AND DESCRIBED AS FOLLOWS:

NORTHERLY - BY LAND NOW OR FORMERLY OF DAVID SCHRAGE, ET ALS., 51 FEET, MORE OR LESS; EASTERLY - BY LAND NOW OR FORMERLY OF EMMA D. CHARTIER BOURDELAIS, 109 FEET, MORE OR LESS; SOUTHERLY - BY LAND OF THE RELEASORS HEREIN, 52 FEET, MORE OR LESS, BY A LINE WHICH IS 100 FEET SOUTHERLY FROM AND PARALLEL WITH THE BASE LINE OF THE RELOCATION OF ROUTE U.S. 6, MORE PARTICULARLY SHOWN ON MAP HEREINAFTER REFERRED TO; WESTERLY - BY LAND NOW OR FORMERLY OF ROBERT L. CROSS AND MARY B. CROSS, 109 FEET, MORE OR LESS.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE RELEASORS HEREIN WAIVE AND RELINQUISH ALL RIGHTS OF ACCESS DIRECTLY TO AND FROM THE RELOCATION OF ROUTE U.S. 6, FROM AND TO THE REMAINING LAND OF THE RELEASORS HEREIN, WHICH IS LOCATED ON THE SOUTHERLY SIDE OF THE ABOVE DESCRIBED PREMISES.

FOR A MORE PARTICULAR DESCRIPTION OF THE ABOVE DESCRIBED

PREMISES, REFERENCE IS MADE TO A MAP TO BE FILED IN THHE BROOKLYN TOWN CLERK'S OFFICE, ENTITLED: "TOWN OF BROOKLYN, MAP SHOWING LAND & RIGHTS OF ACCESS ACQUIRED FROM GERARD & CLAIRE FORNIER BY THE STATE OF CONNECTICUT, RELOCATION OF ROUTE U.S. 6, SCALE 1"=40' AUGUST 1953, REVISED NOVEMBER, 1953, G. ALBERT HILL, HIGHWAY COMMISSIONER." ("Collateral").

3. Saxon is entitled to enforce the Note and Mortgage on the above described property. Copies of the relevant loan document(s) are available upon request but are not attached hereto, because the Debtor is not the obligor on any of the instruments.

4. The property owner Charles Dalton who is not a Debtor in the case before this Court, defaulted under the terms of their respective Note and Mortgage with Creditor by failing to make all payments when due.

5. The Debtor(s), and the estate, have made no offer of adequate protection to Creditor regarding Creditor's interest in the Collateral. Creditor, therefore, lacks adequate protection.

6. The Collateral is diminishing and decreasing in value and continues to do so by virtue of the continued use of the Collateral by the Debtor(s) without payments to Creditor.

7. The Debtor(s), and the estate, lack equity in the Collateral.

8. The Collateral is not necessary to an effective reorganization.

9. Pursuant to the terms of the Contract between the parties, the mortgagor (non debtor) are obligated to pay Creditor's reasonable attorneys' fees and court costs. Creditor has retained the undersigned attorneys and has agreed to pay them a reasonable fee for their services rendered in connection with this Motion.

10. Creditor asserts sufficient cause exists to waive the requirement of Bankruptcy Rule 4001(a)(3), therefore allowing an Order to be effective upon this Honorable Court's signature. In addition Creditor prays that the Court suspend the Rule in all instances in which there is a Consent on the part of the Debtor(s).

11. The unpaid principal balance due is in the amount of $118,490.49.

12. The account at issue is presently due for the payment due November 1, 2010 and all subsequent payments which have come due through the date of this Motion.

WHEREFORE, Creditor requests that the Court enter an order modifying or terminating the automatic stay as to the Debtor and to the estate or enter a comfort Order determining that the Stay does not apply to permit Creditor to enforce its in rem contractual and state law remedies against the described property and for such other relief as requested above.

/s/ Larry M. Foyle, Esq.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing was furnished on July 14, 2011, by U.S. Mail and/or electronic mail via CM/ECF pursuant to Local Rule 7005-3 to: Bean Taylor & Whitaker Mortgage Corp., 4901 Vineland Road, Ste 120, Orlando, FL 32811; Charles Dalton at his/her place of abode, 4901 Vineland Road, Ste 120, Orlando, FL 32811; Edward J Peterson, 110 East Madison Street, Suite 200, Tampa, FL 33602 and all parties in interest on the attached matrix pursuant to Local Rule 1007-2 and, if applicable, F.R.B.P. 1007(d), 2002; and 4001(d).

Rule 7005-3

SERVICE BY ELECTRONIC MEANS UNDER RULE 5(b)(2)(D)

A party may make service under Rule 5 (b) (2) (D) of the Federal Rules of Civil Procedure through the Court's electronic transmission facilities if the party being served is a Filing User or otherwise consents in writing to electronic service.

/s/ Larry M. Foyle, Esq.
Larry M. Foyle, Esq. (x1353)

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