

05/19/12

In re: Taylor, Bean & Whitaker Mortgage Corp – Jointly administered under Case No 3:09-bk-07047-JAF

Case number 09-07047 Claim Number 775 total amount due 909.98

James J and Judith M Fox

87 Center Dr.

Lake Waccamaw, NC 28450

**FILED**  
JACKSONVILLE, FLORIDA  
MAY 29 2012

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

To:

United States Bankruptcy Court, Bryan Simpson

United States Court House

300 North Hogan Street, Suite 3-350

Jacksonville, FL 32202

Dear Sir

I disagree with the claim that we have been paid in full. I had file my claim with the bankruptcy court with the entire supporting documentation showing that the funds were not received.

The pages attached are the supporting documentation showing that these funds were sent to us but the check was NSF. In the documentation I also attached the ending escrow account from Taylor, Bean & Whitaker and the beginning balance of Bank of America and there is a shortage of 909.98.

There was never a replacement check from Taylor, Bean & Whitaker or Bank of America. If they have evidence that I was paid I would like the back-up documentation sent to me.

Sincerely,



Judith M Fox

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In re:

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,  
REO SPECIALISTS, LLC, and  
HOME AMERICA MORTGAGE, INC.,

Debtors.

Chapter 11 Case

Case No. 3:09-bk-07047-JAF  
Case No. 3:09-bk-1022-JAF  
Case No. 3:09-bk-10023-JAF

Jointly Administered Under  
Case No. 3:09-bk-07047-JAF

In re:

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,

Applicable Debtor.

Case No. 3:09-bk-07047-JAF

**FORTY FOURTH OMNIBUS OBJECTION TO CLAIMS**  
**(TBW Borrower Claims—Fully Paid)**

**IMPORTANT NOTICE TO CREDITOR:  
THIS IS AN OBJECTION TO YOUR CLAIM**

This objection seeks to disallow your claim in full. Please read this objection carefully to identify which claim/scheduled claim is objected to and what disposition is recommended for your claim.

If you disagree with the objection or the recommended treatment, you must file a written response **WITHIN 30 DAYS** from the date of service stated in the certificate of service accompanying this objection, explaining why your claim should be allowed as presently filed, and you must mail a copy to the undersigned attorneys **OR YOUR CLAIM MAY BE DISPOSED OF IN ACCORDANCE WITH THE RECOMMENDATION IN THIS OBJECTION.**

Any written response must contain the case name, case number, and must be filed with the Clerk of the United States Bankruptcy Court, Bryan Simpson United States Courthouse, 300 North Hogan Street, Suite 3-350, Jacksonville, FL 32202 with a copy to Alisa Paige Mason, Esq., Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131.

The Plan Trustee reserves the right to amend his objection to any claims set forth herein, to object on additional grounds not set forth herein and/or to object to any further claims not presently set forth herein. By filing this Omnibus Objection, the Plan Trustee does not waive the right to file further objections or to pursue avoidance actions or other causes of action.

**WHEREFORE**, the Plan Trustee respectfully requests that the Court (1) treat the Claims set forth herein, as recommended by the Plan Trustee, without prejudice to the rights of the Plan Trustee or other interested parties to file further objections or to pursue avoidance actions or other causes of action, and (2) grant such other and further relief as is just and appropriate.

**I HEREBY CERTIFY** that I am admitted to the Bar of the United States District Court for the Middle District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(a).

Dated: May 4, 2012

Respectfully submitted,

BERGER SINGERMAN LLP  
*Counsel to Neil F. Luria, Plan Trustee for the  
Taylor, Bean & Whitaker Plan Trust*  
1450 Brickell Avenue, Suite 1900  
Miami, FL 33131  
Telephone: (305) 755-9500  
Facsimile: (305) 714-4340

By: /s/ Alisa Paige Mason  
Alisa Paige Mason  
Florida Bar No. 084461  
[pmason@bergersingerman.com](mailto:pmason@bergersingerman.com)

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Middle District of Florida, Jacksonville Div.

PROOF OF CLAIM

Name of Debtor: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

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

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

Name of Creditor (the person or other entity to whom the debtor owes money or property): James J and Judith M Fox

Name and address where notices should be sent: James J and Judith M Fox 87 Center Dr., Lake Waccamaw, NC 28450

Telephone number: (910) 646-4570

CLAIM FILED JACKSONVILLE, FLORIDA

JAN 25 2010

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

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

Court Claim Number: (if known)

Filed on:

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

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

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

Telephone number:

1. Amount of Claim as of Date Case Filed: \$ 909.98

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

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

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

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

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

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

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

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

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

Amount entitled to priority:

\$

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

2. Basis for Claim: Escrow refund check NSF (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 3130

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection:

Amount of Secured Claim: \$ 909.98 Amount Unsecured: \$

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

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

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

If the documents are not available, please explain:

Date: 1/19/10

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

Judith M. Fox

FOR COURT USE ONLY

T, B & W Mortgage Corp.



00775

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

# PROOF OF CLAIM

In re:  
**TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**

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

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

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

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

XXXXXXXXXXXXXXXXXXXX 21836931023415  
FOX, JAMES J & JUDITH M  
87 CENTER DR  
LAKE WACCAMAW, NC 28450

Creditor Telephone Number ( )

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

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

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

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

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

Claim Number (if known):

Filed on: \_\_\_\_\_

Payment Telephone Number ( )

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ \_\_\_\_\_

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  
If all or part of your claim is entitled to priority, complete item 5.

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

2. BASIS FOR CLAIM:

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

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

3a. Debtor may have scheduled account as: \_\_\_\_\_

4. SECURED CLAIM

(See instruction #4 on reverse side.)

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

Secured Claim Amount: \$ \_\_\_\_\_

Unsecured Claim Amount: \$ \_\_\_\_\_

**DO NOT** include the priority portion of your claim here.

Nature of property or right of setoff:

Describe:  
 Real Estate  Motor Vehicle  Other \_\_\_\_\_

Amount of arrearage and other charges as of time case filed included in secured claim, \_\_\_\_\_

Annual Interest Rate: \_\_\_\_\_ % if any: \$ \_\_\_\_\_

Basis for Perfection: \_\_\_\_\_

5. PRIORITY CLAIM

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

Unsecured Priority Claim Amount: \$ \_\_\_\_\_

Include **ONLY** the priority portion of your unsecured claim here.

You **MUST** specify the priority of the claim:

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

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

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

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

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

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

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

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

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

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

**THIS SPACE FOR COURT USE ONLY**

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

Mail original claim and copies of supporting documentation to:

**If by regular mail**

TB&W Mortgage  
c/o BMC Group, Claims Processing  
P.O. Box 3020  
Chanhassen, MN 55317-3020

**If by messenger or overnight courier**

TB&W Mortgage  
c/o BMC Group, Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

Once filed, a "Filed" stamped copy of the claim will be returned to the claimant within three (3) business days of docketing If the claimant encloses a stamped, self-addressed envelope with a copy of the proof of claim.

# State Employees' Credit Union®

Central Services

August 31, 2009

James and Judith Fox  
87 Center Dr  
Lake Waccamaw NC 28450

Dear Member:

The enclosed item\* that you deposited or cashed at our Whiteville (41) branch on 8/24/2009 has been returned to the Credit Union marked "Non-Sufficient Funds". We have debited \$909.98 from your account number 28139071 effective as of the date your deposit began earning interest. Your account has been charged a \$5.00 return check fee effective today.

\*The item being returned to you may be the original check or an IRD substitute check, which is a legal document and may be used in place of the original check.

Please adjust your account records accordingly. If you have any questions, please contact the Whiteville branch at (910) 642-0456.

Sincerely,

*Jared E. Lloyd*

Jared Lloyd

Check Operations Specialist

Enclosure: Whiteville (41)









**Taylor, Bean  
& Whitaker**

*Mortgage Corp.*

1417 North Magnolia Ave

Ocala, Florida 34475

Bus. 888-225-2164

Fax 888-329-9270

Web: [www.taylorbean.com](http://www.taylorbean.com)

**Escrow Refund Check**

Enclosed please find a check issued in connection with your Taylor, Bean & Whitaker Mortgage Corp. loan. You should have recently received documentation from us notifying you of a forthcoming check from your escrow account and the reason. You may also view the documentation online. Simply log on to your account, select the "See More" option and access the "Statement/Documents" tab.

If you have any questions or if we may be of any other service, please visit us on the web at [www.taylorbean.com](http://www.taylorbean.com) or contact our Customer Relations Department at 1-888-225-2164, Monday-Friday 9:00am – 8:00pm or Saturday 8:00am – 5:00pm EST.

We appreciate your business,

Customer Relations  
Taylor, Bean & Whitaker Mortgage Corp.

Enc. (1)



Tax and Insurance Account Disclosure Statement

August 4, 2009

Loan Number 2731913  
Due Date 08/01/09

Account Projection Summary for 10/09 Through 09/10

|  |                        |          |                          |                 |
|--|------------------------|----------|--------------------------|-----------------|
| Projected T&I Payment:                   | 287.10 ( 12 payments ) |          |                          |                 |
| Current Balance Projected Low Point:     |                        | 1,353.42 | New Payment Information: |                 |
| Less the lowest of the following:        |                        |          | Current P&I Payment:     | 1,011.72        |
| RESPA Allowed Low Point:                 | 443.44                 |          | T&I Payment:             | 287.10          |
| Mtg Document Allowed Low Point:          | 443.44                 |          |                          |                 |
| Low Point Selected By Servicer:          | 443.44                 | 443.44   |                          |                 |
| Net Balance:                             |                        | 909.98   |                          |                 |
| Resulting Surplus:                       |                        | 909.98   |                          |                 |
| T&I Balance:                             |                        | 2,367.98 |                          |                 |
| Less Surplus:                            |                        | 909.98   | New Payment Effective:   | 10/01/09        |
| Required Beginning Balance Projection to |                        |          |                          | <u>1,298.82</u> |
| Ensure Low Point (incl reserves) of:     | 443.44 **              | 1,458.00 |                          |                 |

You have a surplus of 909.98. This surplus must be returned to you unless it is less than 50.00, in which case we have the additional option of retaining it and lowering your monthly payments accordingly. WE ARE SENDING YOU A CHECK FOR THE SURPLUS.  
An "F" indicates a reserve amount held in the account for a future year disbursement.  
Reserves held for items yet to be paid are needed in your escrow account to pay for tax and/or insurance items that were due to be paid prior to the T&I computation period, as indicated.  
For further explanation, please call Servicing Department.  
Keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

Tax and Insurance Account Disclosure Statement

August 4, 2009

TAYLOR, BEAN & WHITAKER MORTGAGE CORP  
 1417 N. Magnolia Avenue  
 Ocala, FL 34475-9078  
 (888) 225-2164

Loan Number 2731913  
 Due Date 08/01/09

Property Address:  
 87 CENTER DRIVE  
 LAKE WACCAMAW NC 28450

JAMES J FOX & JUDITH M FOX  
 87 CENTER DRIVE  
 LAKE WACCAMAW NC 28450

Account History for 10/08 Through 09/09

| Month                     | Projected T&I Pmt | Actual T&I Pmt | Projected T&I Disb | Actual T&I Disb | Disb Desc          | Projected T&I Balance | Actual T&I Balance |
|---------------------------|-------------------|----------------|--------------------|-----------------|--------------------|-----------------------|--------------------|
| Starting T&I Balance..... |                   |                |                    |                 |                    | 0.00                  | 2,404.94           |
| October                   | 0.00              | 284.02 *       | 0.00               | 0.00            |                    | 0.00                  | 2,688.96           |
|                           | 0.00              | 0.00           | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 2,623.58           |
| November                  | 0.00              | 284.02 *       | 0.00               | 1,458.00 *      | Property Insurance | 0.00                  | 1,165.58 **        |
| December                  | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 1,384.22           |
|                           | 0.00              | 0.00           | 0.00               | 0.00            |                    | 0.00                  | 1,668.24           |
| January                   | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 1,602.86           |
| February                  | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 1,821.50           |
| March                     | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 2,040.14           |
|                           | 0.00              | 0.00           | 0.00               | 0.00            |                    | 0.00                  | 2,324.16           |
| April                     | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 2,258.78           |
| May                       | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 2,477.42           |
| June                      | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 2,696.06           |
|                           | 0.00              | 0.00           | 0.00               | 0.00            |                    | 0.00                  | 2,980.08           |
| July                      | 0.00              | 0.00           | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 2,914.70           |
| August                    | 0.00              | 284.02 *       | 0.00               | 65.38 *         | MI Insurance       | 0.00                  | 2,849.32           |
|                           | 0.00              | 284.02 * E     | 0.00               | 0.00            |                    | 0.00                  | 3,133.34           |
|                           | 0.00              | 0.00           | 0.00               | 65.38 * E       | MI Insurance       | 0.00                  | 3,351.98           |
| September                 | 0.00              | 284.02 * E     | 0.00               | 1,202.64 * E    | County Taxes       | 0.00                  | 2,149.34           |
| Totals.....               | 0.00              | 3,408.24       | 0.00               | 3,445.20        | E MI Insurance     | 0.00                  | 2,367.98           |

*Transferred  
BoA*

An asterisk (\*) indicates a difference from a previous estimate either in the date or the amount. An "E" indicates estimates for future payments or disbursements.

Your mortgage payment, as of the last T&I Account Disclosure Statement, was 0.00. The breakdown was as follows: 0.00 Principal and Interest, 0.00 T&I, 0.00 Miscellaneous Insurance, 0.00 Subsidy.

Last year, we anticipated that disbursements from your T&I account would be made during this period equalling 0.00. Under RESPA, your low monthly T&I balance should not have exceeded 0.00, or 1/8 of anticipated disbursements. Under your mortgage contract, your low monthly T&I balance should not have exceeded 0.00. Under your servicers selected low point, your low monthly T&I balance should not have exceeded 0.00. The low balance was 1,165.58\*\*.

Review the difference in the activity that we projected to occur against the actual history. Possibilities for not reaching the low balance may include:

1. A tax bill, insurance bill, or other T&I item was paid at a lower amount than projected, or was paid later than projected.
2. A surplus from a prior year was not eliminated.
3. Unscheduled deposits were made to the T&I account.
4. Unscheduled disbursements were made from the T&I account.

For further explanation, please call Servicing Department.

**CANCELLATION OF FHA ANNUAL MORTGAGE INSURANCE PREMIUM****Automatic Cancellation**

In the past, some borrowers with FHA loans have paid annual mortgage insurance premiums throughout the life of their mortgages. Effective for all loans belonging to the Mutual Mortgage Insurance Fund that closed on or after January 1, 2001 or insured under Sections 234(c) and 203(k) that closed on or after December 28, 2005, FHA's annual mortgage insurance premiums will be **automatically** canceled under the following conditions:

- 1) For mortgages with terms greater than 15 years, the annual mortgage insurance premiums will be canceled when the loan-to-value ratio reaches 78% of the lower of the initial sales price or the appraised value based on the original amortization schedule, provided the borrower has paid the annual mortgage insurance premiums for at least 5 years; and,
- 2) For mortgages with terms for 15 years or less, and with loan-to-value ratios 90% and greater, the annual mortgage insurance premiums will be canceled when the loan-to-value ratio reaches 78% of the lower of the initial sales price or the appraised value based on the original amortization schedule, irrespective of the length of time the borrower has paid the annual mortgage premiums.

Although the annual mortgage insurance premiums will be canceled as described, the contract of insurance will remain in force for the loan's full term. FHA will determine when a borrower has reached the 78% loan-to-value ratio based on the lower of the sales price or the appraised value at origination. New appraised values will not be considered.

**Borrower Requested Cancellation**

You can also request through BANK OF AMERICA, N.A., cancellation of your MIP when the loan-to-value ratio reaches 78% in advance of the initial amortization schedule due to **prepayments of mortgage principal**, provided: (1) you have not been more than 30 days delinquent on your payments during the previous 12 months; and, (2) for 30 year mortgages, at least 5 years have elapsed from the date of origination of your mortgage. For 15 year mortgages, there is no minimum time period that is required to have elapsed since origination of the loan.

As with automatic cancellations, the 78% loan-to-value threshold will be predicated only upon the initial sales price or appraised value at origination, whichever is less. New appraised values will not be considered.

For more information concerning your cancellation rights, if any, and the conditions and procedures to effect cancellation, please send your written request (be sure to include your name and account number) for cancellation to the following address, or call us at (800) 669-6607:

BANK OF AMERICA, N.A.  
Attn: PMI Department **CA6-914-01-13**  
1800 Tapo Canyon Road  
Simi Valley, CA 93063

**TRANSACTION HISTORY FOR 2009**

| Date       | Description       | Pmt/mo  | Amount     | Principal    | Interest | Escrow     | Optional Insurance | Buydown Assistance | Late Charge | Partial Balance |
|------------|-------------------|---------|------------|--------------|----------|------------|--------------------|--------------------|-------------|-----------------|
| 2009       | Beginning Balance |         |            | \$158,582.20 |          | \$0.00     |                    |                    |             | \$0.00          |
| 08/24/2009 | INT ESCROW SETUP  | 07/2009 | \$2,223.36 | \$0.00       | \$0.00   | \$2,223.36 | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 08/27/2009 | COUNTY TAX PMT    | 07/2009 | \$1,187.37 | \$0.00       | \$0.00   | \$1,187.37 | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 09/01/2009 | REGULAR PAYMENT   | 08/2009 | \$1,295.74 | \$152.73     | \$858.99 | \$284.02   | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 09/01/2009 | MISC. POSTING     | 08/2009 | \$51.83    | \$0.00       | \$0.00   | \$0.00     | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 09/02/2009 | REGULAR PAYMENT   | 09/2009 | \$1,295.74 | \$153.56     | \$858.16 | \$284.02   | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 09/04/2009 | FHA MIP PMT       | 09/2009 | \$130.76   | \$0.00       | \$0.00   | \$130.76   | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 09/17/2009 | REGULAR PAYMENT   | 10/2009 | \$1,295.74 | \$154.39     | \$857.33 | \$284.02   | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 09/17/2009 | MISC. POSTING     | 10/2009 | \$51.83    | \$51.83      | \$0.00   | \$0.00     | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 10/06/2009 | FHA MIP PMT       | 10/2009 | \$67.24    | \$0.00       | \$0.00   | \$67.24    | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 10/09/2009 | REGULAR PAYMENT   | 11/2009 | \$1,295.74 | \$155.51     | \$856.21 | \$284.02   | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 10/23/2009 | HAZARD INS PMT    | 11/2009 | \$1,639.00 | \$0.00       | \$0.00   | \$1,639.00 | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 11/05/2009 | FHA MIP PMT       | 11/2009 | \$64.62    | \$0.00       | \$0.00   | \$64.62    | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 11/09/2009 | MISC. POSTING     | 11/2009 | \$1,295.74 | \$0.00       | \$0.00   | \$0.00     | \$0.00             | \$0.00             | \$0.00      | \$1,295.74      |
| 11/10/2009 | MISC. POSTING     | 11/2009 | \$1,295.74 | \$1,295.74   | \$0.00   | \$0.00     | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 11/10/2009 | MISC. POSTING     | 11/2009 | \$1,295.74 | \$0.00       | \$0.00   | \$0.00     | \$0.00             | \$0.00             | \$0.00      | \$1,295.74      |
| 12/04/2009 | FHA MIP PMT       | 11/2009 | \$64.62    | \$0.00       | \$0.00   | \$64.62    | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 12/07/2009 | REGULAR PAYMENT   | 12/2009 | \$1,350.87 | \$161.50     | \$850.22 | \$339.15   | \$0.00             | \$0.00             | \$0.00      | \$0.00          |
| 2009       | Ending Balance    |         |            | \$156,456.94 |          | \$544.98   |                    |                    |             | \$0.00          |