

**FEDERAL HOUSING FINANCE AGENCY
OFFICE OF INSPECTOR GENERAL**

**Evaluation of the Federal Housing Finance Agency's
Oversight of Freddie Mac's Repurchase Settlement
with Bank of America**



EXPLANATION OF REDACTIONS IN THIS REPORT

This report includes redactions requested by the Federal Housing Finance Agency (FHFA) and the Federal Home Loan Mortgage Corporation (Freddie Mac). According to FHFA and Freddie Mac, the redactions are intended to protect from disclosure material that they consider to be confidential financial, proprietary business, and/or trade secret information, which Freddie Mac claims it would not ordinarily publicly disclose and, if disclosed, could place it at a competitive disadvantage.



FEDERAL HOUSING FINANCE AGENCY OFFICE OF INSPECTOR GENERAL AT A GLANCE

Evaluation of FHFA's Oversight of Freddie Mac's Repurchase Settlement with Bank of America

Why FHFA-OIG Did This Evaluation

In the closing days of 2010, the Federal Housing Finance Agency (FHFA or Agency), acting in its capacity as the conservator of the Federal Home Loan Mortgage Corporation (Freddie Mac or the Enterprise) and the Federal National Mortgage Association (Fannie Mae) (collectively the Enterprises), approved two agreements totaling \$2.87 billion under which the Enterprises settled mortgage repurchase claims asserted against Bank of America.

Freddie Mac and Fannie Mae have purchased millions of mortgages from loan sellers, such as Bank of America. The contracts under which the Enterprises purchased the mortgages provide them with the right to require the sellers to repurchase mortgages that do not meet the underwriting criteria represented and warranted by them. Freddie Mac's \$1.35 billion settlement with Bank of America could serve as a precedent for future repurchase settlements.

The FHFA Office of Inspector General (FHFA-OIG) began a review after Members of Congress and others questioned the adequacy of the settlements. During the review, two individuals independently reported their concerns about the Freddie Mac-Bank of America settlement, and FHFA-OIG commenced this evaluation.

What FHFA-OIG Recommends

FHFA-OIG makes two recommendations. FHFA and its senior management should promptly: (1) act on the specific and significant concerns raised by FHFA staff and Freddie Mac internal auditors about Freddie Mac's loan review process; and (2) initiate reforms to ensure more generally that senior managers are apprised of and timely act on significant concerns brought to their attention.

What FHFA-OIG Found

FHFA-OIG found that FHFA senior management did not timely address significant concerns raised about the loan review process used by Freddie Mac and its ramifications on underlying the settlement. Specifically, FHFA-OIG makes three findings.

First, in mid-2010, prior to the Bank of America settlement, an FHFA senior examiner raised serious concerns about limitations in Freddie Mac's existing loan review process for mortgage repurchase claims, which, according to the senior examiner, could potentially cost Freddie Mac a considerable amount of money. Freddie Mac's internal auditors independently identified concerns about the process at the end of 2010. These concerns merited prompt attention by FHFA because they potentially involve significant recoveries for Freddie Mac and, ultimately, the taxpayers. Further, unless examined and addressed, the underlying problems are susceptible to recurrence.

Second, FHFA did not timely act on or test the ramifications of these concerns prior to the Bank of America settlement. FHFA-OIG did not independently validate Freddie Mac's existing loan review process and, therefore, does not reach any final conclusion about it. Nevertheless, by relying on Freddie Mac's analysis of the settlement without testing the assumptions underlying Freddie Mac's existing loan review process, FHFA senior managers may have inaccurately estimated the risk of loss to Freddie Mac.

Third, following the initiation of FHFA-OIG's evaluation, FHFA, to its credit, suspended future Enterprise mortgage repurchase settlements premised on the Freddie Mac loan review process and set in motion activities to test the assumptions underlying the loan review process. Additionally, other findings tend to support the validity of the concerns about the process. For example, on June 6, 2011, Freddie Mac's internal auditors issued an audit opinion that the Enterprise's internal governance controls over this process were "Unsatisfactory." Furthermore, at the end of 2010 and then again in mid-2011, a Freddie Mac senior manager advised the board of directors that the Enterprise could recover more in the future if it used a more expansive loan review process.

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ABBREVIATIONS

ARM	Adjustable Rate Mortgage
Countrywide.....	Countrywide Financial
DER.....	Division of Enterprise Regulation
Fannie Mae.....	Federal National Mortgage Association
FHFA	Federal Housing Finance Agency
FHFA-OIG	Federal Housing Finance Agency Office of Inspector General
Freddie Mac	Federal Home Loan Mortgage Corporation
HERA.....	Housing and Economic Recovery Act of 2008
MBS	Mortgage-Backed Securities
OCO	Office of Conservatorship Operations

Federal Housing Finance Agency

Office of Inspector General

Washington, DC

PREFACE

FHFA-OIG was established by the Housing and Economic Recovery Act of 2008 (Public Law No. 110-289) (HERA), which amended the Inspector General Act of 1978 (Public Law No. 95-452). FHFA-OIG is authorized to conduct audits, investigations, and other activities of the programs and operations of FHFA; to recommend policies that promote economy and efficiency in the administration of such programs and operations; and to prevent and detect fraud and abuse in them. This evaluation is one in a series of audits, evaluations, and special reports published as part of FHFA-OIG's oversight responsibilities. It is intended to assess FHFA's review and approval of Freddie Mac's settlement of mortgage repurchase claims with Bank of America.

Fannie Mae and Freddie Mac are government-sponsored enterprises that support the nation's housing finance system through the secondary mortgage market. The Enterprises purchase mortgages from loan sellers, such as banks, which can then use the sales proceeds to originate additional mortgages. The Enterprises either hold the loans in their investment portfolios or pool them into mortgage-backed securities (MBS) that they sell to investors. The proceeds of such sales, in turn, fund additional purchases of loans on the secondary market. In 2010, with the housing crisis continuing, federal government-supported entities collectively controlled 96% of the secondary mortgage market.¹ The Enterprises alone accounted for 70% of the market.

In September 2008, due to mounting mortgage-related losses, the Enterprises were placed into conservatorships overseen by FHFA, pursuant to HERA. At the same time, the Department of the Treasury agreed to provide financial support to the Enterprises and, to date, has invested over \$162 billion of public funds in them to offset their losses and prevent their insolvency.² As

¹ FHFA, *Conservator's Report on the Enterprises' Financial Performance: Fourth Quarter 2010*, at 5, available at www.fhfa.gov/webfiles/21169/Conservator's_Report_4Q_4_20_11.pdf. The Government National Mortgage Association, the other federal government-supported entity, accounted for 26% of the secondary mortgage market.

² Federal Housing Finance Agency, "Data as of June 9, 2011, on Treasury and Federal Reserve Purchase Programs for GSE and Mortgage-Related Securities."

conservator, FHFA has assumed responsibility for the conservation and preservation of the assets of each Enterprise.

When a lender or other entity sells a mortgage to either Enterprise, it promises that the loan complies with certain representations and warranties – principally, that the eligibility of the property and the creditworthiness of the borrower are characterized accurately in the loan documents at the time of origination. If the purchasing Enterprise later discovers that the loan contains a defect (for instance, that the value of the property securing the loan was materially lower than described in the loan paperwork, or that the borrower did not have the income stated on the loan application), then the Enterprise has the contractual right to require the seller to repurchase the loan at its full face value or to indemnify the Enterprise for losses incurred. The mortgage repurchase process therefore provides an important means for the Enterprises to mitigate their credit-related losses on foreclosed mortgages and potentially limit taxpayer exposure to losses as well. Moreover, because the Enterprises typically do not examine the mortgages they purchase for such defects prior to purchasing them, their repurchase rights represent their principal defense against defective loans and the risks they pose.

In late December 2010, FHFA's Acting Director, in his capacity as the Enterprises' conservator, approved two repurchase settlement agreements between the Enterprises and Bank of America totaling \$2.87 billion (\$1.35 billion for Freddie Mac and \$1.52 billion for Fannie Mae). Freddie Mac's settlement resolved most past, present, and (with limited exceptions) future repurchase issues associated with 787,000 loans sold to the Enterprise by Countrywide Financial (Countrywide). Bank of America purchased Countrywide in 2008. By contrast, Fannie Mae's settlement with Bank of America covered only past and present claims, not future ones. The Freddie Mac settlement could serve as a precedent for future repurchase settlements involving large financial institutions that sold significant numbers of loans to the Enterprise.

Although the Enterprises' mortgage repurchase settlements initially generated positive publicity for Bank of America, Members of Congress and others soon raised concerns about the settlement's adequacy.³ Accordingly, FHFA-OIG began to survey the settlements in greater detail. While the survey was under way, two individuals independently provided FHFA-OIG with information raising significant concerns about the Freddie Mac-Bank of America settlement. Based on those concerns, FHFA-OIG prioritized its review and commenced this evaluation.

³ For example, on January 7, 2011, four Representatives on the House Financial Services Committee wrote to FHFA's Acting Director seeking greater detail on the terms of the settlements.

FHFA-OIG makes three findings:

1. In mid-2010, prior to the Bank of America settlement, an FHFA senior examiner⁴ raised significant concerns about limitations in Freddie Mac's existing loan review process for mortgage repurchase claims, which, according to the senior examiner, could potentially cost Freddie Mac "billions of dollars of losses." Freddie Mac's internal auditors independently identified concerns about the process at the end of 2010. These concerns merited prompt attention by FHFA because they potentially involve considerable recoveries for Freddie Mac and, ultimately, the taxpayers. Further, unless examined and addressed, the underlying problems are susceptible to recurrence in future settlements.
2. FHFA did not timely act on or test the ramifications of the senior examiner's concerns prior to the Bank of America settlement. FHFA-OIG did not independently validate Freddie Mac's existing loan review process and, therefore, does not reach any final conclusion about it. Nevertheless, by relying on Freddie Mac's analysis of the settlement without testing the assumptions underlying the Enterprise's existing loan review process, FHFA senior managers may have inaccurately estimated the risk of loss to Freddie Mac.
3. After this evaluation began, FHFA, to its credit, suspended future Enterprise mortgage repurchase settlements premised on the Freddie Mac loan review process and set in motion activities to test the concerns raised about the process. In addition, Freddie Mac's internal auditors continued to review the issue, and on June 6, 2011, issued an audit opinion that the Enterprise's internal corporate governance controls over this process were "Unsatisfactory." Furthermore, at the end of 2010 and then again in mid-2011, a Freddie Mac senior manager advised the board of directors that the Enterprise could recover additional money in the future through a more expansive loan review process. Currently, FHFA and Freddie Mac are analyzing the loan review process to determine whether greater recoveries in the future are possible.

FHFA-OIG believes that the recommendations in this report will result in more economical, effective, and efficient operations. FHFA-OIG appreciates the assistance of all those who contributed to the preparation of this report.

⁴ For the purpose of this evaluation, within FHFA: staffers, examiners, and senior examiners report to managers; managers report to senior managers; and senior managers report to the FHFA Acting Director. Within Freddie Mac, senior managers report to the Chief Executive Officer.

This evaluation was led by David Z. Seide, Director of Special Projects; Timothy Lee, Senior Financial Advisor; and Bruce McWilliams, Investigative Evaluator. This evaluation report has been distributed to Congress, the Office of Management and Budget, and others and will be posted on FHFA-OIG's website, www.fhfaoig.gov.

A handwritten signature in black ink, appearing to read 'Richard Parker', with a horizontal line drawn through the middle of the signature.

Richard Parker
Acting Deputy Inspector General for Evaluations

BACKGROUND

About the Enterprises and FHFA

To fulfill their obligations to provide liquidity to the mortgage finance system, Fannie Mae and Freddie Mac support what is commonly known as the secondary mortgage market. The Enterprises purchase from loan sellers residential mortgages that meet their underwriting criteria. The loan sellers can then use the sales proceeds to originate additional mortgages. The Enterprises can hold the mortgages in their portfolios or package them into MBS that are, in turn, sold to investors. In exchange for a fee, the Enterprises guarantee that investors will receive timely payment of principal and interest on their investments.

HERA provides FHFA with broad authority as the Enterprises' conservator to conserve and preserve Enterprise assets and to control and direct their finances and operations. FHFA has exercised that authority by, among other things, requiring FHFA pre-approval of certain categories of Enterprise business operations such as settlements of claims exceeding \$50 million. In this regard, FHFA seeks to ensure that these high-dollar settlements are in the best interests of the Enterprises and the taxpayers.

For the purpose of this evaluation, two offices within FHFA, which report to FHFA's Acting Director, are relevant: the Office of Conservatorship Operations (OCO) and the Division of Enterprise Regulation (DER). OCO coordinates all activities concerning conservatorship issues. In this case, it took the lead in coordinating FHFA's review and approval of the Fannie Mae and Freddie Mac repurchase settlements with Bank of America. DER is an organizational unit comprised of FHFA examiners who have in-depth knowledge of Enterprise operations and credit risk work.

Overview of the Mortgage Repurchase Process

Designed to mitigate potential credit losses, the Enterprises' underwriting standards for loans they purchase are established in their federal charters and company policies. Lenders and other entities that sell mortgages to the Enterprises are contractually required to "represent and warrant" that, at the time of their origination, the loans they sell comply with the Enterprises' underwriting standards.⁵

⁵ These representations and warranties are detailed in Freddie Mac's *Single Family Seller/Service Guide* and Fannie Mae's *Selling Guide*.

The Enterprises have established ongoing, post-purchase quality review processes to verify that the loans they purchase conform to their underwriting standards. If an Enterprise determines that a loan did not conform to its underwriting standards at the time of the loan's origination, then the Enterprise may require loan seller to repurchase the loan at full face value or to indemnify the Enterprise for any losses incurred. For example, the Enterprises review mortgages (the majority of which have gone into foreclosure) to determine whether the representations and warranties included in them were correct and in compliance with their underwriting standards. Based on such analysis, the Enterprises determine whether to request that loan sellers repurchase defective mortgages.

To date, the Enterprises have recovered billions of dollars through their assertion of repurchase claims. For instance, as of January 2011 Freddie Mac had received repurchase payments from loan sellers on about 8% of approximately one million loans that it had purchased that were then in foreclosure.⁶ As of June 30, 2011, Freddie Mac had outstanding repurchase claims on loans with a combined unpaid principal balance of \$3.1 billion.⁷

Changes in Mortgage Lending Practices During the Housing Boom

With the unprecedented growth in the United States housing market during the 2005 to 2007 housing boom, the quality of loans originated and sold to the Enterprises deteriorated substantially.⁸ Before the boom, the mortgage market largely consisted of fixed rate, amortizing loans, such as 30-year fixed rate mortgages requiring equal payments each month over the life of the loan, and adjustable rate mortgages (ARMs) that incorporated features to protect borrowers from excessive fluctuations in monthly payments (such as "caps" limiting the amount by which the mortgage's interest rate can rise over the life of the loan).

However, from 2005 through 2007 there was a substantial increase in non-traditional mortgage products. These products had significantly enhanced risk profiles compared to more traditional mortgage products. First, they often included inherently risky attributes, such as significantly curtailed verification of borrowers' incomes and assets. Second, non-traditional loans appear to have significant percentages of representations and warranties defects.⁹

⁶ Freddie Mac QC Disposition of Foreclosures by Funding Year, dated 1/11/11.

⁷ Freddie Mac Update August 2011, at 16, available at www.freddiemac.com/investors/pdf/files/investor-presentation.pdf.

⁸ Financial Crisis Inquiry Commission, *Financial Crisis Inquiry Report* (FCIC Report), at 178-79 (2011).

⁹ Freddie Mac data summarizing housing boom era loans eligible for repurchase claims show that for loans originated in 2006, 2007, and 2008, 18.4%, 20.6%, and 23.4% respectively were "ineligible," meaning that Freddie Mac considered these loans potentially good candidates for repurchase claims. Freddie Mac Document, "NPL QC

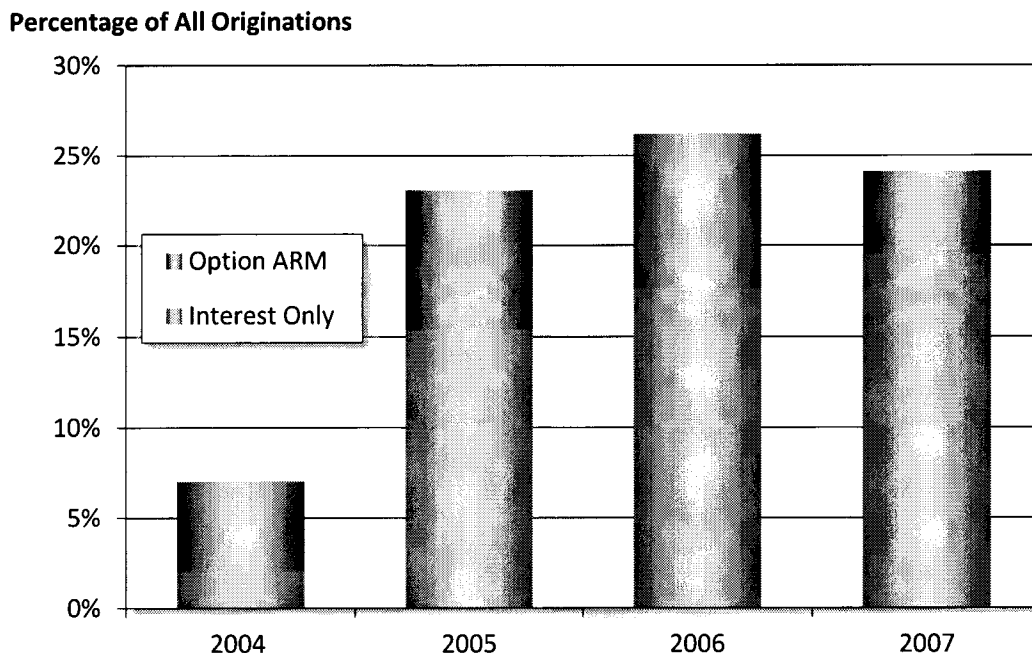
Frequently, the non-traditional loans featured “teaser” rates initially resulting in low payments, but those payments could increase dramatically two, three, or five years after origination when the rates reset and/or the repayment of principal began. Although borrowers with limited incomes and credit histories might be able to afford property purchases using such non-traditional loans during the teaser rate periods, the potential for defaults increased dramatically when the monthly payments on these loans subsequently reset at higher levels. Aggravating these conditions, defaults increased as housing prices began to fall at the end of 2006. The falling prices left many homeowners “underwater” – that is, with mortgage balances exceeding the value of the homes securing them.

Figure 1 illustrates the dramatic increase in two of the more commonly used non-traditional loan types during the housing boom years: Interest Only and Option ARM loans. Interest Only loans permit the borrower to pay only interest on the loan, not principal, for a specified period; Option ARMs are adjustable rate mortgages that permit the borrower, for a specified period, to choose among different payment options each month, ranging from traditional interest and principal payments, to interest only payments, to payments below the amount of interest owed each month.¹⁰

Review Results By Loan Characteristics Loans Funded January 2006-December 2009 QC Results as of Mar 3, 2011.” Moreover, Freddie Mac’s internal auditors, in a June 6, 2011, audit opinion report, cited to repurchase rates exceeding 10% among Alt-A loans from 2005 that entered foreclosure. June 6, 2011, Freddie Mac Memorandum, Re: Performing Loans Quality Control and Administration Audit (#2011-010), at 10-11.

¹⁰ Federal Reserve Board, Consumer Handbook on Adjustable Rate Mortgages, available at www.federalreserve.gov/pubs/arms/arms_english.htm.

Figure 1: Significant Growth in Interest Only and Option ARM Loan Originations in the Overall Mortgage Market During 2005-2007 Housing Boom¹¹



Although some non-traditional mortgages had interest rate resets within two years after origination, many others reset at a later time. For example, according to Freddie Mac, 80% of its Interest Only loans that originated in 2005 had their first payment adjustment five years after origination.¹²

There was also significant growth during the housing boom in higher-risk Alt-A mortgages as an alternative to lower-risk prime mortgages. Offered to those borrowers with credit profiles approaching those of prime borrowers, Alt-A mortgages often required limited or no documentation of key borrower credit risk characteristics, such as income and assets.¹³ For example, borrowers might only have to state their annual income rather than provide verifying documentation, such as W-2 tax forms. Such limited- or no-document loans are also referred to

¹¹ Source: Inside Mortgage Finance, *2011 Mortgage Market Statistical Annual*, "Alternative Mortgage Originations," at 32.

¹² Sept. 15, 2010, FHFA Analysis Memorandum, at 2.

¹³ Government Accountability Office, *Testimony of William B. Shear Before the U.S. Congress Joint Economic Committee on Home Mortgages*, at 1 n.1 (July 28, 2009), available at www.gao.gov/new.items/d09922t.pdf.

as “stated income” (or, more colloquially, “liar”) loans. These categories of loans are not mutually exclusive; some Alt-A loans incorporated Interest Only or Option ARM payment structures.

During the housing boom, the Enterprises purchased large volumes of these non-traditional mortgages from large lenders, such as Countrywide. Countrywide was one of the most aggressive originators of limited- or no-document Interest Only and Option ARM loans.¹⁴

In early 2008, with the collapse of the housing market, Bank of America purchased Countrywide, which was then on the verge of failure.¹⁵ Countrywide loans are the dominant component of the portfolio included within the Freddie Mac-Bank of America settlement and account for a significant number of repurchase claims asserted by Freddie Mac. For example, prior to the Bank of America settlement, Freddie Mac reviewed 58% of all Countrywide loans in foreclosure and made repurchase claims on 24% of them.

Chronology of Key Events and Associated Analysis¹⁶

a. Nine Months Prior to the Bank of America Settlement, an FHFA Senior Examiner Identifies Changes in Housing Foreclosure Patterns

In March 2010, an FHFA senior examiner, who is assigned to oversee Freddie Mac, noticed in Freddie Mac-supplied housing data an unusual pattern among foreclosures of loans originated during the 2005 to 2007 housing boom years. That pattern, as discussed in detail below, may have significant financial consequences for Freddie Mac and the taxpayers.

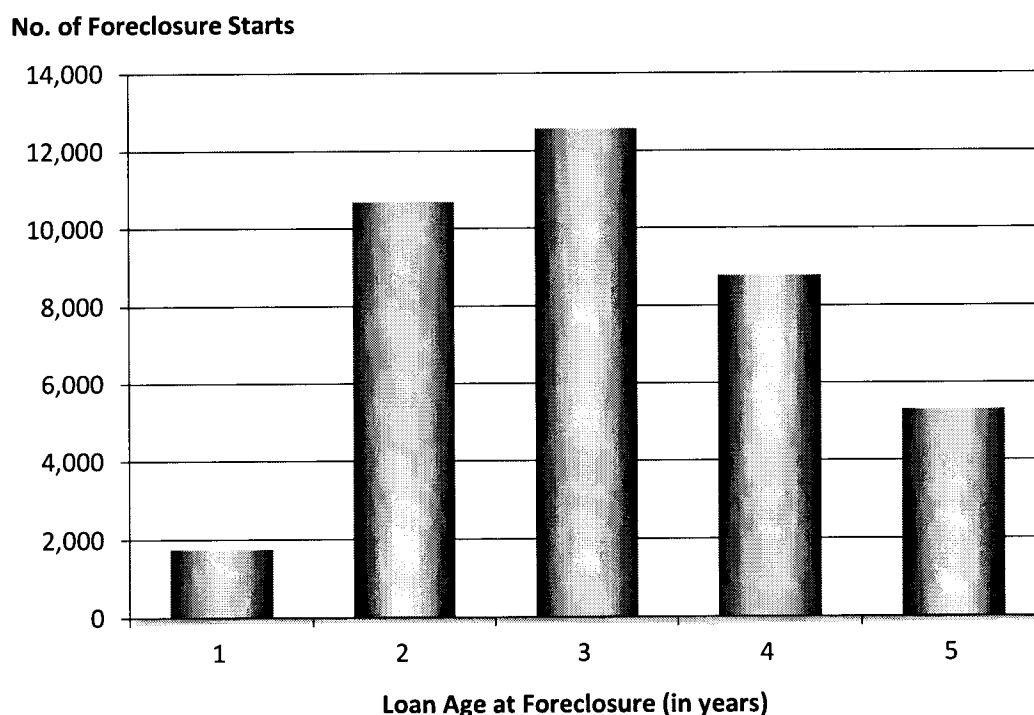
Before the housing boom, when the mortgage market was dominated by more traditional loans, mortgages that defaulted tended to do so during the first three years following origination. Further, the rate of defaults declined over time as the loans seasoned. This is reflected in Figure 2, showing when loans purchased by Freddie Mac in 2001 entered foreclosure.¹⁷

¹⁴ FCIC Report at 105.

¹⁵ FCIC Report at 250.

¹⁶ A chart summarizing a timeline of key events is included at Appendix C.

¹⁷ Freddie Mac purchases the vast majority of its loans shortly after origination.

Figure 2: Loans Purchased in 2001 by Freddie Mac that Entered Foreclosure¹⁸

But a different pattern exists among loans that Freddie Mac purchased that were originated during the housing boom. Rather than foreclosures declining over time, Freddie Mac-supplied housing data revealed foreclosures increasing, three, four, and five years after purchase, as reflected in Figure 3. It shows that for Freddie Mac-owned mortgages purchased in 2006 there were relatively few foreclosures within the first two years after purchase but there were significantly higher numbers of foreclosures during years three through five.

¹⁸ Source: Freddie Mac QC Disposition of Foreclosures by Funding Year, dated 1/11/11.

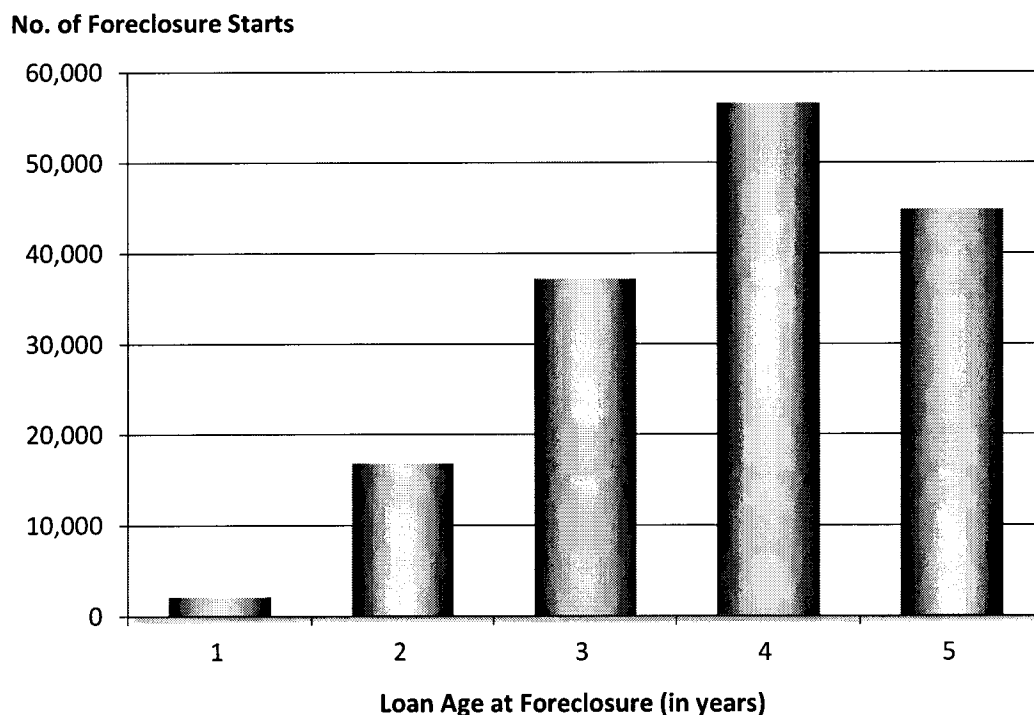
Figure 3: Loans Purchased in 2006 by Freddie Mac that Entered Foreclosure¹⁹

Figure 3 also shows over 100,000 additional loans in default (as compared to 2001-vintage loans), likely the result of the collapsed housing market and the onset of the financial crisis.

The FHFA senior examiner attributed the reversed pattern to the end of the teaser rate period for non-traditional mortgages,²⁰ and he recommended further study of the issue. An FHFA staff memorandum explained:

[I]t would be reasonable to assume that many of the borrowers, faced with significantly increasing payments in the near term and very little equity in their home, made the decision to default before their [payments reset to higher levels]. It would also be reasonable to assume that the stated income and stated asset

¹⁹ Source: Freddie Mac QC Disposition of Foreclosures by Funding Year, dated 1/11/11.

²⁰ Freddie Mac staff advised FHFA-OIG that they disagree with the senior examiner's causation hypothesis. Alternatively, they attribute the reversed pattern of foreclosures shown in Figure 3 to falling home prices leading to negative equity or "underwater" mortgages. However, causation is irrelevant to the issue in controversy. Regardless of the cause of these defaults, the search for representations and warranties defects is the point of the loan review process; and if the search does not begin, then the defects will not be found.

underwriting requirement played a role, but neither assumption can be tested without a review of the loans.²¹

As discussed in more detail below, FHFA did not test the loan review process to validate the senior examiner's concerns prior to its review and approval of the Bank of America settlement.

It should be noted that not all causes of foreclosure will justify a repurchase claim. For example, foreclosures may result from a borrower's subsequent loss of a job or health issues. But repurchase claims are fact-specific and based upon representations and warranties defects, such as missing or erroneous information regarding the quality of a borrower's assets or income.

b. FHFA Senior Examiner Raises Concerns that Freddie Mac Did Not Revise Its Loan Review Process for Repurchase Claims to Account for Foreclosure Pattern Changes Among Housing Boom Mortgages

The FHFA senior examiner also observed that, despite the apparently changed foreclosure patterns associated with housing boom era mortgages, Freddie Mac had not adjusted its process for identifying loans that might be candidates for repurchase claims. Freddie Mac reviews intensively for repurchase claims only those loans that go into foreclosure or experience payment problems during the first two years following origination. Loans that default thereafter are reviewed at dramatically lower rates. Freddie Mac senior management believe that loan underwriting defects such as an undisclosed lien on a property – which may be an indication of a representations and warranties deficiency – are most likely to appear within the first two years following origination.²² Moreover, Freddie Mac management has advised FHFA-OIG that they also believe that higher rates of loan defaults in later years do not necessarily equate to higher defect rates. In their view, loans that had demonstrated a consistent payment history over the first two years following origination and then defaulted in later years (i.e., years three through five after origination) likely did so for a reason such as loss of employment, which is unrelated to a representations and warranties defect.²³ Based on these assumptions, Freddie Mac does not review most loans that go into foreclosure more than two years after origination. It reviews such loans only if they had already exhibited problems such as missed or late payments during the initial two years after origination or have potential indications of value discrepancies or any indication of fraud.

²¹ Sept. 15, 2010, FHFA Analysis Memorandum, at 2-3.

²² November 2, 2010, FHFA Analysis Memorandum, prepared by the FHFA Division of Enterprise Regulation, at 3.

²³ As discussed later in this report, Freddie Mac's internal auditors requested and Freddie Mac management agreed to test these assertions. Such testing is currently under way.

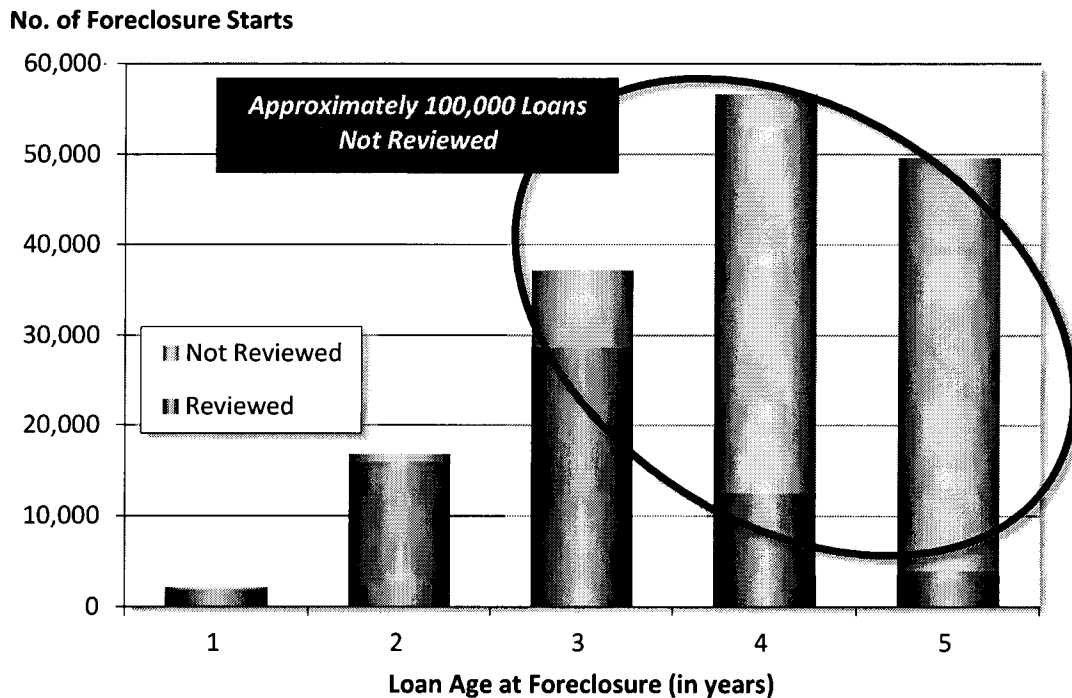
This practice meant that most pre-housing boom loans in foreclosure were reviewed for repurchase claims.²⁴ However, the shift in foreclosure patterns among housing boom loans (loans foreclosed three through five years after origination) meant most of them were not being reviewed, regardless of their potential viability for repurchase claims. Yet, later payment resets common among housing boom loans may have temporarily hidden the impact of representations and warranties defects (e.g., erroneous information about borrower income may not have come to light until their loan payment resets if the borrowers had sufficient income to satisfy the “teaser” rate payments but not the later permanent payments). The FHFA senior examiner shared his concerns with Freddie Mac management in June 2010 at a meeting attended by three FHFA examiners and an FHFA manager. A June 9, 2010, FHFA memorandum summarized the issue as follows:

It was pointed out to [Freddie Mac] that over 93% of the year-to-date [loan] foreclosures [(as of June 2010)] from the 2005 and 2006 [loan] vintages have been excluded from [loan repurchase] review, eliminating any chance to put ineligible loans back to the lenders from those years.²⁵

Figure 4 demonstrates the extent to which Freddie Mac has not reviewed housing boom era mortgages that went into foreclosure during the third through fifth years after their origination. It shows that by choosing to review intensively only those loans that defaulted within two years of origination, Freddie Mac did not examine close to 100,000 2006 vintage loans.

²⁴ For example, from 2000 through 2004 Freddie Mac reviewed 62% of the 191,853 loans in foreclosure. Freddie Mac QC Disposition of Foreclosures by Funding Year, dated 1/11/11.

²⁵ July 9, 2010, FHFA Meeting Notes, at 2.

Figure 4: Loans Purchased in 2006 by Freddie Mac that Entered Foreclosure²⁶

Freddie Mac data further show that for all Enterprise-owned foreclosed loans originated between 2004 and 2007, Freddie Mac has not reviewed over 300,000 loans for possible repurchase claims.²⁷ Those loans that were not reviewed (hereafter referred to as “out-of-sample” loans) have a combined unpaid principal balance exceeding \$50 billion. Many of these loans are likely not candidates for repurchase. For instance, a portion of the loans not reviewed are lower-risk prime loans, which probably have a lower incidence of representation and warranty defects. On the other hand, Freddie Mac’s portfolio of housing boom loans includes a substantial number of Interest Only and Alt-A mortgages, which have a high incidence of defects.²⁸

²⁶ Source: Freddie Mac QC Disposition of Foreclosures by Funding Year, dated 1/11/11.

²⁷ Id.

²⁸ For example, Freddie Mac’s internal auditors have observed that Interest Only and Alt-A loans respectively comprise 24% and 35% of all 2006 vintage loans in foreclosure, and 38% and 36% of all 2007 vintage loans in foreclosure. Freddie Mac 2011-010 PL Quality Control & Administration Audit Draft Audit Report Findings (05/05/11) (Draft Version 4.0), Fig. 3 and supporting data.

c. FHFA Senior Examiner Views Freddie Mac's Continued Use of Its Loan Review Process as Potentially Costing Freddie Mac "Billions of Dollars"

Throughout 2010, the FHFA senior examiner discussed with Freddie Mac managers his concerns about the Enterprise's continued reliance on its current loan review process. In his view, by not reviewing intensively the mortgages foreclosed upon more than two years after origination for repurchase claims, Freddie Mac could potentially lose "billions of dollars" that could be used to mitigate taxpayer losses.²⁹

On June 9, 2010, during a regular monthly meeting involving four FHFA examination staff members and Freddie Mac senior managers, referenced above, the concerns about Freddie Mac's continuing use of its loan review process were discussed ("It was pointed out ... that over 93% of the year-to-date [loan] foreclosures from the 2005 and 2006 [loan] vintages have been excluded from [loan repurchase] review."). A Freddie Mac senior manager said he had analyzed data on "loans defaulting 3-5 years out and concluded that [repurchase] reviews would not prove fruitful." But the manager agreed to conduct testing and "acknowledged that looking at the actual loan files would improve his analysis and so [he] agreed to call in a sample of those loans" to review.³⁰

However, Freddie Mac officials ultimately did not review such a sample in 2010 or otherwise test issues related to the senior examiner's hypothesis. Moreover, FHFA did not require Freddie Mac to do so or to conduct independent testing. According to an FHFA examination staff description of a July 26, 2010, meeting of Freddie Mac's Credit Risk Subcommittee, a Freddie Mac manager told FHFA staff that loan repurchase review "was 'resource constrained' and sampling older defaults was 'not the highest and best use of his limited resources.'"³¹ Weeks later, the FHFA senior examiner reported to FHFA senior managers that a Freddie Mac manager had informed him that another Freddie Mac senior manager was "vehemently against looking at more loans" but had offered "no cogent argument" explaining his resistance.³²

²⁹ As discussed herein, the senior examiner's concerns were not confined to the Bank of America settlement, but covered all loan sellers and all potential future settlements. The issue is currently under review by FHFA and Freddie Mac.

³⁰ June 9, 2010, FHFA Meeting Notes, at 2.

³¹ Sept. 15, 2010, FHFA Analysis Memorandum, at 3.

³² Sept. 29, 2010, FHFA e-mail, Re: IO and OA defaults.

In a September 23, 2010, internal e-mail chain, the Freddie Mac senior manager told the Freddie Mac manager, "[w]e have spent a fair amount of time trying to help sellers forecast loan samples and repurchase request[s]. We have laid out a pretty clear sampling strategy." Sept. 23, 2010, Freddie Mac e-mail (11:04 AM), Re: NPL Sample on Older IO ARMs and Options ARMs. Later in the same email chain, the senior manager told the manager, who suggested a temporary review of additional loans for two to three months, that "given the visibility and sensitivity

Senior Freddie Mac managers disagreed with the FHFA senior examiner's concerns, at least partly because they believed a change to a more aggressive approach to repurchase claims would adversely affect Freddie Mac's business relationships with Bank of America and other large loan sellers. During the course of this evaluation, FHFA-OIG staff interviewed the relevant Freddie Mac senior managers, who asserted that the existing loan review process was appropriate and that changing the process could potentially cost Freddie Mac business. One senior manager, who confirmed that he had recommended against further study of the default-timing anomaly, said he did not believe Freddie Mac would recover enough from a more expansive loan review process to offset losses of business from Bank of America and other loan sellers. Another Freddie Mac senior manager also talked about the potential loss of business and emphasized that he did not believe that the number of repurchase claims would increase appreciably.

d. FHFA Senior Examiner Alerts FHFA Staff, Managers, and Senior Managers to the Concerns About Freddie Mac's Loan Review Process

Between June and December 2010, approximately one dozen FHFA staffers, managers, and senior managers were alerted to the FHFA senior examiner's concerns about Freddie Mac's loan review process. See Appendix D for a timeline showing when each staffer, manager, and senior manager was first alerted. Nonetheless, FHFA did not timely act on or test the data underlying these concerns prior to approval of the Bank of America settlement. FHFA has advised FHFA-OIG that the senior examiner did not raise his concerns in the context of the normal FHFA examination process. However, the record is clear that his concerns were known to FHFA senior management well in advance of the completion of the settlement.

On September 15, 2010, the FHFA senior examiner prepared and circulated to FHFA managers an Analysis Memorandum describing the concerns. The memorandum recommended that Freddie Mac change its loan review process to analyze greater numbers of housing boom loans in foreclosure for repurchase claims. The memorandum also disputed Freddie Mac's argument that limited resources undermined its capacity to review a larger sample of loans and concluded by noting that the Enterprise was potentially losing out on significant potential mortgage repurchase recoveries.

By not taking a good look at these defaulted [Interest Only and Alt-A] loans over the next 2-3 years, ... with a loss severity rate above 40%, Freddie [M]ac could be passively absorbing billions of dollars of losses. Since the savings in credit losses would dwarf the incremental expenses incurred in reviewing additional loan files,

around [loan reviews] and repurchases, I view any change, even temporary as material. I would prefer we lay out a proposal here, with clear goals and objectives, then do at least a rough cost benefit." Sept. 23, 2010, Freddie Mac e-mail (11:44 AM), Re: NPL Sample on Older IO ARMs and Options Arms.

the fundamental question that Freddie Mac and FHFA should be addressing is this: How many of the **ineligible** loans sold to Freddie Mac in the 2005-2007 origination years should Freddie Mac accept the loss on? (Emphasis in the original.)³³

FHFA recipients of the memorandum offered differing responses to its contents. One senior manager told FHFA-OIG that he never read the memorandum because he had never opened the e-mail attachment containing it. Two managers (a senior manager and a manager) acknowledged that they had reviewed the memorandum, but they did not remember that the issue could potentially involve substantial losses to Freddie Mac. Another recipient noted that “this [issue] is important” and observed that “[o]ver time, I have consistently been concerned about sampling size. [Freddie Mac] appears to define sample size by the # of [full time employees] it has or wants, rather than by the true risk in the portfolio.”³⁴ The senior examiner, in a reply e-mail that also copied the senior manager – who never read the memorandum – said:

[S]taffing [for Freddie Mac] isn’t an issue because [Freddie Mac] can hire or use vendors, or both. As I said yesterday, if you hire more underwriters, they will pay for themselves in the first week. This all goes away in about 2 years, but \$billions will be lost if nothing is done.³⁵

Additional e-mails describing the FHFA senior examiner’s concerns were also sent to other FHFA staff, managers, and senior managers before FHFA approved the Freddie Mac-Bank of America settlement on December 29, 2010. In a November 23, 2010, e-mail another FHFA senior manager was advised by the FHFA senior examiner that the concerns involved “billions of dollars.”³⁶ A December 9, 2010, e-mail commenting on the then-proposed Freddie Mac-Bank of America settlement observed that “if the agreement goes as is, those losses [on loans not reviewed] will be Freddie’s and the discussion is over,” and concluded that “the settlement number is too low”³⁷ And, on the eve of the settlement’s approval, a December 28, 2010, e-mail from the FHFA senior examiner to an OCO staffer again made the same point. It said that

³³ Sept. 15, 2010, FHFA Analysis Memorandum, at 4.

³⁴ Sept. 30, 2010, FHFA e-mail (8:12 AM), Re: IO and OA defaults.

³⁵ Sept. 30, 2010, FHFA e-mail (9:12 AM), Re: IO and OA defaults.

³⁶ Nov. 23, 2010, FHFA e-mail, Re: FW: FHFA AM NEWS SUMMARY 11 22 10. That senior manager told FHFA-OIG that he did not recall knowing that the issue potentially concerned billions of dollars of losses.

³⁷ Dec. 9, 2010, FHFA e-mail, Re: BoA settlement with Freddie.

Freddie Mac's continued use of its loan review process was a "huge" error, and the resulting losses would be "Freddie's losses, and of course, yours and mine as taxpayers."³⁸

e. Freddie Mac Reaches a Tentative Repurchase Settlement with Bank of America; Freddie Mac's Internal Auditors Independently Raise Concerns About Freddie Mac's Loan Review Process

In early December 2010, Freddie Mac management agreed to a tentative settlement of repurchase claim issues with Bank of America. The tentative settlement was subject to approval by Freddie Mac's board of directors and FHFA. The settlement, which Bank of America wanted to finalize before the end of the year, required the bank to pay Freddie Mac \$1.35 billion in exchange for relinquishment (with limited exceptions) of all pending and future repurchase claims related to 787,000 mortgage loans previously sold to Freddie Mac by Bank of America and Countrywide.

Enterprise management advised Freddie Mac's board of directors that the \$1.35 billion figure was a reasonable settlement amount. The figure was premised on the assumption that Freddie Mac would in the "expected case" likely recover about ██████████³⁹ in repurchase claims from Bank of America from the specified portfolio of mortgage loans.⁴⁰ Freddie Mac management further explained, however, that there was "significant uncertainty" (or significant margin of error) in this figure and that it could vary positively or negatively by ██████████. Thus, according to Freddie Mac management, a reasonable recovery in the expected case could range from about ██████████.⁴¹ The proposed settlement of \$1.35 billion was at the high end of the expected case range. These calculations incorporated the assumptions underlying Freddie Mac's existing loan review process, as well as revisions to a financial model Freddie Mac developed to estimate repurchase claims exposure.

³⁸ Dec. 28, 2010, FHFA e-mail (12:35 PM), Re: FYI--CW I/Os.

³⁹ Red text signifies content that FHFA and Freddie Mac claim is confidential financial, proprietary business, or trade secret information that is redacted in the publicly available version of this report.

⁴⁰ *Bank of America Repurchase Settlement Proposal* (Dec. 17, 2010), at 3. The precise figure given to the board of directors was ██████████.

⁴¹ *Id.* The board was further informed that the possible recovery from Bank of America in a "stress case" was ██████████, and that a reasonable recovery in the stress case could range from about ██████████. The "stress case" assumed, among other things, a worsening economy to a greater extent than the "expected case," leading to greater numbers of foreclosed loans and greater losses on repurchase claims.

Freddie Mac's board of directors was also told that the settlement had a number of benefits, as follows:⁴²

- Because of "uncertainty around estimates," Freddie Mac stood to recover less money if it did not settle and instead continued to pursue repurchase claims;
- The settlement would reduce Freddie Mac's counterparty exposure to Bank of America, which was consistently greater than Freddie Mac's internal risk management policy permitted;
- Lower levels of potential Bank of America counterparty exposure could permit Freddie Mac to do more "capital markets" business with Bank of America (such as issuing MBS and corporate debt);
- "If the counterparty fails," Freddie Mac would have already been paid and the "benefit of representations and warranties [payments would have been] realized before failure;"
- The settlement "[i]mproves [Freddie Mac's] ongoing relationship with Bank of America;"
- The settlement would reduce Freddie Mac's costs associated with reviewing loans for repurchase claims;
- The settlement would be "positive [for Freddie Mac's] current financial results;" and
- The settlement would reduce Freddie Mac's "ongoing litigation [expense] risk of a loan-by-loan enforcement strategy."

In late November and early December 2010, Freddie Mac's internal auditors evaluated the settlement for reasons related to Freddie Mac's counterparty exposure to Bank of America and unrelated to the issues raised by the FHFA senior examiner. During the course of their review,

⁴² Id. at 5. The board was also told of four risks or "cons" associated with the settlement:

- "Uncertainty about [the internal] estimates could result in losses beyond [the] settlement amount;"
- The "[t]ransfer of credit risk (beyond [the] settlement amount) from Bank of America to Freddie Mac [on settled loans would be] ultimately transferred to the taxpayer;"
- "Low probability of counterparty failure;" and
- Freddie Mac would have to change its internal models to account for the settlement.

the auditors independently questioned Freddie Mac's existing loan review process and documented their questions in a December 14, 2010, memorandum. The memorandum made two recommendations concerning the effect of the loan review process on loans not being reviewed for repurchase claims. Specifically, the internal auditors recommended that Freddie Mac management should:

1. Provide an overview of [Freddie Mac's] current sampling methodology, including a description of the portion of the portfolio that is not sampled; and
2. Quantify the potential risk of loss that is not or was not the subject of sampling pursuant to current and past sampling strategies.⁴³

f. Freddie Mac Management Responds

In response to the internal auditors, Freddie Mac management prepared a memorandum (also dated December 14, 2010), which attempted to calculate how much money Freddie Mac would lose by not pursuing repurchase claims on loans that went into foreclosure three to five years after funding. In other words, Freddie Mac attempted to calculate how much it would be "leaving on the table" by not changing its existing loan review process to adjust for the changed circumstances brought about by the housing boom. Freddie Mac management calculated that figure to be in the range of [REDACTED] in the "expected case."⁴⁴ However, Freddie Mac's chief internal auditor observed that a potential [REDACTED] loss, which is at the low end of that range, left little if any of the [REDACTED] margin of error cushion associated with the settlement negotiations discussed above. Any amount greater than [REDACTED] would exceed the margin of error.

In making their calculation, Freddie Mac management did not have time to undertake a fresh study based on a representative sample of the "out-of-sample" loans, as requested by the FHFA senior examiner in June 2010, given the goal of closing the settlement by year-end. Instead, management used existing data collected for another purpose. It relied on a sample of about 2,200 loans drawn from all loan seller/servicers from which Freddie Mac purchased mortgages that had gone through repurchase claim review after having gone into foreclosure more than two

⁴³ Id. at 3.

⁴⁴ Dec. 14, 2010, Memorandum from Freddie Mac Senior Management to Freddie Mac's Internal Auditors, at 3. The "expected case" assumed that the economy would worsen slightly. Management further assumed that, in a "stress case," Freddie Mac could expect to recover larger amounts, specifically [REDACTED] – more than double the margin of error.

years after origination.⁴⁵ However, as Freddie Mac internal auditors have acknowledged, the loan sample used by management was not representative.⁴⁶ Among other things, the loans in the Freddie Mac management sample were drawn from all loan sellers, not only the loans found within the Bank of America settlement population. This represents a significant difference because most of the Bank of America loans in foreclosure were originated by Countrywide, which was among the most aggressive originators of higher-risk, non-traditional loans and whose loans had significantly above-average numbers of defects subject to repurchase claims.⁴⁷

Freddie Mac management also justified its current loan review process under a “business practices” rationale. Freddie Mac management said that maintaining stable customer relationships that might lead to additional business with loan sellers like Bank of America justified the existing loan review process. The December 14 memorandum states:

[T]he sample size is also impacted by our overall business strategy. Our sampling strategy is considering several goals, including put-backs of defective loans that create losses for the firm, providing incentives for sellers to produce well-underwritten loans, and maintaining stable customer relationships. For the settlement negotiations with Bank of America, management made a deliberate decision not to consider changes to our sampling procedures. Hence, the model was built on the assumption that past sampling practices are the best guide for future policies. While there is always the possibility that sampling policies will change going forward to be either more or less stringent, we did not adjust for these explicitly in evaluating the Bank of America settlement. However, we do have assumptions in the model that we believe account for potential risk in our valuation, in particular, our capital costs.⁴⁸

In other words, Freddie Mac management asserted that the need to maintain relationships with loan sellers such as Bank of America was a factor weighing against implementing more expansive loan review and repurchase policies.

⁴⁵ These loans were purportedly a “proxy” for a random sample. In fact, the loans in question had defaulted three, four, or five years after origination and had good pay histories in the first two post-origination years. Ordinarily such loans would not be reviewed using Freddie Mac’s current loan review process. This group had been reviewed because Freddie Mac suspected that the loans might be defective (insofar as their values significantly exceeded local averages), but further research had found no evidence of defects.

⁴⁶ Freddie Mac notes that this fact was disclosed to its board of directors.

⁴⁷ Freddie Mac staff has advised FHFA-OIG that before 2010, Countrywide loans had 50% more representations and warranties violations than the average.

⁴⁸ Dec. 14, 2010, Memorandum from Freddie Mac’s Senior Management to Freddie Mac’s Internal Auditors, at 4.

Freddie Mac's board of directors approved the Bank of America settlement on December 14, 2010.

Freddie Mac's chief internal auditor advised the board of directors that management had "highlighted and quantified the enumerated key risks."⁴⁹ At a December 17, 2010, board meeting, the chief auditor noted that management's estimate of [REDACTED] (which, as discussed above, was the amount Freddie Mac could lose in the settlement by not changing its loan review process) was "significant." Given that the proposed settlement allowed only for a [REDACTED] margin of error in the "expected case," or low range, the auditor told the board that "[f]rom this perspective there was little, if any, cushion, left for model uncertainty, further house price declines or higher severities." In other words, the auditor regarded management's low estimate to be at or very near the margin of error cushion. Any estimated amount greater than [REDACTED] would exceed the margin of error.

g. FHFA Staff Reviews and Recommends Approval of the Freddie Mac-Bank of America Settlement

Starting in early December 2010, FHFA staffers, managers, and senior managers also began to review the proposed settlement. FHFA senior management summarized their review in a December 28, 2010, memorandum to the Acting Director that recommended he approve the settlement. The memorandum provided significant detail about the settlement and included the package of materials supplied to the Freddie Mac board of directors prior to their approval of the settlement. The FHFA memorandum discussed Freddie Mac's and Bank of America's motivations to settle, explained the analysis and corporate governance process conducted by Freddie Mac management, reviewed risk factors, and compared the settlement to other repurchase settlements. Additionally, one paragraph in the memorandum identified the FHFA senior examiner's concerns about Freddie Mac's loan review process.⁵⁰ The paragraph described the process and noted that the Freddie Mac management had estimated the risk associated with the process to be "quantified in the range of [REDACTED] in recoveries." But, as discussed above, Freddie Mac's estimate had been premised on an unrepresentative sample of 2,200 loans, and it effectively equaled or offset the settlement's margin of error.⁵¹

⁴⁹ Dec. 14, 2010, Memorandum from Freddie Mac's internal auditor to the board of directors, at 4. FHFA believed that the auditors had considered Freddie Mac's current loan review process and found it to be "appropriate and reasonable." Dec. 28, 2010, Memorandum to the Acting Director, Re: Bank of America Recommended Settlement, at 5. However, according to Freddie Mac's chief internal auditor, the internal auditors did not endorse or disapprove the terms of the settlement. Rather, they raised concerns about risks associated with the settlement and advised the board of directors that Enterprise management had "highlighted and quantified the enumerated key risks."

⁵⁰ Dec. 28, 2010, Memorandum to the Acting Director, Re: Bank of America Recommended Settlement, at 5.

⁵¹ Dec. 28, 2010, Memorandum to the Acting Director, Re: Bank of America Recommended Settlement, at 5.

Prior to conducting the settlement review, FHFA did not test the examiner's concerns (for instance, FHFA did not insist that Freddie Mac management follow through on the promise made in June 2010 to test a representative sample of loans in order to validate the senior examiner's concerns). Instead, the Agency relied on Freddie Mac's loan review process and its analysis of the settlement.

FHFA staff also faced time limitations in light of the goal of closing the settlement by the end of the month.⁵² The short timetable affected what could be accomplished. For instance, FHFA staff suggested bringing in an outside expert to assist staff in their review, but FHFA senior management declined to do so because of the goal to finalize the deal by year-end.⁵³

h. FHFA's Acting Director Suspends All Future Enterprise Repurchase Settlements Pending Further Review; Freddie Mac's Internal Auditors Issue an "Unsatisfactory" Audit Opinion

FHFA's Acting Director approved the settlement on December 29, 2010. However, after this evaluation began, and on the basis of concerns raised by FHFA-OIG and others about Freddie Mac's loan review process and its impact on repurchase settlements, FHFA suspended, pending further review, all future Enterprise repurchase settlements affected by the methodology underlying Freddie Mac's current loan review process.

Additionally, Freddie Mac's internal auditors continued to examine Freddie Mac's loan review process and, on June 6, 2011, they delivered to Freddie Mac's senior management an opinion that the Enterprise's internal controls associated with its loan review process were "Unsatisfactory."⁵⁴ The auditors' report explained that their opinion was "primarily driven by deficiencies noted with the governance, business rationale, and objectives of the [loan review process] and oversight of the ... process."

As part of their work, the internal auditors analyzed Freddie Mac-owned loans that were funded in 2005 and were in foreclosure and – like the FHFA senior examiner – observed a sharp

⁵² For example, a December 24, 2010, e-mail from Freddie Mac to FHFA senior management reiterated:

BoFA wants certainty and we will need your [(FHFA's)] sign-off so we can proceed to finalize everything on Tuesday and sign docs on Tuesday or Wednesday with the settlement, payment and disclosure on Friday the 31st.

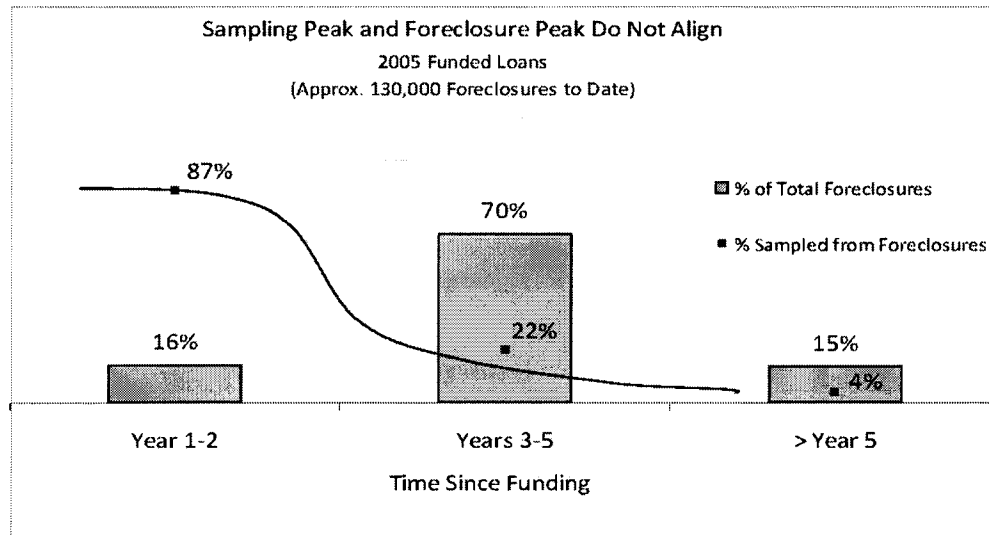
Dec. 24, 2010, Freddie Mac e-mail to FHFA (18:55), Re: BofA settlement.

⁵³ One senior manager told FHFA-OIG that he felt no time pressure to complete the review. However, others have told FHFA-OIG that they believed time pressure had an effect.

⁵⁴ June 6, 2011, Freddie Mac Memorandum, Re: Performing Loans Quality Control and Administration Audit (#2011-010), at 1. The opinion addressed the loan review process in general, not the Bank of America settlement in particular.

increase in foreclosures more than two years after origination, along with an equally dramatic fall-off in loan reviews after the second year, as shown in Figure 5 below.

Figure 5: Freddie Mac Internal Auditors' Depiction of Default Timing Anomaly⁵⁵



This observation led the internal auditors (in a June 2011 presentation to the Freddie Mac board of directors) to assert that “[o]pportunities for increasing the repurchase benefit justify an expansion of our sampling approach after year two.”⁵⁶

The auditors recommended and management agreed to put additional emphasis on tying loan review methodologies to the volume of foreclosures (to examine larger numbers of currently unreviewed loans) and to “place more emphasis on balancing the customer relationship with the ultimate cost to the company.”⁵⁷

Consistent with the internal auditors’ findings, the same Freddie Mac senior manager who prepared the Freddie Mac management estimate at the end of 2010 informed the Enterprise’s board of directors that he believed Freddie Mac could recover several billion additional dollars by changing its current loan review process. On May 26, 2011, the senior manager advised the

⁵⁵ Id. at 9, Fig. 2.

⁵⁶ June 3, 2011, Presentation to the Freddie Mac Board of Directors, re: “Repurchase Sampling Strategy,” at 3.

⁵⁷ June 6, 2011, Freddie Mac Memorandum, Re: Performing Loans Quality Control and Administration Audit (#2011-010), at 1.

board that Freddie Mac may be able to recover from [REDACTED] more in future repurchase efforts through the use of a more expansive loan review process.⁵⁸

In addition, at the continued urging of the FHFA senior examiner, Freddie Mac management initiated a more statistically rigorous “out-of-sample” test in February 2011. Management agreed to sample approximately 1,000 “out-of-sample” Interest Only foreclosed loans originated during the housing boom era to estimate potential recoveries if a broader loan review process were employed. On August 31, 2011, Freddie Mac disclosed to FHFA the draft results from this study, which indicate that at least 15% of the sample loans – a higher percentage than anticipated by Freddie Mac management in connection with the Bank of America settlement – contain apparent representation or warranty defects and therefore are subject to repurchase claim to loan sellers.⁵⁹ The figure may fall to the extent that loan sellers ultimately cure the defects identified in some of these loans. Freddie Mac expects to receive final results from that review in about three months.

⁵⁸ May 26, 2011, Freddie Mac Memorandum to Board of Directors, Re: Single-Family Quality Control Process, at 8. On that day, the senior manager also informed the board that he believes Freddie Mac could lose from [REDACTED] in new business were it to adopt a more aggressive loan review procedure. In other words, according to Freddie Mac’s rationale and as a cost-benefit exercise, the senior manager now believes that after deducting those possible losses from an estimated [REDACTED] gain, a change in the loan review strategy would leave Freddie Mac with \$500 million to \$1 billion in additional revenue.

⁵⁹ August 31, 2011, Freddie Mac Memorandum, Bank of America Settlement Loan Process Assumptions Review, at 6.

FINDINGS

On the basis of the foregoing record, FHFA-OIG finds that:

1. An FHFA Senior Examiner Raised Significant Concerns About Freddie Mac's Loan Review Process for Mortgage Repurchase Claims

As early as June 2010, prior to the Bank of America settlement, an FHFA senior examiner began to raise significant concerns about Freddie Mac's loan review process. Specifically, he noted that loans that Freddie Mac purchased that were originated during the housing boom defaulted at higher than expected rates during the third through fifth years after origination. However, Freddie Mac reviewed intensively only those loans that went into foreclosure or experienced payment problems during the first and second years following origination. As a result, Freddie Mac did not review over 300,000 loans for possible repurchase claims. According to the senior examiner, this could be costing Freddie Mac "billions of dollars of losses." These concerns merited further review of the loan review process in 2010, which was not forthcoming. In support of this finding, FHFA-OIG makes two initial observations.

- First, the concerns raised came from an FHFA senior examiner who had been reviewing Freddie Mac's financial and operational soundness for an extended period and continues to do so. Similar concerns were later independently raised by Freddie Mac's internal auditors.
- Second, the concerns relate to a significant risk (potentially involving substantial monetary losses) that is susceptible to recurrence in the event the Enterprise enters into future repurchase settlements.

FHFA-OIG further notes that the FHFA senior examiner's concerns were consistent with Enterprise data provided to FHFA, both before and after the Bank of America settlement. Specifically, as shown at Figures 2, 3, and 4 above, data indicate a significant shift in the mortgage default patterns on which the Enterprise's traditional loan review process was premised. That is, rather than foreclosures declining two years following their origination, mortgages originated during the housing boom era showed increasing rates of foreclosure during the third through fifth years after origination. In other words, the trend data upon which Freddie Mac's loan review process is premised appear to be at odds with actual foreclosure patterns associated with the 2005 to 2007 vintage loans included in the settlement.

These trends could be unrelated to the higher incidence of mortgage origination defects that might support repurchase claims if, for example, rising unemployment rates related to the

lingering recession caused more borrowers to default on their prime loans and led to increased home foreclosure rates. On the other hand, data demonstrate that many of the foreclosures of loans originated during the housing boom era appear to involve non-traditional loans, which appear to contain significant percentages of underwriting defects supporting repurchase claims. In any event, FHFA did not test issues related to the senior examiner's concerns prior to approving the Freddie Mac-Bank of America settlement.

Freddie Mac's internal auditors independently raised concerns in late 2010. In late November and early December 2010, Freddie Mac's internal auditors evaluated the Bank of America settlement for reasons unrelated to the senior examiner's actions, and, in connection with their evaluation, they too raised questions about the loan review process.

2. FHFA Did Not Timely Act on or Test the Ramifications of the Senior Examiner's Concerns; Consequently, FHFA May Have Incorrectly Estimated the Risk of Loss to Freddie Mac Before Approving the Bank of America Settlement

FHFA, acting as the conservator of the Enterprises, has established a procedure under which it reviews all Enterprise settlements of more than \$50 million to ensure that they preserve and conserve Enterprise assets and are in the best interests of taxpayers. FHFA-OIG finds that senior FHFA management did not timely act on or test the ramifications of the FHFA senior examiner's concerns prior to approving the settlement, even though one dozen FHFA staffers, managers, and senior managers were aware of the concerns over a six-month period, as detailed below and as reflected in Appendix D. FHFA has advised FHFA-OIG that the senior examiner did not raise his concerns in the context of the normal FHFA examination process. However, the record is clear that his concerns were known to FHFA management and senior management well in advance of the completion of the settlement. For example:

- The FHFA senior examiner repeatedly raised concerns about Freddie Mac's loan review process with his direct supervisors (two managers who report to a senior manager) within DER in regular meetings throughout 2010. These direct supervisors did not follow up on or provide organizational support to substantiate these concerns.
- The FHFA senior examiner alerted two FHFA senior managers to the inaction of his direct supervisors.
- Two managers (a senior manager and a manager) acknowledged that they had reviewed the September 15, 2011, Analysis Memorandum, but they did not remember that the issue could potentially involve substantial losses to Freddie Mac.

FHFA-OIG did not independently validate Freddie Mac's existing loan review process and therefore does not reach any final conclusion about it. Nevertheless, by relying on Freddie Mac's analysis of the settlement without testing the assumptions underlying Freddie Mac's existing loan review process, FHFA senior managers may have inaccurately estimated the risk of loss to Freddie Mac. FHFA relied on a Freddie Mac management estimate that the Enterprise was forgoing no more than [REDACTED] by continuing to employ its current loan review process. That estimate was open to question because, among other reasons – and as Freddie Mac's internal auditors acknowledged, the [REDACTED] projected loss, which was at the low end of that estimate, left little if any cushion or margin of error, and the estimate itself was based on an unrepresentative sample of loans.

3. FHFA's Decision to Suspend Approval of Additional Repurchase Settlements and Freddie Mac's Continuing Efforts to Address the Concerns Are Positive Steps

After FHFA-OIG initiated this evaluation, FHFA suspended further Enterprise mortgage repurchase settlements that are premised on Freddie Mac's current loan review process. That is a positive step, and it may help FHFA better assure that any future repurchase claim settlements benefit the Enterprises and taxpayers.

In addition, since the close of the Bank of America settlement, Freddie Mac's internal auditors have continued to examine the matter and on June 6, 2011, issued an "Unsatisfactory" audit opinion concerning the internal corporate governance controls involving the loan review process. In response to that opinion, Freddie Mac management agreed to perform "out-of-sample" testing of loans not currently reviewed for repurchase claims. Freddie Mac management commenced such testing before the opinion was issued. In February 2011, at the urging of the FHFA senior examiner, management agreed to review a sample of 1,000 Interest Only loans originated during the housing boom that went into foreclosure more than two years after origination. The draft results from that sample were disclosed to FHFA on August 31, 2011, and they revealed that at least 15% of such loans – a higher percentage than anticipated by Freddie Mac management in connection with the Bank of America settlement – include representations and warranties defects and are subject to repurchase claims to loan sellers. However, the final repurchase rate may be lower. Final results are expected in about three months.

Moreover, as discussed in footnote 58 and accompanying text, on May 26, 2011, a Freddie Mac senior manager – who provided management estimates to the Freddie Mac board of directors in late 2010 – advised the board of directors that the Enterprise could recover from \$500 million to \$1 billion net in additional revenue through the use of a more expansive loan review process.

CONCLUSIONS

FHFA-OIG encourages FHFA and Freddie Mac to continue their efforts to gauge the impact of the default anomaly associated with housing boom loans and to take remedial actions to address problems identified. This evaluation reveals a lack of independent action by FHFA senior management, which may have led and could lead to significant losses by Freddie Mac. Had FHFA senior management required testing of the concerns raised by an FHFA senior examiner, FHFA may have been in a better position to evaluate Freddie Mac's repurchase claim settlement with Bank of America.

In the aftermath of the settlement, FHFA has suspended approving similar Enterprise repurchase claim settlements pending further review. Moreover, Freddie Mac's internal auditors continue to assess the issue, and Freddie Mac management has agreed to actions to resolve the concerns.

RECOMMENDATIONS

FHFA-OIG makes two recommendations:

- 1. FHFA and its senior management must promptly act on the significant concerns raised about the loan review process.**

To ensure that Freddie Mac is maximizing its repurchase claim recoveries:

- FHFA should continue to withhold approval of Freddie Mac repurchase settlements until such time as it is confident that the concerns about the Enterprise's loan review process have been resolved.
- FHFA senior management should ensure that Freddie Mac management resolves the concerns that prompted their internal auditors to issue an "Unsatisfactory" audit opinion.
- FHFA senior management should oversee Freddie Mac's "out-of-sample" loan testing and consider independently validating the testing.
- FHFA should evaluate whether Fannie Mae and Freddie Mac should adopt consistent review practices for repurchase claims.

- FHFA senior management should initiate an independent assessment of Enterprise repurchase practices in order to ensure that they are maximizing their repurchase claim recoveries.
- FHFA should issue internal guidance regarding its handling of future repurchase settlements, should they arise.

2. FHFA must promptly initiate management reforms to ensure more generally that senior management is apprised of and timely acts on significant concerns brought to its attention.

FHFA senior management must immediately initiate reforms to avoid the kind of management process shortcomings identified in this evaluation. In particular:

- Direct supervisors must properly and timely address and act upon significant concerns brought to their attention (i.e., resolve or elevate issues that pose significant potential risks or document decisions not to do so).
- Senior managers, regardless of their position within FHFA, must timely address and act on significant concerns, particularly when they receive reports that the normal reporting and supervisory process is not working properly.

FHFA's Acting Director must establish appropriate goals, principles, and procedures at the top of the FHFA organization to guarantee that significant concerns are properly and timely addressed and acted upon.

SCOPE AND METHODOLOGY

To conduct this evaluation FHFA-OIG staff requested and reviewed FHFA and Freddie Mac documents, including e-mails associated with Freddie Mac's settlement with Bank of America. In addition, FHFA-OIG interviewed FHFA senior management and staff, as well as current and former Freddie Mac senior managers.

FHFA-OIG reviewed HERA, FHFA regulations, and internal policies. FHFA-OIG also obtained and reviewed publicly available data.

This evaluation was conducted under the authority of the Inspector General Act of 1978, as amended, and in accordance with the Quality Standards for Inspection and Evaluation (January 2011), which have been promulgated by the Council of Inspectors General on Integrity and Efficiency. These standards, which are generally adopted by federal agencies, require FHFA-OIG to plan and perform evaluations so as to obtain evidence sufficient to provide reasonable bases to support findings and conclusions.

The performance period for this evaluation was from January 1, 2011, to August 30, 2011.

FHFA-OIG provided the Acting Director and FHFA senior management with briefings on this evaluation, as well as the opportunity to comment officially on the draft version of this report.

FHFA-OIG appreciates the efforts of FHFA and Freddie Mac management and staff in providing the information necessary to complete this evaluation.

APPENDIX A


FHFA Management Comments



Federal Housing Finance Agency

MEMORANDUM

TO: Richard Parker
Deputy Inspector General for Evaluations (Acting)

FROM: Jeffrey S. Spohn 
Senior Associate Director, Conservatorship Operations

SUBJECT: FHFA Comments on Draft Report "Evaluation of FHFA's Oversight of Freddie Mac's Repurchase Settlement with Bank of America"

DATE: September 19, 2011

Thank you for the opportunity to provide formal agency comments on the subject report. After months of review regarding this particular transaction, FHFA has not changed its view that the settlement reached in late December was appropriate and reasonable.

FHFA and Freddie Mac have previously provided numerous technical comments, corrections, and additional documentation to the Office of Inspector General (OIG) during the report review process. While we appreciate the opportunity afforded by these exchanges, FHFA does not concur with all the inferences made and concerns raised in the report.

Given the extensive feedback provided by FHFA during the development of this report, in this formal comment letter FHFA limits its response to providing the agency's comments on the findings and recommendations contained in the report.

Finding One: *An FHFA Senior Examiner Raised Significant Concerns About Freddie Mac's Loan Review Process for Mortgage Repurchase Claims*

There is no disagreement that a senior examiner in charge of examination activity involving Freddie Mac's loan review process for non-performing loans expressed concerns regarding the adequacy of that process for two types of mortgages. As part of regular examination activity, about six months before the repurchase agreements were finalized and before they were being negotiated, that FHFA senior examiner questioned Freddie Mac on a specific aspect of its loan review process for non-performing loans and outlined a hypothesis that, if proven correct, would suggest that the review process was inadequate for these two mortgage types. The follow-up (or lack thereof) that ensued, and the implications of this series of events for the completeness of the information available to FHFA and Freddie Mac at the time of the repurchase agreement with Bank of America is the principal subject of this report.

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Freddie Mac (like Fannie Mae) has had a long-standing business practice built on past experience of sampling defaulted mortgages. The business objective of the loan review process for non-performing loans is primarily to understand why loans go into default (particularly early payment defaults) and secondarily, to assess whether the loan sold to Freddie Mac complied with contractual requirements at the time the loan was originated. Defects related to non-compliance with contractual terms may be grounds under Freddie Mac's contract to request the loan seller to repurchase the mortgage at par, which has the effect of shifting the loss on the defaulted loan from Freddie Mac to the loan seller.

Long-standing business practice has been that reviews of non-performing loans focus principally, but not exclusively, on mortgages that default in the first few years. This business practice stems from the belief that defaults that occur in the first few years provide the best opportunity to learn why loans go into default, while most later defaults are likely to be unrelated to manufacturing defects (they more typically reflect life events of the borrower such as unemployment, divorce, or health issues) and manufacturing defects become harder to prove with the passage of time.

The senior examiner asserted a hypothesis that a certain class of higher risk mortgages – namely interest-only mortgages and pay-option adjustable rate mortgages – had loan repayment characteristics that differed from traditional mortgages, which could increase the likelihood of discovering contractual violations resulting in defaults occurring later in the life of the mortgage. Therefore, the examiner believed that Freddie Mac should alter its sampling methodology for these specific loans by reviewing more loans that default in later years.

Mortgage defaults do not equate to a basis for repurchase requests, but they may be a reason to examine a loan for possible contractual violations. This is not about the riskiness of the loans but about contractual violations at the time of loan origination.

Finding Two: *FHFA Did Not Timely Act on and Did No Testing of the Senior Examiner's Concerns; Consequently FHFA May Have Incorrectly Calculated the Risk of Loss to Freddie Mac Before Approving the Bank of America Settlement*

OIG concludes that Freddie Mac did not timely agree to fully test its loan review process regarding the two loan types at the request of the senior examiner and that FHFA managers were slow to support the senior examiner's request for such testing. FHFA does not share this interpretation, but we agree that there are areas for improvement for FHFA.

FHFA has determined from the issues raised by OIG that the agency lacks sufficient policies and procedures guiding examiners and managers in situations where an examiner has a safety and soundness concern but perceives resistance from a regulated entity in pursuing such concerns. FHFA has also concluded that it needs to instruct its managers on working with examiners to bring such issues to closure. As a result of OIG's work on this report and our self-identification of this as a matter to be addressed, the FHFA Acting Director has instructed that such policies and procedures be developed and implemented quickly. This is in harmony with OIG's second recommendation and the agency's work to implement this remediation is nearly complete.

September 19, 2011 Page 3 of 3

Finding Three: *FHFA's Decision to Suspend Approval of Additional Repurchase Settlements and Freddie Mac's Continuing Efforts to Address the Concerns Are Positive Steps*

The topics and events covered under this finding, including actions by FHFA and Freddie Mac and internal audit work at Freddie Mac, reflect activities that took place in 2011 and thus are not associated with the repurchase agreement with Bank of America in late 2010. Rather, they involve continued and additional questions involving loan quality reviews by Freddie Mac.

Discussions between FHFA and Freddie Mac following the Bank of America agreement turned to broader questions of Freddie Mac's loan purchase review practices, beyond interest-only and pay-option mortgages that had been the concern of the senior examiner. Freddie Mac agreed to undertake a broader review of its sampling methodology and FHFA suspended certain future repurchase agreements pending the outcome of this review. In June 2011, nearly six months after the agreement with Bank of America, Freddie Mac's internal audit department issued an audit opinion that raised issues with the governance process employed by Freddie Mac in its sampling methodology (not the sampling methodology itself) and the company is addressing those issues now under FHFA oversight. Of course, FHFA had already taken its action to suspend certain future agreements several months earlier and Freddie Mac had already been studying the issue. That work continues today.

OIG Draft Recommendations

OIG makes two recommendations in the draft report.

1. *FHFA and its senior management must promptly act on the significant concerns raised about the loan review process.*

FHFA agrees in principle with the recommendation but not with each of the specific action steps outlined in the report. Specifically, given the considerable amount of ongoing review regarding loan sampling, FHFA believes that action in support of this recommendation is already well underway. This work involves both the original issue raised by the senior examiner – unique sampling issues involving interest-only loans and pay-option mortgages – and a broader set of policy questions regarding loan sampling raised earlier in 2011 by FHFA and by Freddie Mac.

2. *FHFA must promptly initiate management reforms to ensure more generally that senior management is apprised of and timely acts on significant concerns brought to its attention.*

FHFA agrees with the recommendation. As indicated above, FHFA is developing and will soon issue policies and procedures to its examiners and managers regarding the agency's expectations for how to raise and resolve critical safety and soundness concerns that arise in the course of examination work. The goal is to establish greater clarity regarding the agency's expectations for both examiners and managers when an examiner or manager believes there is a critical safety and soundness issue that has not been, and cannot be, resolved through normal examination and supervision procedures.

APPENDIX B

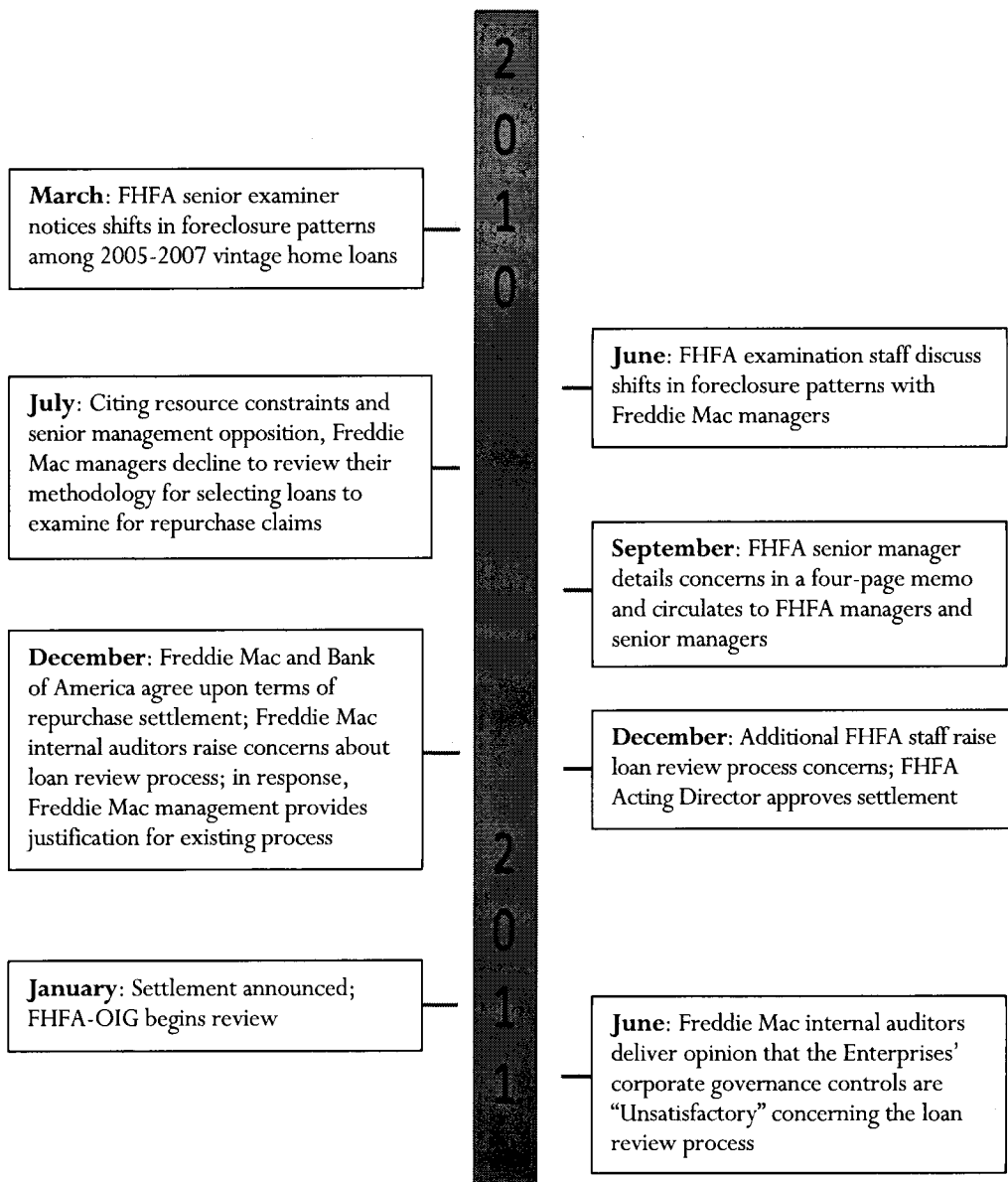
FHFA-OIG Responses to FHFA Management Comments

FHFA-OIG is pleased that FHFA has agreed to its recommendations and is already taking actions to address them.

With respect to the first recommendation on the loan review process, although FHFA accepts it in principle, it does not agree with each of the specific action steps outlined in the report. At the same time, FHFA has not proposed a specific action plan of its own. Under the circumstances, FHFA-OIG will continue to monitor the issues discussed in this report and the actions that FHFA is taking.

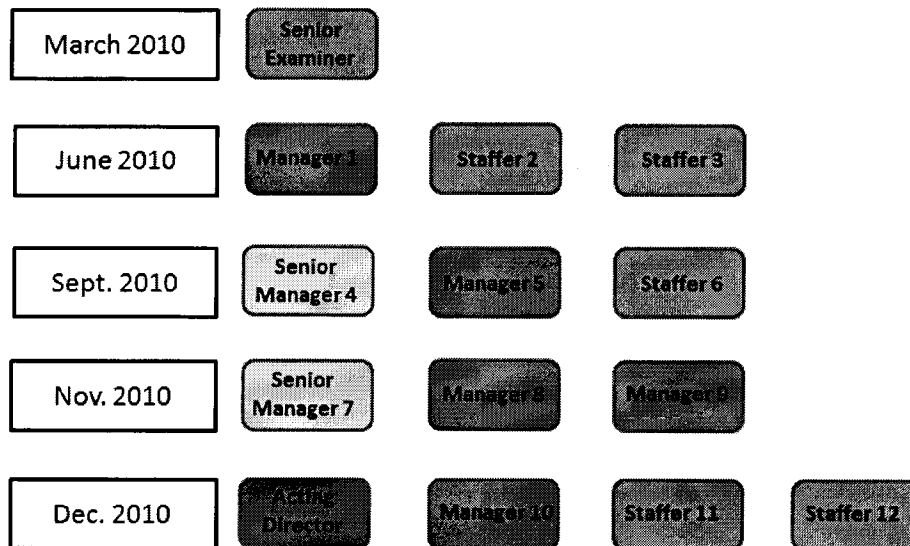
APPENDIX C

Timeline of Relevant Events



APPENDIX D

Timeline of When FHFA Staff Were Alerted to Concerns⁶¹



⁶¹ For the purpose of this timeline and evaluation, FHFA staffers and senior examiners report to managers; managers report to senior managers; and senior managers report to the FHFA Acting Director.

ADDITIONAL INFORMATION AND COPIES

For additional copies of this report:

- Call the Office of Inspector General (OIG) at: 202-408-2544
- Fax your request to: 202-445-2075
- Visit the OIG website at: www.fhfoig.gov

To report alleged fraud, waste, abuse, mismanagement, or any other kind of criminal or noncriminal misconduct relative to FHFA's programs or operations:

- Call our Hotline at: 1-800-793-7724
- Fax the complaint directly to: 202-445-2075
- E-mail us at: oighotline@fhfa.gov
- Write to us at: FHFA Office of Inspector General
Attn: Office of Investigation – Hotline
1625 Eye Street, NW
Washington, DC 20006-4001

08-27-12 Replenishment For lost case
Case 3:09-bk-07047-JAF Doc 608 Filed 09/05/12 Page 1 of 2

Signed 08-18-12

Official Form 17
(12/04)FILED
JACKSONVILLE, FLORIDA

SEP 05 2012

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

United States Bankruptcy Court

middle District Of FloridaIn re Taylor, Bean & WhitakerDebtor
REO Specialists LLC
Home American Mortgage LLCJoint Admin.
Case No. 3:09-bk-07047 JAFChapter 11

[Caption as in Form 16A, 16B, or 16D, as appropriate]

NOTICE OF APPEAL

_____, the plaintiff [or defendant or other party] appeals under 28 U.S.C. § 158(a) or (b) from the judgment, order, or decree of the bankruptcy judge (describe) entered in this adversary proceeding [or other proceeding, describe type] on the _____ day of _____ (month) (year).

The names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their respective attorneys are as follows:

Sandy Smith - 1427 Wild Horse Ln Stephenville TN 37640
John Crain - 1616 Oak St Melbourne FL 32902
Jay Oyler - 16 Bambleswood Place SW Cartersville GA 30120
Wesley L. Trautman - 145 Stuart Farm Rd Taylorsville NC 28681
Michael A Elliott & Diana L Elliott - 133 Elliott Ln Tallmadge KY 41189
Jeff Darlene Garrell - 231 Ramblin Rd Newport TN 37821
Linda Bacon - 217 Kipling Way, Riversdale GA 30274
Wanda Reed - 3967 Cain Mill Dr Lithonia GA 30038

Dated: _____

Signed: _____
Attorney for Appellant (or Appellant, if not represented by an Attorney)

Attorney Name: _____

Address: _____

Telephone No: _____

If a Bankruptcy Appellate Panel Service is authorized to hear this appeal, each party has a right to have the appeal heard by the district court. The appellant may exercise this right only by filing a separate statement of election at the time of the filing of this notice of appeal. Any other party may elect, within the time provided in 28 U.S.C. § 158(c), to have the appeal heard by the district court.

If a child support creditor or its representative is the appellant, and if the child support creditor or its representative files the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.

08-27-12

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08-18-12

Official Form 17
(12/04)FILED
JACKSONVILLE, FLORIDA

SEP 05 2012

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

United States Bankruptcy Court

Middle District Of FloridaIn re Taylor, Bean & Whitaker 3:09-bk-07047-JAF

Debtor

Reo Specialists LLC 3:09-bk-10022 JAF

Home American Mortgage LLC 3:09-bk-10023

Jointly

Case No. 3:09-bk-07047 JAFChapter 11

[Caption as in Form 16A, 16B, or 16D, as appropriate]

NOTICE OF APPEAL

_____, the plaintiff [or defendant or other party] appeals under 28 U.S.C. § 158(a) or (b) from the judgment, order, or decree of the bankruptcy judge (describe) entered in this adversary proceeding [or other proceeding, describe type] on the _____ day of _____, (month) (year).

The names of all parties to the judgment, order, or decree appealed from and the names, addresses, and telephone numbers of their respective attorneys are as follows:

Sandy Smith
1427 Wild Horse Ln
Stephenville TX 76401
Wesley L & Tammy Stout
145 Stout Farm Rd
Taylorsville NC 28681

John Crain
1616 Oak St
Melbourne FL 32901

Jay Oyler
R. B. Noble Wood Place SW
Columbus GA 30612

Michael R & Diana Elliott
133 Elliott Ln
Tallapoosa KY 41189

Linda Bacon
217 Kipling Way
Riverside GA 30274

Wanda Reed
3967 Cain Mill Dr
Lithonia GA 30038

Dated: _____

Signed: _____
Attorney for Appellant (or Appellant, if not represented by an Attorney)

Attorney Name: _____

Address: _____

Telephone No: _____

If a Bankruptcy Appellate Panel Service is authorized to hear this appeal, each party has a right to have the appeal heard by the district court. The appellant may exercise this right only by filing a separate statement of election at the time of the filing of this notice of appeal. Any other party may elect, within the time provided in 28 U.S.C. § 158(c), to have the appeal heard by the district court.

If a child support creditor or its representative is the appellant, and if the child support creditor or its representative files the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.

08-18-12

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**MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
UNITED STATES BANKRUPTCY COURT**

FILED
JACKSONVILLE, FLORIDA

AUG 23 2012

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

In re:	)	Chapter 11
)	
TAYLOR, BEAN & WHITAKER	)	CASE NO. 3:09-BK-7047-JAF
MORTGAGE CORP)	
REO SPECIALTIES, LLC	)	CASE NO. 3:09-BK-10022-JAF
HOME AMERICAN MORTGAGES, INC.	)	CASE NO. 3:09-BK-10023-JAF
)	
JOINTLY ADMINISTERED UNDER	)	CASE NO. 3:09-BK-07047-JAF

Sandy S. Smith, et. al.

Appellants

vs.

**Taylor, Bean and Whitaker Mortgage Corp.,
REO Specialties, LLP,
and Home America Mortgage, Inc.**

Appellees

Appellants Sandy Smith, et. al, Statement of Issues on Appeal

Whereas, Appellants Sandy S. Smith, Pro Se, Michael R. Elliott and Dianna L. Elliott, Pro Se, , Larry W. Stout and Tammy Stout, Pro Se, Linda Bacon, Pro Se, Jeff Gorrell and Darlene Gorrell, Pro Se, Djuanna Reed, Pro Se, John Crain, Pro Se, and Jay D. Oyler, Pro Se, pursuant to 8006, Rules of Bankruptcy Procedure, by and through themselves, as Pro Se Litigants sets forth the following issues on Appeal:

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1. We the appellants are requesting a *De Nova* by another bankruptcy judge in authority.

The entire TBW bankruptcy has been an obfuscation to Federal law, the public, tax payers and to appellants (victims).

2. We are requesting by Federal law a spread sheet breaking down just how much TAX PAYERS money as well as victims money is being lauded through this bankruptcy court.
3. The Seventh Amendment provides in pertinent part that "In suits at common law, where the value in controversy shall exceed twenty dollars, the right to trial by jury shall be preserved." This language does not include a single reference to "manipulation" of a jury by the Court in a conspiracy with lawyers to design a verdict suitable to the Court through the use of lawyer rules, judicial rules, court rules or otherwise trumped up legal technicality and instructions which effectively "handcuff" the jury. All of these activities are no more or less than a denial of the right to a jury of peers with Constitutional authority to judge both facts and law in a case.
4. The Fourteenth Amendment Due Process Clause and Equal Protection Clause (Section 1), "expressly declares no state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States nor shall any state deprive any person of life, liberty, or property, without due process of laws." (Section 3), provides in pertinent part that "no person should hold any office, civil or military, under the United States or under any State to have been previously taken an oath as an Executive or Judicial Officer of any state to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same." (USC Fourteenth Amendment deprives of the use of property) *Tracey v. Ginzberg* 205 US 170, 27SC CT 461. *Wagner v. Lese* 239 US 207 36SC (t)6.
5. Title 42 USC 1983 provides relevant part; "every person who, under color of any statute ordinance, regulation, custom, or usage, of any state subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of

any, privileges, or immunities secured by the Constitution shall be liable to the party injured.

" Title 42 USC 1985 action which seeks statutory and punitive damages in conjunction

with equitable relief as in this case is considered a legal claim, entitling Appellants to a jury trial. *See An-Ti v. Michigan Technological Univ.* 493F. Of Supplement. 1137.

6. Appellants allege, individual discriminatory annus is behind the conspirators action as the court records reflect. That the actions are clearly a product of bias and prejudice of the Court. *See Griffin v. Breckridge*, 403 U.S. 88, 102 (1971). The U.S. Supreme Court acknowledged in *Gray v. Alexandria Women's Health Clinic* 113 S. Ct. 753 (1993) that the standards announced in Griffin was not restricted to "Race" in discrimination. It is therefore reasonable to assume that 1985 (3) may be used for "class based" claims other than race which is alleged in this Appeal and case.

7. Many judges have a total disregard for their oath of office under Title 28 Section 453, All judges take this oath of office to uphold the United States Constitution.

8. **RESERVATION OF RIGHTS**, by filing this Appeal, Appellants do not intend to limit, waive, release or otherwise modify any rights or claims that Appellants may have in this Court or under Constitutional Law, Civil Rights and Due Process of Law. Appellants reserves to amend this Appeal to specify other any acts, loss or damages and costs sustained or incurred or any facts relevant to establish Appellants entitlement to recover damages and refer to Constitutional Rights.

9. Appellants reserve the right which is Inclusive of any institutions whereas pooling and servicing and/or transfers and sales of Appellants alleged loans have been affected. Appellants have compiled and presented evidence and other information which is relevant to our claim. Appellants will make said materials available to the Court, a Mediator and/or Taylor, Bean and Whitaker and their Counsel upon the party entering into a mutually acceptable agreement

regarding the information which provides proof of evidence that provides validation of contorts which has induced harm onto Appellants.

10. Whereas, Appellants claim Common Law Fraud upon Appellees, Appellees' actions meet the contort definitions of Common Law fraud,

11. Whereas, Appellants are asking by Federal law a complete corporate disclosure not only of Taylor, Bean & Whitaker, but also Ocala Funding and each of the other financial institutions taking part in this obfuscation bankruptcy court, such as Bank of America, as they were trustee for Ocala Funding, Colonial Bank, Deloitte & Touche, Deutsche Bank, US Ameribank, Selene Mortgage, LaSalle Bank, BNP Paribas Mortgage Corp. Bank of America N.A., OF Finance LLC. Lending Process Services, Navigant Capital, JP Morgan Chase, CitiBank..

12. Therefore the Appellants are asking for disclosure of all the working and non working relationships involved in this court proceeding, Neil Luria, Charles Sweet, Paul Singerman, Lending Process Services et al, as non of these relationships were revealed before bankruptcy court started. Each and every relationship is important as are the corporate disclosures, this is to reveal to TAX PAYERS, victims, the Appellants as also to Department of Justice and Judge Jerry Funk the unclean hands, the suppressed fraud.

13. There fore Appellants claims and motions are being denied under the guise of protecting the trust while millions of dollars are paid to Neil Luria, Navigant Capital, Berger Singerman, Troutman Sanders, Strickler Riedel, Blain, & Prosser PA. Judge Jerry Funk even ask the question as to why so much money was being paid out. Also money paid to attorneys to defend Lending Process Services with out prior approval from trust or the court. A little *De Nova* review into these situations should answer questions for Creditors as where is their money going!

The Total Amounts have been received in accordance with filed financial documents from

September 2009 to July, 2011, such documents reveal the amounts paid in a "Bankruptcy Case" are exuberant and excessive!

. NL Ventures VI	(with settlement)	\$ 4,077,729.59
Navigant Consulting	(with final payment)	\$33,017,434.2
Troutman Sanders		\$31,928,189.69
Berger Singerman		\$ 5,563,721.98
Stichter Riedel		\$ 1,148,586.82

Total Amount to date **\$75,735,662.30**

THESE ARE AMOUNTS ONLY TO JULY 2011

14.

NOTICE AND DISCLAIMER

This Final Reconciliation Report (the "Report") is intended to provide the Court, mortgage investors, creditors, and other stakeholders with the final results of the Servicing Reconciliation and the Asset Reconciliation performed by Taylor, Bean & Whitaker Mortgage Corp., as the Debtor and the Debtor in Possession in this Chapter 11 case ("TBW" or the "Debtor"). The information set forth herein is the result of work performed by the Debtor, its Chief Restructuring Officer and associated support staff and legal counsel. The findings set forth in this Report (including the tables and exhibits) are the result of reconciliation activities conducted in accordance with processes designed by the Debtor and are not intended to be in conformance with Generally Accepted Accounting Principles, Generally Accepted Auditing Standards, or Attest Engagement Standards as defined by the American Institute of Certified Public Accountants.

While this Report is intended to be final, it is important to emphasize that because of the circumstances of this case, it is conceivable that specific findings could change as additional facts are discovered. The findings set forth below are intended to be factual and are not intended to be and should not be construed as an opinion or assurance of any lawyer, accountant, or other professional involved in the reconciliation process.

Due to the time and expense required, the Debtor has not undertaken a comprehensive analysis of all receipts and disbursements of money by TBW in the course of its business

operation. It may be necessary and appropriate to perform such an analysis, at least for specific time periods, at some future stage of this case.

Therefore with this disclaimer posted as the accounting method and reconciliation method used It is clear that the Honorable Judge Jerry Funk has erred in not reviewing any of the Appellants documents filed through out this bankruptcy proceeding. Therefore the Appellants hold the Honorable Jerry Funk as part of the fraud upon this court, the Appellants(victims) , the TAX PAYERS. creditors. Therefore as American citizens, we are exercising our rights to Due Process of Law, by requesting a *nova* review and right to appeal.

A claimant has the right to have final orders in a non core matter entered only after a *de nova* review by a District Judge.

Bankruptcy Judges do not exercise "the Judicial Power of the United States but only perform duties delegated to them by the United States Federal Judge, including United States Circuit Judge and the United States Supreme Court Justices. Appellants right to trial by jury in any proceeding so triable in this case.

Appellant's right to have a District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal or any other rights, claims, actions, defenses, set offs or recoupments to which claims or actions, defenses set offs and recoupments appellants expressly reserve.

16. **COURT: An agency of the sovereign created by it directly or indirectly under its authority, consisting of one or more officers,** established and maintained for the purpose of hearing and determining issues of law and fact regarding legal rights and alleged violations thereof, and of applying the sanctions of the law, authorized to exercise its powers in the course of law at times and places previously determined by lawful authority. [Isbill v. Stovall, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's Law Dictionary, 4th Edition, page 425]. "Due Process of law implies and comprehends the administration of laws equally applicable to all under established rules which do not violate fundamental principles of private rights, and in a competent tribunal possessing jurisdiction of the cause and proceeding upon justice. It is founded upon the basic principle that every man shall have his day in court, and the benefit of the general law which proceeds only upon notice and which hears and considers before judgement is rendered.

State v. Green, 232 S.W.2d 897, 903 (Mo. 1950). "Due Process of law implies the right of the person affected thereby to be present before the tribunal which pronounces judgement upon the question of life, liberty, or property, in its most comprehensive sense; to be heard, by testimony or otherwise, and to have the right of controverting, by proof, every material fact which bears on the question of right in the matter involved. If any question of fact or liability be conclusively presumed against him, this is not due process of law." Black's Law Dictionary, 6th Edition, page 500. "Aside from all else, 'due process' means fundamental fairness and substantial justice. Vaughn v. State, 3 Tenn.Crim.App. 54, 456 S.W.2d 879, 883." Black's Law Dictionary, 6th Edition, page 500. Due Process of law implies and comprehends the administration of laws equally applicable to all under established rules which do not violate fundamental principles of private rights, and in a competent tribunal possessing jurisdiction of the cause and proceeding upon justice. It is founded upon the basic principle that every man shall have his day in court, and the benefit of the general law which proceeds only upon notice and which hears and considers before judgment is rendered." State v. Green, 232 S.W.2d 897, 903 (Mo. 1950).

17. "Due Process of law implies the right of the person affected thereby to be present before the tribunal which pronounces judgment upon the question of life, liberty, or property, in its most comprehensive sense; to be heard, by testimony or otherwise, and to have the right of controverting, by proof, every material fact which bears on the question of right in the matter involved. If any question of fact or liability be conclusively presumed against him, this is not due process of law." Black's Law Dictionary, 6th Edition, page 500.

18. Aside from all else, 'due process' means fundamental fairness and substantial justice. Vaughn v. State, 3 Tenn.Crim.App. 54, 456 S.W.2d 879, 883." Black's Law Dictionary, 6th Edition, page 500.

19. The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th Edition, page 318.]

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20. Note the term 'person' is qualified as "person and suit of the sovereign."

The mere factual information provided to said court pertaining to the **federal prosecutions** of Lee Farkas, Desiree Brown, Ray Bowman, Paul Allen, et al, should have been sufficient proof of the lack of fiduciary responsibility of TB&W, and said actions should have warranted the Placement of a Court Trustee, and said Chapter 11 Bankruptcy transferred to a chapter 7 Bankruptcy case, which is a core proceeding involved in said court.

20. On September 26, 2011 a complaint against TB&W's auditors Deloitte & Touche was filed by plan Trustee, Neil Luria in the 11th District Court, Miami-Dade County, case # 11-30967CA31. In said complaint, page 3 number 8 of said complaint states "Deloitte's gross negligence caused significant harm.

Deloitte's gross negligence harmed the public, as thousands lost their job, homes were lost, investors lost money, and the Mortgage Financial Crisis in Flordia was inflamed.

Page 4 #11 states "by this action, Plaintiff TB&W seeks to hold Deloitte responsible for its negligence that allowed the Looters to fund their fraud by stealing from TB&W for more than 6Billion dollars in damages it caused TB&W.

Page 11 #42 states "In fact, beginning as early as 2002, TB&W's operations—and its financial statements—were infected with a growing and ultimately massive fraud."

Page 12 #48 states "When the deficits grew larger, however simple devise became inadequate to cover the Looters fraud. Accordingly, as early as 2003, the looters began to draw down on the COLB facility. Because use of the COLB facility was predicted on sales of mortgage loans, however, the Fraudsters had to manufacture false mortgage data to support phantom sales."

Page 13 # 50 States "As the Looters scrambled to keep the fraud going, the Looters focused more and more on the AOT facility. From at least 2004, the Looters caused TB&W to sell hundred of millions of

dollars of additional fictitious securitization to Colonial through the AOT facility, which in reality had no pools of loans collateralizing them”

Page 13 # 51 states”The looters also looted hundreds of millions of dollars from the Ocala for their own benefit and adverse to the interest to TB&W. As a result, the Ocala notes were drastically under-collateralized. Specifically, the Looters took hundreds of millions of dollars from Ocala's bank account to futher their fraud. The looting caused there to be “DOUBLE SOLD” and even “TRIPLE SOLD” mortgages were Colonial Bank, Ocala, and Freddie Mac all believed they owned the same mortgages, In order to continue their looting the Looters misrepresented the amount of collateral for the Ocala notes so that Ocala could continue to issue the Ocala Facility Agreements. Despite obvious red flags Deloitte did not reveal this fraud.

Therefore the Appellants (victims) are exercising their rights to request a *De Nova* review of proceedings and the transactions that have affected and continue to affect the Appellants in this bankruptcy proceeding.

21. The Sarbanes-Oxley Act require that CEO and CFO of a public company (or performing similar functions) to provide- in additional to the certification on each periodic report filed or submitted by, the issuer pursuant to the Exchange Act section 302 mandates that the SEC's rules regarding the certifications require that each CEO and CFO state that:

the signing officer has reviewed the report that the subject of certification base on that officer's knowledge, the report does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading. Based on that officer's knowledge the financial statements, and other financial information included in the report fairly present in all material respects the financial condition and results of operations of the issuer as of, and for the periods presented in the report. The signing officer is responsible for establishing and maintaining internal controls and has designed

the internal controls to ensure that material information relating to the issuer is made known to the officer by others within the issuer particularly during the period in which the periodic reports are being prepared, evaluated the effectiveness of the issuer's internal controls as of a date within a 90 days prior to the report, presented in the report their conclusions about the effectiveness of their internal controls based on their evaluation as of that act; the signing officer has disclosed to the issuer's auditors and the audit committee of the board of directors (or persons fulfilling the equivalent function) all significant deficiencies in the the design or operation of internal controls which could adversely affect the issuer's ability to record process, summarize, and report financial data and have identified for the issuer's auditors any material weaknesses and internal controls and any fraud whether or not material, that involves management or other employees who have a significant role in the issuer's internal controls.

Criminal Penalties Whoever certifies any statements set forth in sections (a) and (b) of this section knowing that the periodic report accompanying the statement does not comport with all the requirements set forth in this section shall be fined not more than 1,000,000. or imprisoned not more than 10 years or both.

We the appellants (victims) have extended the olive branch to TB&W, this court to resolve issues to present proof, and just to exercise our Constitutional right to DUE PROCESS. However the records of this bankruptcy reflect that TB&W and this court has no interest in revealing the truth, to the Appllants, the public or the TAX PAYERS. Therefore the Appellants are requesting the following to inclusive of this *De Nova* review:

copies of documents setting forth any assignment of either the mortgage or note the subject of this action to any particular Specialized Investment Vehicle (SIV), CMO, CDO, MBS, CDS, or tranche(s) therein;

copies of documents setting forth the full name, current address, and telephone number of each holder of or investor in any SIV, CMO, CDO, MBS, or CDS which is collateralized in whole or in part by either the mortgage or note or any right incident thereto or thereunder;

copies of documents concerning any consideration exchanged between any persons or parties in connection with the assignment or sale of any part of, or right under, or right incident to the mortgage loan (e.g. assignment or sale of mortgage, assignment or sale of note, assignment or sale of servicing rights, assignment or

sale of right to income stream from borrower payments, assignment to a mortgage pool, assignment to any SIV, CMO, CDO, MBS, or CDS;

The list of questions could continue on such as;

Why was Appellants telephonic request for the August 23, 2012 court hearing that pertained to Appellant' objection only allowed for hearing purposes only?

Appellant' question the alledged gag order placed on them for hearing purposes only.

Why was the STALKING HORSE sale to Selene Mortgage allowed to be processed without a hearing?

Why is the settlement with Ocala Funding allowed to take place, when all the adverse law suites are not settled ? Said law suites could produce criminal charges.

Why have Appellants not been allowed DUE PROCESS?


Why has said court not reviewed our records, evidence, and concerns pertaining to TB&W's bankruptcy? There are a number of concerns that have been presented that have not been answered or allowed Appellants to present to said court.

We pray that this court will respond to these question, and allow Appellants to a *De Novo* review and to allow our Constitutional rights to DUE PROCESS.

Sandy Smith, Pro Se

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 Docket #	Date	Description
5125	4/2/2012	Motion to Appear Telephonically Regarding the Hearing on Motion for Relief from Stay by Bank of America to be held 4/13/12 at 10:00 a.m. Filed by Creditor Sandy Smith (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)
5124	4/3/2012	Objection to Motion for Relief from Stay for Bank of America National (Objection states group of creditors, but only Signed by Sandy Smith) Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Katina L. Duran, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)
5112	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5110	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5109	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5107	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5106	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5104	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5102	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5098	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Creditor Sandy Smith (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
4007	9/7/2011	Certificate of Mailing - Order Sustaining Debtor's Omnibus Objection #4 As It Relates To Claim Number 219 Filed By Sandy Smith. Service Date 9-2-11. (Admin.) Filed by Other Prof. BMC Group (related document(s) 3996). (BMC Group (JM)) (Entered: 09/07/2011)
3996	9/2/2011	Order Sustaining Debtor's Omnibus Objection #4 as it Relates to Claim Number 219 filed by Sandy Smith (related document(s) 2240). Signed on 9/2/2011 (Perkins, Cathy) (Entered: 09/02/2011)
3991	9/1/2011	Proposed Order Sustaining Debtor's Omnibus Objection #4 as it Relates to Claim Number 219 filed by Sandy Smith Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp.. (Peterson, Edward) (Entered: 09/01/2011)
3033	5/9/2011	Motion to Object to Transferal of Defendant's Loan without Defenses Against Debtors Filed by Creditor Sandy Smith (Perkins, Cathy) (Entered: 05/10/2011)
3013	5/5/2011	Objection to the Confirmation of the Discharge Plan due to the Need for Review of Debtor Fraud Upon the Securities Exchange Commission Filed by Creditor Sandy Smith (related document(s)[2143]). (Perkins, Cathy)
2938	4/7/2011	Objection to Confirmation of Plan Filed by Creditor Sandy Smith (related document(s) 2143). (Perkins, Cathy) (Entered: 04/11/2011)
2937	4/7/2011	Amended Motion Request for Review of Documentation by the Said Court Pertaining to Claim Number 2621, Inspection of Documentation thereof Verifying Servicing Fraud, and Wiring Fraud and Proof Demonstrating the Actual Fraud Filed by Creditor Sandy Smith (related document(s) 2870). (Perkins, Cathy) (Entered: 04/11/2011)


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2870	3/21/2011	Request for Review of Documentation by the Said Court Pertaining to Claim Number 2621, Inspection of Documentation thereof Verifying Servicing Fraud, and Wiring Fraud and Proof Demonstrating the Actual Fraud Filed by Creditor Sandy Smith. (Perkins, Cathy) (Entered: 03/29/2011)
2815	3/15/2011	Request for Amendment and Modification of Claim Number 219 Filed by Creditor Sandy Smith. (Perkins, Cathy)
2724	2/22/2011	Notice of Request to Compel Evidence and Documentation to Said Court By and On Behalf of Creditor/Defendant Filed by Creditor Sandy Smith. (Hodges, Nancy)
2565	1/27/2011	Objection to i) Granting Stalking Horse Protections and Auction for the Sale of Certain Mortgage Loans Free and Clear of Claims and Interest; Defendant Victims Objection to Order 2343; (ii) Appeal to any and all Transactions to sell Certificates or "Bad" Loans which may contain fraud to this Court to Entities Associated and Owned and Directed by the Current Chief Restructuring Officer; (iii) Response to the Financial Statements Put into Court for The Month Ending 12/31/10 Filed by Creditor Sue Ann and Sandy Smith (related document(s) 2343). (Perkins, Cathy) (Entered: 01/28/2011)
2505	1/19/2011	Objection to Order 2343 Granting Stalking Horse Protections and Auction for the Sale of Certain Mortgage Loans by Defendant Victim Filed by Creditor Sue Ann and Sandy Smith (related document(s) 2343). (Perkins, Cathy) (Entered: 01/19/2011)
2404	1/6/2011	Objection to Order Pursuant to Sections 105 and 363 of the Bankruptcy Code and Rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (I) APPROVING BIDDING PROCEDURES AND TERMS OF AUCTION FOR THE SALE OF CERTAIN MORTGAGE LOANS FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS, (II) GRANTING CERTAIN STALKING HORSE PROTECTIONS, (III) APPROVING FORM AND MANNER OF SALE NOTICES, (IV) FIXING DEADLINE FOR OBJECTIONS TO PROPOSED SALE, (V) AUTHORIZING EXPENSE REIMBURSEMENT, AND (VI) SETTING A SALE HEARING Filed by Creditor Sue Ann and Sandy Smith (related document(s) 2343). (Perkins, Cathy) (Entered: 01/07/2011)
2377	12/29/2010	Objection to Notice of Omnibus Objection to Claims filed as Secured Filed by Creditor Sue Ann and Sandy Smith. (Perkins, Cathy) (Entered: 12/30/2010)

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 Docket #	Date	Description
2260	12/10/2010	Certificate of Mailing - ORDER ON: (1) MOTION FOR IN CAMERA INSPECTION AND TO COMPEL PRODUCTION OF DOCUMENTS PERTAINING TO TAYLOR BEAN AND WHITAKER LOAN NUMBER 1915674, FHA CASE NUMBER 4943324803 AND MERS MIN: 10029500019156748 AND (2) LIMITED OMNIBUS OBJECTION TO MOTIONS FOR IN CAMERA INSPECTION AND TO COMPEL PRODUCTION OF DOCUMENTS FILED BY SANDY SMITH AND JONI COX-TANNER (RELATES TO DOCKET NOS. 2088 AND 2160). Service Date 12-9-10. (Admin.) Filed by Other Prof. BMC Group (related document(s) 2235). (BMC Group (JM)) (Entered: 12/10/2010)
2234	12/9/2010	Order Granting in part, Denying in part Motion for In Camera Inspection and to Compel Production of Documents Pertaining to Taylor Bean & Whitaker Loan Number 7008818, FHA Number 105600371 and MERS and Ban of America Filed by Creditor Sue Ann and Sandy Smith (Related Doc # 2108). Signed on 12/9/2010. (Perkins, Cathy) Modified on 12/9/2010 (Perkins, Cathy). (Entered: 12/09/2010)
2223	12/6/2010	Proposed Order on Motion for In Camera Inspection and to Compel Production Of Documents Pertaining to Taylor Bean and Whitaker Loan Number 1915674, FHA Case Number: 4943324803 and MERS Min: 10029500019156748 and the Debtors Limited Omnibus Objection to Motions for In Camera Inspection and to Compel Production of Documents filed by Sandy Smith and Joni Cox-Tanner Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp. (related document(s) 2088). (Peterson, Edward) (Entered: 12/05/2010)
2221	12/6/2010	Proposed Order on Motion for In Camera Inspection and to Compel Production Of Documents Pertaining to Taylor Bean and Whitaker Loan Number 7008818, FHA Case Number: 10500371 and MERS and Bank of America and the Debtors Limited Omnibus Objection to Motions for In Camera Inspection and to Compel Production of Documents filed by Sandy Smith and Joni Cox-Tanner Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp. (related document(s) 2108 , 2160). (Peterson, Edward) (Entered: 12/06/2010)
2196	11/29/2010	Certificate of Mailing - NOTICE OF PRELIMINARY HEARING [Re: Motion and Petition to Present Pertinent Evidence to the Court Regarding Lender Processing Services and Their Alleged Activities of Fraud on Behalf of Unsecured Creditors and the Pertaining to the Impact on this Court Filed by Creditor Sue Ann and Sandy Smith Docket No. 2150]. Service Date 11-19-10. (Admin.) Filed by Other Prof. BMC Group (related document(s) 2170). (BMC Group (JM)) (Entered: 11/29/2010)
2177	11/19/2010	Amended Motion for In Camera - to correct affidavit only - no new hearing required Filed by Creditor Sue Ann and Sandy Smith (related document(s) 2108). (Perkins, Cathy) (Entered: 11/22/2010)
2171	11/19/2010	Certificate of Mailing - 1. DEBTORS' MOTION TO FIX DEADLINE FOR FILING OBJECTIONS, TO APPROVE FORM OF NOTICE, AND TO SCHEDULE HEARING ON MOTION TO APPROVE SETTLEMENT AGREEMENTS RELATED TO MORTGAGE POOLS HELD BY 12 SEPARATE MORTGAGE BACKED SECURITIES TRUSTS WITH RESPECT TO WHICH THE DEBTOR, TAYLOR, BEAN & WHITAKER MORTGAGE CORP., SERVED AS SERVICER AND WELLS FARGO BANK, N.A. SERVED AS MASTER SERVICER; 2. NOTICE OF HEARING ON AND OF DEADLINE FIXED FOR FILING OBJECTIONS TO MOTION TO APPROVE SETTLEMENT AGREEMENTS RELATED TO MORTGAGE POOLS HELD BY 12

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SEPARATE MORTGAGE BACKED SECURITIES TRUSTS WITH RESPECT TO WHICH THE DEBTOR, TAYLOR, BEAN & WHITAKER MORTGAGE CORP., SERVED AS SERVICER AND WELLS FARGO BANK, N.A. SERVED AS MASTER SERVICER; 3. NOTICE OF HEARING and 4. LIMITED OMNIBUS OBJECTION TO MOTIONS FOR IN CAMERA INSPECTION AND TO COMPEL PRODUCTION OF DOCUMENTS FILED BY SANDY SMITH AND JONI COX-TANNER. Service Date 11-18-10. (Admin.) Filed by Other Prof. BMC Group (related document(s) 2158 , 2160 , 2159). (BMC Group (JM)) (Entered: 11/19/2010)

2170	11/19/2010	Notice of Hearing on Motion and Petition to Present Pertinent Evidence to the Court Regarding Lender Processing Services and Their Alleged Activities of Fraud on Behalf of Unsecured Creditors and the Pertaining to the Impact on this Court Filed by Creditor Sue Ann and Sandy Smith (related document(s) 2150). Hearing scheduled for 1/7/2011 at 10:00 AM at Jacksonville, FL - 300 North Hogan St. 4th Floor Courtroom 4D. (Perkins, Cathy) (Entered: 11/19/2010)
2160	11/18/2010	Omnibus Objection to Motions for In Camera Inspection and to Compel Production of Documents Filed By Sandy Smith and Joni Cox-Tanner (Relates to Dkt. Nos. 2088 and 2108)(LIMITED OMNIBUS OBJECTION) Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp. (related document(s) 2108 , 2088). (Peterson, Edward) (Entered: 11/18/2010)
2150	11/15/2010	Motion and Petition to Present Pertinent Evidence to the Court Regarding Lender Processing Services and Their Alleged Activities of Fraud on Behalf of Unsecured Creditors and the Pertaining to the Impact on this Court Filed by Creditor Sue Ann and Sandy Smith (Perkins, Cathy) (Entered: 11/17/2010)
2110	11/2/2010	Notice of Hearing on Motion for In Camera Inspection and to Compel Production of Documents Pertaining to Taylor Bean & Whitaker Loan Number 7008818 filed by Sue Ann and Sandy Smith (related document(s) 2108). Hearing scheduled for 11/19/2010 at 10:00 AM at Jacksonville, FL - 300 North Hogan St. 4th Floor Courtroom 4D. (Perkins, Cathy) (Entered: 11/02/2010)
2108	10/29/2010	Motion for In Camera Inspection and to Compel Production of Documents Pertaining to Taylor Bean & Whitaker Loan Number 7008818, FHA Number 105800371 and MERS and Ban of America Filed by Creditor Sue Ann and Sandy Smith (Perkins, Cathy) (Entered: 11/01/2010)
2060	10/15/2010	Response to Court Docket 2019, Paul Steven Singerman, on behalf of Berger Singerman, P.A., as counsel for the Official Committee of Unsecured Creditors of Taylor Bean & Whitaker Mortgage Corp. Filed by Creditor Sue Ann and Sandy Smith (related document(s) 2019). (Perkins, Cathy) (Entered: 10/15/2010)
2016	9/28/2010	Objection to Taylor Bean & Whitaker Mortgage Corp's Response In Opposition to Motion to Set Amount of Redemption (Docket No. 1557) Filed by Creditor Sue Ann and Sandy Smith (related document(s) 1974). (Perkins, Cathy) (Entered: 09/29/2010)
2005	9/27/2010	Certificate of Mailing - 1. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE TO MOTION TO REQUEST INSPECTION OF DOCUMENTATION VERIFYING LOAN ORIGINATION AND ANY SALE OF SAID LOAN 2. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S OMNIBUS RESPONSE IN OPPOSITION TO MOTIONS TO SET AMOUNT OF REDEMPTION FILED BY KIM M. HEFTY 3. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY JAY D. OYLER 4. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY SUEANN AND SANDY SMITH 5. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY MICHAEL R. ELLIOTT AND DIANNA L. ELLIOTT 6. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY TIFFANY HAGGARD AND KERRY HAGGARD 7. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY LARRY WESLEY STOUT AND TAMMY M. STOUT 8. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY CHARLES TANNER AND JONI COX-TANNER 9. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY KATINA L. DURAN 10. DEBTOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS and 11. NOTICE OF HEARING (Re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS). Service Date 9-23-10. (Admin.) Filed by Other Prof. BMC Group (related document(s) 1973 , 1976 , 1982 , 1971 , 1974 , 1975 , 1979 , 1978 , 1980 , 1972 , 1977). (BMC Group (JM)) (Entered: 09/27/2010)
1974	9/22/2010	Response to Motion to Set Amount of Redemption Filed By Sueann and Sandy Smith Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp. (related document(s) 1541). (Peterson, Edward) (Entered: 09/22/2010)
1915	9/9/2010	Doc 1915, Attachment 2 - exhibit 2 Motion to Present Pertinent Evidence to the Court Regarding Successors and Purchasers of Certain Loans on Behalf of Unsecured Creditors Pertaining to Sale of Assets to the Bank of New York(a Cayman Island Corporation) Filed by Creditor Sue Ann and Sandy Smith (Attachments: # 1 exhibit# 2 exhibit 2) (Perkins, Cathy) (Entered: 09/09/2010)
1915	9/9/2010	Doc 1915, Attachment 1 - exhibit Motion to Present Pertinent Evidence to the Court Regarding Successors and Purchasers of Certain Loans on Behalf of Unsecured Creditors Pertaining to Sale of Assets to the Bank of New York(a Cayman Island Corporation) Filed by Creditor Sue Ann and Sandy Smith (Attachments: # 1 exhibit# 2 exhibit 2) (Perkins, Cathy) (Entered: 09/09/2010)
1915	9/9/2010	Motion to Present Pertinent Evidence to the Court Regarding Successors and Purchasers of Certain Loans on Behalf of Unsecured Creditors Pertaining to Sale of Assets to the Bank of New York(a Cayman Island Corporation) Filed by Creditor Sue Ann and Sandy Smith (Attachments: # 1 exhibit# 2 exhibit 2) (Perkins, Cathy) (Entered: 09/09/2010)

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) (Entered: 09/09/2010)

1897	9/7/2010	Order Directing Response Re: Motion to Set Amount of Redemption Filed by Creditor Sue Ann and Sandy Smith (related document(s) 1541). Signed on 9/7/2010 (Perkins, Cathy) (Entered: 09/07/2010)
1541	6/15/2010	Doc 1541, Attachment 1 - part 2 Motion to Set Amount of Redemption Filed by Creditor Sue Ann and Sandy Smith (Attachments: # 1 part 2) (Perkins, Cathy) (Entered: 06/15/2010)
1541	6/15/2010	Motion to Set Amount of Redemption Filed by Creditor Sue Ann and Sandy Smith (Attachments: # 1 part 2) (Perkins, Cathy) (Entered: 06/15/2010)

Michael & Dianna L. Elliott, Pro Se

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 Docket #	Date	Description
 5154	4/5/2012	Objection to to Motion for Relief from Stay for Bank of America National Assoc. (only signed by Dianna L. Elliott) Filed by Creditor Michael & Dianna L. Elliott (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
 5139	4/5/2012	Motion to Appear Telephonically Regarding the Hearing on Motion for Relief from Stay filed by Bank of America National Assoc to be held 4/13/12 @ 10:00 am Filed by Creditor Michael & Dianna L. Elliott (related document(s)4918). (Perkins, Cathy) (Entered: 04/06/2012)
 5138	4/5/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc. Filed by Creditor Michael & Dianna L. Elliott (related document(s)4918). (Perkins, Cathy) (Entered: 04/06/2012)
 5103	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Creditor Michael & Dianna L. Elliott (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
 3298	7/1/2011	Objection to Approve Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage, Federal Home Loan Mortgage and teh Official Committee of Unsecured Creditors and Objection to the Confirmation of the Second Amended and Restated Joint Plan Filed by Creditor Michael & Dianna L. Elliott (related document(s) 3237). (Perkins, Cathy) (Entered: 07/05/2011)
 3229	6/21/2011	Complaint by Joni Cox-Tanner ; Charles & Joni Cox-Tanner Tanner ; Sandy Smith ; Michael & Dianna L. Elliott ; Jay D. Oyler ; Larry Wesley and Tam Stout ; Linda Bacon ; Mark Armour against Taylor Bean & Whitaker 3:11-ap-00326-JAF; Nature of Suit(s): 14 (Recovery of money/property - other). (Freeman, Vickie) (Entered: 06/21/2011)
 3107	5/19/2011	Motion to Object to ransferal of Defendant's Loan Without Defenses Against Debtors Filed by Creditor Michael & Dianna L. Elliott (Perkins, Cathy) (Entered: 05/20/2011)
 2793	3/11/2011	Motion to Compel Evidence and Documentation to Said Court by and on behalf of Creditor/Defendant. Filed by Creditor Michael & Dianna L. Elliott (Perkins, Cathy) (Entered: 03/11/2011)
 2035	10/4/2010	Objection to Taylor Bean & Whitaker Mortgage Corp's Response in Opposition to Motion to Set Amount of Redemption (Docket No. 1557) Filed by Creditor Michael & Dianna L. Elliott (related document(s) 1557). (Perkins, Cathy) (Entered: 10/07/2010)
 2005	9/27/2010	Certificate of Mailing - 1. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE TO MOTION TO REQUEST INSPECTION OF DOCUMENTATION VERIFYING LOAN ORIGINATION AND ANY SALE OF SAID LOAN 2. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S OMNIBUS RESPONSE IN OPPOSITION TO MOTIONS TO SET AMOUNT OF REDEMPTION FILED BY KIM M. HEFTY 3. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY JAY D. OYLER 4. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY SUEANN AND SANDY SMITH 5. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY MICHAEL R. ELLIOTT AND DIANNA L. ELLIOTT 6. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY TIFFANY HAGGARD AND KERRY HAGGARD 7. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY LARRY WESLEY STOUT AND TAMMY M. STOUT 8. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY CHARLES TANNER AND JONI COX-TANNER 9. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY KATINA L. DURAN 10. DEBTOR TAYLER, BEAN &

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WHITAKER MORTGAGE CORP.'S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS and 11. NOTICE OF HEARING [Re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.'S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS]. Service Date 9-23-10. (Admin.) Filed by Other Prof. BMC Group (related document(s) 1973, 1976, 1982, 1971, 1974, 1975, 1979, 1978, 1980, 1972, 1977). (BMC Group (JM)) (Entered: 09/27/2010)

1975	9/22/2010	Response to Motion to Set Amount of Redemption Filed By Michael R. Elliott and Dianna L. Elliott Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp. (related document(s) 1556). (Peterson, Edward) (Entered: 09/22/2010)
1556	6/14/2010	Motion to Set Amount of Redemption Filed by Creditor Michael & Dianna L. Elliott (Perkins, Cathy) (Entered: 06/16/2010)
372	10/2/2009	Notice of Appearance and Request for Notice Filed by Raye Curry Elliott on behalf of Creditor Greg Hicks. (Elliott, Raye) (Entered: 10/02/2009)
198	9/10/2009	Doc 198, Attachment 4 - Motion of Robert M. Dombroff to Appear Pro Hac Vice Motion to Appear pro hac vice Filed by Gregor Schwinghammer on behalf of Creditor Deutsche Bank AG (Attachments: # 1 Motion of Todd B. Marcus to Appear Pro Hac Vice# 2 Motion of Mark M. Elliott to Appear Pro Hac Vice# 3 Motion of Erin K. Mautner to Appear Pro Hac Vice# 4 Motion of Robert M. Dombroff to Appear Pro Hac Vice) (Schwinghammer, Gregor) (Entered: 09/10/2009)
198	9/10/2009	Doc 198, Attachment 3 - Motion of Erin K. Mautner to Appear Pro Hac Vice Motion to Appear pro hac vice Filed by Gregor Schwinghammer on behalf of Creditor Deutsche Bank AG (Attachments: # 1 Motion of Todd B. Marcus to Appear Pro Hac Vice# 2 Motion of Mark M. Elliott to Appear Pro Hac Vice# 3 Motion of Erin K. Mautner to Appear Pro Hac Vice# 4 Motion of Robert M. Dombroff to Appear Pro Hac Vice) (Schwinghammer, Gregor) (Entered: 09/10/2009)
198	9/10/2009	Doc 198, Attachment 2 - Motion of Mark M. Elliott to Appear Pro Hac Vice Motion to Appear pro hac vice Filed by Gregor Schwinghammer on behalf of Creditor Deutsche Bank AG (Attachments: # 1 Motion of Todd B. Marcus to Appear Pro Hac Vice# 2 Motion of Mark M. Elliott to Appear Pro Hac Vice# 3 Motion of Erin K. Mautner to Appear Pro Hac Vice# 4 Motion of Robert M. Dombroff to Appear Pro Hac Vice) (Schwinghammer, Gregor) (Entered: 09/10/2009)
198	9/10/2009	Doc 198, Attachment 1 - Motion of Todd B. Marcus to Appear Pro Hac Vice Motion to Appear pro hac vice Filed by Gregor Schwinghammer on behalf of Creditor Deutsche Bank AG (Attachments: # 1 Motion of Todd B. Marcus to Appear Pro Hac Vice# 2 Motion of Mark M. Elliott to Appear Pro Hac Vice# 3 Motion of Erin K. Mautner to Appear Pro Hac Vice# 4 Motion of Robert M. Dombroff to Appear Pro Hac Vice) (Schwinghammer, Gregor) (Entered: 09/10/2009)
198	9/10/2009	Motion to Appear pro hac vice Filed by Gregor Schwinghammer on behalf of Creditor Deutsche Bank AG (Attachments: # 1 Motion of Todd B. Marcus to Appear Pro Hac Vice# 2 Motion of Mark M. Elliott to Appear Pro Hac Vice# 3 Motion of Erin K. Mautner to Appear Pro Hac Vice# 4 Motion of Robert M. Dombroff to Appear Pro Hac Vice) (Schwinghammer, Gregor) (Entered: 09/10/2009)

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ite	Description
1/2012	Motion to Appear Telephonically Regarding the Hearing on Motion for Relief from Stay filed by Bank of America to be held 4/13/12 @ 10:00 a. Creditor Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
1/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc. (Filed by Creditor Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
1/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc. (Objection states group of creditors, but only signed by Larry Stout) Filed by Creditor Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
1/2012	Objection to Motion for Relief from Stay for Bank of America National (Objection states group of creditors, but only Signed by Sandy Smith) Fil Bacon, Joni Cox-Tanner, John Crain, Katina L. Duran, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)
1/3/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. F Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuan Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
1/6/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. F Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuan Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)

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- 5109 3/26/2012 Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
- 5107 3/23/2012 Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
- 5106 3/23/2012 Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
- 5104 3/22/2012 Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
- 5102 3/22/2012 Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
- 5101 3/22/2012 Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Creditor Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
- 5100 3/22/2012 Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Creditor Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
- 4831 1/31/2012 Complaint by Sandy S Smith ; Larry Wesley and Tam Stout ; Linda Bacon ; Jeff and Darlene Gorrell ; Djuana Reed ; John Crain ; Charles & Joni Cox-Tanner Tanner ; Jay D. Oyler against Taylor, Bean & Whitaker Mortgage Corp ; Reo Specialties, LLC ; Home American Mortgages, Inc. 3:12-ap-00109-JAF; Nature of Suit(s): 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny). (Freeman, Vickie) (Entered: 01/31/2012)
- 3229 6/21/2011 Complaint by Joni Cox-Tanner ; Charles & Joni Cox-Tanner Tanner ; Sandy Smith ; Michael & Dianna L. Elliott ; Jay D. Oyler ; Larry Wesley and Tam Stout ; Linda Bacon ; Mark Armour against Taylor Bean & Whitaker 3:11-ap-00326-JAF; Nature of Suit(s): 14 (Recovery of money/property - other). (Freeman, Vickie) (Entered: 06/21/2011)
- 3086 5/15/2011 Motion to Object to Transfer of Defendant's Loan Without Defenses against Debtors Filed by Creditor Larry Wesley and Tam Stout (Perkins, Cathy) (Entered: 05/18/2011)
- 2514 1/20/2011 Objection to Order 2343 Granting StalkingHorse Protections and Auction for the Sale of Certain Mortgage Loans Free and Clear of All Liens, Claims and Interest by Defendant Victim Filed by Creditor Larry Wesley and Tam Stout (related document(s) 2343). (Perkins, Cathy) (Entered: 01/20/2011)
- 2017 9/28/2010 Objection to Taylor Bean & Whitaker Mortgage Corp's Response in Opposition to Motion to Set Amount of Redemption (Docket No. 1557) Filed by Creditor Larry Wesley and Tam Stout (related document(s) 1977). (Perkins, Cathy) (Entered: 09/29/2010)
- 2005 9/27/2010 Certificate of Mailing - 1. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE TO MOTION TO REQUEST INSPECTION OF DOCUMENTATION VERIFYING LOAN ORIGINATION AND ANY SALE OF SAID LOAN 2. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S OMNIBUS RESPONSE IN OPPOSITION TO MOTIONS TO SET AMOUNT OF REDEMPTION FILED BY KIM M. HEFTY 3. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY JAY D. OYLER 4. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY SUEANN AND SANDY SMITH 5. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY MICHAEL R. ELLIOTT AND DIANNA L. ELLIOTT 6. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY TIFFANY HAGGARD AND KERRY HAGGARD 7. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY LARRY WESLEY STOUT AND TAMMY M. STOUT 8. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY CHARLES TANNER AND JONI COX-TANNER 9. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY KATINA L. DURAN 10. DEBTOR TAYLER, BEAN & WHITAKER MORTGAGE CORP.S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS and 11. NOTICE OF HEARING (Re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS). Service Date 9-23-10. (Admin.) Filed by Other Prof. BMC Group (related document(s) 1973 , 1976 , 1982 , 1971 , 1974 , 1975 , 1979 , 1978 , 1980 , 1972 , 1977). (BMC Group (JM)) (Entered: 09/27/2010)
- 1977 9/22/2010 Response to Motion to Set Amount of Redemption Filed By Larry Wesley Stout and Tammy M. Stout Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp. (related document(s) 1555). (Peterson, Edward) (Entered: 09/22/2010)
- 1914 9/9/2010 Objection to Court Doc. No. 1585 filed June 22, 2010 (sale of assets) Filed by Creditor Larry Wesley and Tam Stout (related document(s) 1585). (Perkins, Cathy) (Entered: 09/09/2010)
- 1555 6/14/2010 Motion to Set Amount of Redemption Filed by Creditor Larry Wesley and Tam Stout (Perkins, Cathy) (Entered: 06/16/2010)

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 Docket #	Date	Description
5124	4/3/2012	Objection to Motion for Relief from Stay for Bank of America National (Objection states group of creditors, but only Signed by Sandy Smith) Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Katina L. Duran, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)
5112	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5110	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5109	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5107	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5106	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5104	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5102	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5099	3/27/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Djuana Reed, Jeff and Darlene Gorrell, Linda Bacon (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
4831	1/31/2012	Complaint by Sandy S Smith ; Larry Wesley and Tam Stout ; Linda Bacon ; Jeff and Darlene Gorrell ; Djuana Reed ; John Crain ; Charles & Joni Cox-Tanner Tanner ; Jay D. Oyler against Taylor, Bean & Whitaker Mortgage Corp ; Reo Specialties, LLC ; Home American Mortgages, Inc. 3:12-ap-00109-JAF; Nature of Suit(s): 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny). (Freeman, Vickie) (Entered: 01/31/2012)

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Jeff Gorrell and Darlene Gorrell, Pro Se

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 Docket #	Date	Description
5178	4/11/2012	Order Denying Motion to Appear Telephonically re: Darlene & Jeff Gorrell (Related Doc # 5170). Signed on 4/11/2012. (Perkins, Cathy) (Entered: 04/11/2012)
5170	4/5/2012	Motion to Appear Telephonically Regarding the Hearing on Motion for Relief from Stay filed by Bank of America National Assoc. to be held 4/13/12 @ 10:00 a. Filed by Creditor Jeff and Darlene Gorrell (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5169	4/5/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc Filed by Creditor Jeff and Darlene Gorrell (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5168	4/5/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc. (Objection states group of creditors, but only signed by Jeff and Darlene Gorrell) Filed by Creditor Jeff and Darlene Gorrell (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5124	4/3/2012	Objection to Motion for Relief from Stay for Bank of America National (Objection states group of creditors, but only Signed by Sandy Smith) Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Katina L. Duran, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)

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5112	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5110	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5109	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5107	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5106	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5104	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5102	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5099	3/27/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Djuana Reed, Jeff and Darlene Gorrell, Linda Bacon (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
4831	1/31/2012	Complaint by Sandy S Smith ; Larry Wesley and Tam Stout ; Linda Bacon ; Jeff and Darlene Gorrell ; Djuana Reed ; John Crain ; Charles & Joni Cox-Tanner Tanner ; Jay D. Oyler against Taylor, Bean & Whitaker Mortgage Corp ; Reo Specialties, LLC ; Home American Mortgages, Inc. 3:12-ap-00109-JAF, Nature of Suit(s): 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny). (Freeman, Vickie) (Entered: 01/31/2012)
4163	10/7/2011	Letter Re: States Class Action adding a name to previous Adv. filed (Jeff and Darlene Gorrell) . (Perkins, Cathy) (Entered: 10/12/2011)

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Djuanna Reed, Pro Se

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 Docket #	Date	Description
5179	4/11/2012	Order Denying Motion to Appear Telephonically re: Djuana Reed (Related Doc # 5167). Signed on 4/11/2012. (Perkins, Cathy) (Entered: 04/11/2012)
5167	4/5/2012	Motion to Appear Telephonically Regarding the Hearing on Motion for Relief from Stay filed by Bank of America to be held 4/13/12 @ 10:00 a.m. Filed by Creditor Djuana Reed (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5166	4/5/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc Filed by Creditor Djuana Reed (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5165	4/5/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc. (Objection states group of creditors, but only signed by Djuana Reed) Filed by Creditor Djuana Reed (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5124	4/3/2012	Objection to Motion for Relief from Stay for Bank of America National (Objection states group of creditors, but only Signed by Sandy Smith) Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Katina L. Duran, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)
5113	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Creditor Djuana Reed (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5112	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5110	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)

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5109	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5107	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5106	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5104	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5102	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5099	3/27/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Djuana Reed, Jeff and Darlene Gorrell, Linda Bacon (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
4831	1/31/2012	Complaint by Sandy S Smith ; Larry Wesley and Tam Stout ; Linda Bacon ; Jeff and Darlene Gorrell ; Djuana Reed ; John Crain ; Charles & Joni Cox-Tanner Tanner ; Jay D. Oyler against Taylor, Bean & Whitaker Mortgage Corp ; Reo Specialties, LLC ; Home American Mortgages, Inc. 3:12-ap-00109-JAF: Nature of Suit(s): 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny). (Freeman, Vickie) (Entered: 01/31/2012)
3987	8/19/2011	Letter Re: States Class Action adding a name to previous Adv. filed (Djuana Reed) . (Perkins, Cathy) (Entered: 08/31/2011)

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John Crain
Pro Se

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 Docket #	Date	Description
5974	8/15/2012	Certificate of Mailing - 1. Objection To Claim Numbers 219 And 3498 Filed By Sandy Smith, 2. Objection To Claim Numbers 3352 And 3500 Filed By Charles Tanner And Joni Cox-Tanner, 3. Sixty First Omnibus Objection To Claims (Claims Are Owed By Reo Specialists, LLC Or Home Mortgages Company), 4. Sixty Second Omnibus Objection To Claims (Claims Should Be Disallowed Under Section 502(D) Of The Bankruptcy Code), 5. Sixty Third Omnibus Objection To Claims (Claims Are Partially And/Or Fully Satisfied), 6. Objection To Claim No. 3058 Filed By Brian And Catherine Egan, 7. Objection To Claim No. 3499 Filed By Darlene And Jeff Gorrell, 8. Objection To Claim Numbers 395 And 3496 Filed By Katina Duran, 9. Objection To Claim Nos. 3419, 3472, And 3494 Filed By Larry And Tammy Stout, 10. Objection To Claim No. 475 Filed By Melinda Hedden, 11. Objection To Claim No. 3497 Filed By Michael And Dianna Elliott, 12. Objection To Claim No. 3057 Filed By Frank And Amelia Taddeo, 13. Objection To Claim No. 57 Filed By Tammy Gordon, 14. Objection To Claim No. 3325 Filed By Thomas Canterbury, 15. Objection To Claim No. 3453 Filed By Matthew And Kathleen Feller, 16. Objection To Claim No. 474 Filed By John Staats, 17. Objection To Claim Numbers 3414 And 3493 Filed By Jay Oyler, 18. Objection To Claim No. 338 Filed By Sorinel And Camelia Petreaca, 19. Objection To Claim No. 1227 Filed By John And Julie Crain, 20. Objection To Claim No. 3459 Filed By William And Frances Gregoire, 21. Objection To Claim No. 257 And 1071 Filed By Mary Pucket And Allene Whaley, 22. Objection To Claim No. 1523 Filed By John A. Bird And Terri L. Bird, 23. Objection To Claim No. 1089 Filed By Rodney Elinor, 24. Objection To Claim No. 3455 Filed By Billie J. Ford, 25. Objection To Claim No. 685 Filed By Janet M. Peck, 26. Objection To Claim No. 3495 Filed By Djuana Reed and 27. Objection To Claim No. 2612 Filed By Vernon Delger. Service Date 8-10-12. (Admin.) Filed by Other Prof. BMC Group (related document(s)5891, 5879, 5885, 5894, 5904, 5886, 5876, 5877, 5888, 5880, 5890, 5898, 5897, 5878, 5889, 5903, 5887, 5899, 5884, 5896, 5905, 5900, 5901, 5895, 5902, 5893, 5892). (BMC Group (JM)) (Entered: 08/15/2012)
5897	8/10/2012	Objection to Claim(s). 1227 of John and Julie Crain. Contains negative notice. Filed by Alisa Paige Mason on behalf of Trustee Neil F. Luria, Plan Trustee (Mason, Alisa) (Entered: 08/10/2012)
5836	8/3/2012	Hearing Proceeding Memo: Hearing Held - APPEARANCES: WITNESSES: EVIDENCE: RULING: Continued to August 23 @ 1:30 Blain to ntc. Motion to Approve Compromise or Settlement Regarding Deloitte Claim Funding and Allocation Filed by Paul Steven Singerman on behalf of Trustee Neil F. Luria, Plan Trustee (Singerman, Paul) Doc #5659 Objection to Trustee's Motion for Approval of Settlement Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5659). (Perkins, Cathy) Doc #5810 Proposed Orders, if applicable, should be submitted within three days after the date of the hearing - Local Rule 9072-1(c). This docket entry/document is not an official order of the Court. (Chap, Dkt) (Entered: 08/06/2012)

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5812	7/31/2012	Objection to Order Striking Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout, Linda Bacon and Michael R. & Dianna L. Elliott Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5704). (Perkins, Cathy) (Entered: 08/02/2012)
5811	7/31/2012	Objection to Order Striking Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout, Linda Bacon and Michael R. & Dianna L. Elliott Filed by Creditor John Crain (related document(s)5704). (Perkins, Cathy) (Entered: 08/02/2012)
5810	7/26/2012	Objection to Trustee's Motion for Approval of Settlement Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5659). (Perkins, Cathy) (Entered: 08/02/2012)
5704	7/17/2012	Order Striking Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout, Linda Bacon and Michael R. & Dianna L. Elliott (related document(s)5641). Signed on 7/17/2012 (Perkins, Cathy) (Entered: 07/17/2012)
5641	6/29/2012	Motion Requesting Resolution Upon Court in Reference to Creditors as Listed Above and Taylor, Bean and Whitaker Mortgage Corp., and It's Trust and Between It's Successors Filed by Joni Cox-Tanner, John Crain, Jeff and Darlene Gorrell, Jay D. Oyler, Sandy Smith, Larry Wesley and Tam Stout (Perkins, Cathy) (Entered: 07/10/2012)
5171	4/6/2012	Objection to Motion for Relief from Stay filed by Bank of America National Assoc. Filed by Creditor John Crain (related document(s)4918). (Perkins, Cathy) (Entered: 04/10/2012)
5112	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5111	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Creditor John Crain (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5110	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5109	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5107	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5106	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5104	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5102	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
4831	1/31/2012	Complaint by Sandy S Smith ; Larry Wesley and Tam Stout ; Linda Bacon ; Jeff and Darlene Gorrell ; Djuana Reed ; John Crain ; Charles & Joni Cox-Tanner Tanner ; Jay D. Oyler against Taylor, Bean & Whitaker Mortgage Corp ; Reo Specialties, LLC ; Home American Mortgages, Inc. 3:12-ap-00109-JAF; Nature of Suit(s): 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny). (Freeman, Vickie) (Entered: 01/31/2012)
4613	12/16/2011	Memorandum regarding Motion for Reconsideration of Order Granting Emergency Ex Parte Motion to Extend Filed by Creditor John Crain (related document(s)4543). (Perkins, Cathy) (Entered: 12/20/2011)
2698	2/15/2011	Appellant Designation of Contents for Inclusion in Record on Appeal - Appellant John Crain's Directions To The Clerk Filed by S. Hunter Malin on behalf of Creditor John Crain. Appellee designation due by 3/1/2011. (Malin, S.) (Entered: 02/15/2011)

2633	2/4/2011	Proposed Order Granting John Crain's Motion For Extension Of Time To File Designation Of Items To Be Included In The Record On Appeal And A Statement Of The Issues Presented Filed by S. Hunter Malin on behalf of Creditor John Crain (related document(s) 2604). (Malin, S.) (Entered: 02/04/2011)
2607	2/3/2011	Proposed Order Granting John Crain's Motion For Extension Of Time To File Designation Of Items To Be Included In The Record On Appeal And A Statement Of The Issues Presented Filed by S. Hunter Malin on behalf of Creditor John Crain (related document(s) 2604). (Malin, S.) (Entered: 02/03/2011)
2604	2/2/2011	Motion to Extend Time To File Designation Of Items To Be Included In The Record On Appeal And A Statement Of The Issues Presented Filed by S. Hunter Malin on behalf of Creditor John Crain (Malin, S.) (Entered: 02/02/2011)
2603	2/2/2011	Notice of Appearance and Request for Notice Filed by S. Hunter Malin on behalf of Creditor John Crain. (Malin, S.) (Entered: 02/02/2011)
2577	1/31/2011	Notice of Filing Appeal Cover Sheet Filed by Creditor John Crain (related document(s) 2538). (Perkins, Cathy) (Entered: 01/31/2011)
2536	1/24/2011	Notice of Appeal. Filing Fee Not Paid or Not Required. Filed by Creditor John Crain (related document(s) 2475). Appellant Designation due by 2/7/2011. (Perkins, Cathy) (Entered: 01/25/2011)
2122	11/5/2010	Notice to Creditors and Other Parties in Interest Notice of Hearing on Motion For Production of Documents filed by John Crain (related document(s) 2111). Hearing scheduled for 12/17/2010 at 10:00 AM at Jacksonville, FL - 300 North Hogan St. 4th Floor Courtroom 4D (related document(s) 2115). (Perkins, Cathy) (Entered: 11/05/2010)
2115	11/3/2010	Notice of Hearing on Motion For Production of Documents filed by John Crain (related document(s) 2111). Hearing scheduled for 12/17/2010 at 10:00 AM at Jacksonville, FL - 300 North Hogan St. 4th Floor Courtroom 4D. (Perkins, Cathy) (Entered: 11/03/2010)
2111	11/2/2010	Motion For Production of Documents Filed by Creditor John Crain (Perkins, Cathy) (Entered: 11/02/2010)
2030	10/4/2010	Notice of Appearance and Request for Notice Filed by Creditor John Crain. (Perkins, Cathy) (Entered: 10/06/2010)
2024	10/1/2010	Notice of Appearance and Request for Notice Filed by Creditor John Crain. (Perkins, Cathy) (Entered: 10/01/2010)
1998	9/24/2010	Order Granting Motion To Continue/Reschedule Hearing on Objection to Sale by John Crain (Related Doc # 1913). Signed on 9/24/2010. Hearing scheduled for 10/8/2010 at 10:00 AM at Jacksonville, FL - 300 North Hogan St. 4th Floor Courtroom 4D. (Perkins, Cathy) (Entered: 09/24/2010)

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↓ Docket #	Date	Description
1913	9/9/2010	Motion to Continue/Reschedule Hearing On <i>Objection to the Motion for Approval of Settlement Agreement by and between Taylor Bean & Whitaker Asserts to Colonial Bank/Ameribank, Bank of New York Mellon and to Compel Inspection</i> Filed by Creditor John Crain (related document(s) 1585 , 1789). (Perkins, Cathy) (Entered: 09/09/2010)
1905	9/2/2010	<i>Objection to Motion for Approval of Settlement Agreement by and Between Debtor, the Federal Deposit Insurance Corp, as receiver of Colonial Bank and the Official Committee of Unsecured Creditors filed August 1, 2010</i> Filed by Creditor John Crain (related document(s) 1783). (Perkins, Cathy) (Entered: 09/07/2010)
1833	8/17/2010	Certificate of Mailing - <i>NOTICE OF PRELIMINARY HEARING [Re: Objection to Sale of Taylor Bean & Whitaker Assets to Colonial Bank/US Ameribank, Bank of New York Mellon as Investor and to Compel Inspection of Original Court Document #1585 filed by John Crain - Docket No. 1789]. Service Date 8-16-10. (Admin.)</i> Filed by Other Prof. BMC Group (related document(s) 1811). (BMC Group (JM)) (Entered: 08/17/2010)
1811	8/16/2010	Notice of Hearing on Objection to Sale of Taylor Bean & Whitaker Assets to Colonial Bank/USAmeribank, Bank of New York Mellon as Investor and to Compel Insepction of Original Court Document #1585 filed by John Crain (related document(s) 1788). Hearing scheduled for 9/10/2010 at 10:00 AM at Jacksonville, FL - 300 North Hogan St. 4th Floor Courtroom 4D. (Perkins, Cathy) (Entered: 08/16/2010)
1789	8/11/2010	<i>Objection to Sale of TaylorBean & Whitaker Assets to Colonial Bank/USAmeribank, Bank of New York Mellon as Investor and to Compel Inspection of Original Court Document No. 1585 Exhibit, filed June 22, 2010</i> Filed by Creditor John Crain. (Perkins, Cathy) (Entered: 08/12/2010)
1681	7/13/2010	Certificate of Mailing - <i>ORDER ON OBJECTION BY JOHN CRAIN TO DEBTOR'S MOTION FOR ORDER AUTHORIZING SALE OF CERTAIN MORTGAGE-BACKED SECURITIES. Service Date 7-12-10. (Admin.)</i> Filed by Other Prof. BMC Group (related document(s) 1678). (BMC Group (JM)) (Entered: 07/13/2010)
1678	7/9/2010	<i>Order on Objection by John Crain to Debtor's Motion for Order Authorizing Sale of Certain Mortgage-Backed Securities</i> (related document(s) 1361 , 1427). Signed on 7/9/2010 (Perkins, Cathy) (Entered: 07/12/2010)
1666	7/8/2010	<i>Proposed Order on Objection by John Crain to Debtor's Motion for Order Authorizing Sale of Certain Mortgage-Backed Securities</i> Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp.

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(related document(s) 1361). (Peterson, Edward) (Entered: 07/08/2010)

1584 6/18/2010 Response to Debtor's Response to the Objection to Sale of Mortgage-Backed Securities Filed by Creditor John Crain. (Perkins, Cathy) (Entered: 06/22/2010)

1428 5/17/2010 Motion to Continue/Reschedule Hearing On Objection to the Sale of Mortgage-Backed Securities Filed by Creditor John Crain (related document(s) 1361). (Perkins, Cathy) Modified on 5/18/2010 (Perkins, Cathy). (Entered: 05/18/2010)

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Jay D. Oyler, Pro Se

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↓ Docket #	Date	Description
5124	4/3/2012	Objection to Motion for Relief from Stay for Bank of America National (Objection states group of creditors, but only Signed by Sandy Smith) Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Katina L. Duran, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)4918). (Perkins, Cathy) (Entered: 04/03/2012)
5112	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5110	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5109	3/26/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5108	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Creditor Jay D. Oyler (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5107	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5106	3/23/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5104	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
5102	3/22/2012	Motion in Disagreement to Signed Order 5042 Approving the Settlement Agreement by and Among Taylor Bean & Whitaker Mortgage Corp. Plan Trustee and Sovereign Bank Filed by Linda Bacon, Joni Cox-Tanner, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)5042). (Perkins, Cathy) (Entered: 03/27/2012)
4831	1/31/2012	Complaint by Sandy S Smith ; Larry Wesley and Tam Stout ; Linda Bacon ; Jeff and Darlene Gorrell ; Djuana Reed ; John Crain ; Charles & Joni Cox-Tanner Tanner ; Jay D. Oyler against Taylor, Bean & Whitaker Mortgage Corp. ; Reo Specialties, LLC ; Home American Mortgages, Inc. 3:12-ap-00109-JAF; Nature of Suit(s): 67 (Dischargeability - 523(a)(4), fraud as fiduciary, embezzlement, larceny). (Freeman, Vickie) (Entered: 01/31/2012)
3324	7/11/2011	Objection to Approve Settlement Agreement by and among TB&W, Federal Home Loan Mortgage Corp. and the Official Committee of unsecured creditors doc. 3237 and Objection to the confirmation of the second amended and restated joint plan of liquidation of the debtors and the official committee of unsecured creditors doc. 2143 Filed by Creditor Jay Oyler (related document(s) 3237). (Baldwin, Susan) (Entered: 07/11/2011)
3229	6/21/2011	Complaint by Joni Cox-Tanner ; Charles & Joni Cox-Tanner Tanner ; Sandy Smith ; Michael & Dianna L. Elliott ; Jay D. Oyler ; Larry Wesley and Tam Stout ; Linda Bacon ; Mark Armour against Taylor Bean & Whitaker 3:11-ap-00326-JAF; Nature of Suit(s): 14 (Recovery of money/property - other). (Freeman, Vickie) (Entered: 06/21/2011)
2040	10/12/2010	Response to Court docket 2019 Paul StevenSinger as counsel for the official committee of unsecured creditors of Taylor Bean and Whitaker Mortgage Corp. Filed by Creditor Jay Oyler (related document(s) 2019). (Baldwin, Susan) (Entered: 10/12/2010)

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2022	9/30/2010	Objection to Taylor Bean & Whitaker Mortgage Corp's Response in Opposition to Motion to Set Amount of Redemption (Docket No. 1557) Filed by Creditor Jay D. Oyler (related document(s) 1978). (Perkins, Cathy) (Entered: 10/01/2010)
2005	9/27/2010	Certificate of Mailing - 1. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE TO MOTION TO REQUEST INSPECTION OF DOCUMENTATION VERIFYING LOAN ORIGINATION AND ANY SALE OF SAID LOAN 2. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S OMNIBUS RESPONSE IN OPPOSITION TO MOTIONS TO SET AMOUNT OF REDEMPTION FILED BY KIM M. HEFTY 3. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY JAY D. OYLER 4. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY SUEANN AND SANDY SMITH 5. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY MICHAEL R. ELLIOTT AND DIANNA L. ELLIOTT 6. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY TIFFANY HAGGARD AND KERRY HAGGARD 7. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY LARRY WESLEY STOUT AND TAMMY M. STOUT 8. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY CHARLES TANNER AND JONI COX-TANNER 9. TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S RESPONSE IN OPPOSITION TO MOTION TO SET AMOUNT OF REDEMPTION FILED BY KATINA L. DURAN 10. DEBTOR TAYLER, BEAN & WHITAKER MORTGAGE CORP.S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS and 11. NOTICE OF HEARING [Re: TAYLOR, BEAN & WHITAKER MORTGAGE CORP.S APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE HORWATH LLP AS TAX ADVISORS]. Service Date 9-23-10. (Admin.) Filed by Other Prof. BMC Group (related document(s) 1973 , 1976 , 1982 , 1971 , 1974 , 1975 , 1979 , 1978 , 1980 , 1972 , 1977). (BMC Group (JM)) (Entered: 09/27/2010)
1973	9/22/2010	Response to Motion to Set Amount of Redemption Filed By Jay D. Oyler Filed by Edward J. Peterson III on behalf of Debtor Taylor, Bean & Whitaker Mortgage Corp. (related document(s) 1727). (Peterson, Edward) (Entered: 09/22/2010)
1898	9/7/2010	Order Directing Response Re: Motion to Set Amount of Redemption Filed by Creditor Jay D. Oyler (related document(s) 1727). Signed on 9/7/2010 (Perkins, Cathy) (Entered: 09/07/2010)
1736	7/28/2010	Motion to Request Inspection of Documentation Verifying Loan Origination and any Sale of said Loan Filed by Creditor Jay D. Oyler (related document(s) 1727). (Perkins, Cathy) (Entered: 07/29/2010)
1727	7/26/2010	Motion to Set Amount of Redemption Filed by Creditor Jay D. Oyler (Perkins, Cathy) (Entered: 07/27/2010)

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Sandy S. Smith, Pro Se,
1427 Wildhorse Lane
Stepenville, Texas, 76401
(254) 977-4731

Dated: 08-18-2012

Signed: Sandy S Smith

John Crain, Pro Se
P.O. Box 13
Melbourne, Florida 32902
(904) 718-1418

Dated: 2012/08/21

Signed: [Signature]

Michael R. Elliot and Dianna Elliot, Pro Se
133 Elliot Lane
Tollesboro, Kentucky 41187
(606) 541-1558

Dated: _____

Signed: _____

Dated: _____

Signed: _____

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Larry W. Stout and Tammy Stout, Pro Se
145 Stout Farm Road
Taylorsville, North Carolina 28681
(828) 352-3191

Dated: _____

Signed: _____

Dated: _____

Signed: _____

Linda Bacon
217 Kipling Way
Riversdale, Georgia 30274
(678) 612-6128

Dated: _____

Signed: _____

Jeff Gorrell and Darlene Gorrell, Pro Se
231 Ramblin Rd.
Newport, Tennessee 37821
(423) 237-6421

Dated: _____

Signed: _____

Dated: _____

Signed: _____

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Djuana Reed
3967 Cain Mill Dr.
Lithonia, Georgia 30038
(678) 592-6905

Dated: _____

Signed: _____

Jay D. Oyler, Pro Se
16 Bamblewood Place, SW
Cartersville, Georgia 30120
(770) 324-8461

Dated: _____

Signed: _____

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**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

John Crain, Pro Se

FILED
JACKSONVILLE, FLORIDA

APR 06 2012

Creditors/Defendants

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

In re:

Chapter 11

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP
REO SPECIALTIES, LLC
HOME AMERICAN MORTGAGES, INC.**

CASE NO. 3:09-BK-7047-JAF

CASE NO. 3:09-BK-10022-JAF

CASE NO. 3:09-BK-10023-JAF

JOINTLY ADMINISTERED UNDER

CASE NO. 3:09-BK-07047-JAF

**Debtors and
Debtors in Possession**

**OBJECTION TO MOTION FOR RELIEF FROM STAY FOR BANK OF AMERICA
NATIONAL ASSOCIATION (DOCKET 4918)**

Comes now, John Crain, Pro Se, with an Objection to the Motion for Relief of Stay from Bank of American National Association, Court Docket 4918.

This action comes before the court due to Creditor having a vested interest in this Motion for Relief from Stay for Bank of America National Association. In the interest of loan number for Defendant is as follows:

2630455, John Crain, Creditor/Defendant/Victim request the following information:

COME NOW, Creditor/Defendant who files Request for Production of Documents
, and Moves this Court for an Order

Requiring :

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- I. To produce and to permit Creditor/Defendant to inspect and to copy each of the following

Documents: Has this said Trust ever been in any legal issues in the passed and if so where , Is said trust or loan involved in any other bankruptcy proceeding or legal issues in the United States or outside the United States if so where ?

If this loan is not in this said trust please identify where it is and provide cusip numbers and transfer documents along with all original loan documents with wet signatures.

- II. To produce and to permit Creditor/Defendant to inspect and to copy each of the following documents:

1. Pursuant to 12 U.S.C. 2605(e)(1)(B) and UCC 9-210 any and all documents, records and any there pertinent information which will help with the accounting in regard to account no.2630455 John Crain

2. All accounting ledger journal entries and/or bookkeeping entries regarding the crediting of any and all Promissory Notes, money equivalents, or similar instruments, identified as or evidencing assets whether provided by and/or signed by borrowers and consumers relating to this account.

3. A "Certified Copy" of the Trust Agreement between Bank of America National Association ("Bank of America)" as successor in interest through merger to LaSalle Bank, National Association and LaSalle Global Trust Services, on its own behalf and its capacity as Collateral , Agent , Indenture Trustee , and Custodian with respect to Ocala Funding , LLC and All *Affiliate, Subsidiary, Association* and any other bank or depository institution and/or mortgage company as it relates specifically to this account and the original promissory note agreement.

4. An identification of the source of the funds used to fund the loan since its origination, including

account name(s), number(s), and amount(s);

5. An identification of the source of the funds Bank of America National Association ,Bank of American *affiliate, subsidiary, Association* and any other bank or depository institution and/or Mortgage company as it relates specifically to this account and the **"Original Promissory Note"** agreement used to purchase any and all Promissory Notes, money equivalents, or similar instruments, identified as or evidencing assets provided by and/or signed by the original borrowers and consumers, and claims is due and owing, including account name(s), number(s), and amounts(s) and the date the purchase was completed by Bank of America National Association ("Bank of America)"as successor in interest through merger to LaSalle Bank,National Association and LaSalle Global Trust Services, on its own behalf and its capacity as Collateral ,Agent,Indenture Trustee ,and Custodian with respect to Ocala Funding ,LLC and All *Affiliate, Subsidiary, Association at these present time or in the future* and any other bank or depository institution and/or mortgage company as it relates specifically to this account and the original promissory note agreement .

6. Certified copies, front and back, of all checks issued by Bank of America National Association used to fund and purchase and in payment of said promissory note, security instrument and all copies of checks paid as third party fees.

7. A complete statement of the damages and legal detriment, including each and every loss that Bank of America National Association ,Bank of American *affiliate, subsidiary ,Association* incurred under the original promissory note agreement with a foreclosure proceeding.

8. A certified copy of the Master Pooling Service Agreement that names the servicer and the seller of the structured finance transaction.

9. Pursuant to 17 CFR 240.12g5-1 provide the name of the record holders and/or the names of each person who is identified as the owner of such securities on records of security holders maintained by or on behalf of the issuer

10. A certified copy of the Registration Statement as that term is defined under 15 USC §77b(a)(8),

287

i.e.; Form 8-A(short form) and Form 10 (long form) Registration

Statements under the 1934 Act, Form S-1 and S-3 Registration Statement under the 1993 Act;

11. Any request for exemption or No-action letters from SEC with respect to their securities and all ACTS and certified copies of the application filed with the SEC forexempt status and the order issued by the SEC granting exempt relief from the appropriate provisions;

12. If no registration statement pursuant to the 1933 Act is available or otherwise required , please provide a comprehensive description that meets the "General Statement" of Regulation S and satisfies the conditions applied to the Safe Harbor rule.

13. The Tax Equity and Fiscal Responsibility Act of 1982 ("TERRA") Pub. L. 97- 248, 96 Stat. 324, a bearer debt security generally must be issued under arrangements reasonably designed to ensure that such obligation will be sold only to a person who is not a United States person and must satisfy certain other conditions identified in the Tax Code § 163(f)(2)(B), and as such please provide:

14. The Identity of all parties with ownership interest who have met the criteria as adopted by Treasury Regulation §1.163-5(c)(i)(D) "TEFRA D" and § 1.163-5(c)(i)(C) "TEFRA C"

15. Certified copies of all statements on a U.S. Form W-8 or substitute thereto certifying the owner's non-US status where the obligation issued is registered form and is not subject to the TEFRA rules and considered "portfolio interest."

16. All information statements and returns filed with the IRS which identifies the name and address of all recipients of interest and original issue discount that meets the provisions of a U.S.obligor making payments to a foreign person under the Tax Code §§ 871(a)(1), 881(a), 1441(a), 1442(a) and §6049

17. A description whether the pool or securities issued are required to register under the statutory or statistical definition of the 1940 Act i.e. pursuant to 17 CFR 2703a-7and if exempt, describe the characteristics that define the exception and avoids all requirements;

18. The original promissory note at interest and the allonge, front and back, affixed to the original promissory note at interest with endorsements relating to and/or associated with this transaction.

19. Certified copies of the following:

a. FR 2046 balance sheet

b. 1099-OID report

c. 424-B5 prospectus; and

d. RC-S and RC-B call schedules.

e. Indenture Trustee T-1 Form

f. Any FR2900 Forms regarding this account the week the transaction was completed (Promissory note signed by Borrower) and the week after. Defendant C.D. has the possession, custody, or control of each of the foregoing documents concerning Plaintiff's Real Estate. Each of the documents constitutes or contains evidence relevant and material to a matter involved in this action. And objects and of the above-mentioned real estate.

I John Crain, reserves the right to amend this objection to object on additional grounds not set forth here in and/or to object to any further claims not presently set forth herein. By filing this objection, Do Not Waive the Right to file further objections or to pursue avoidance actions or other causes of actions.

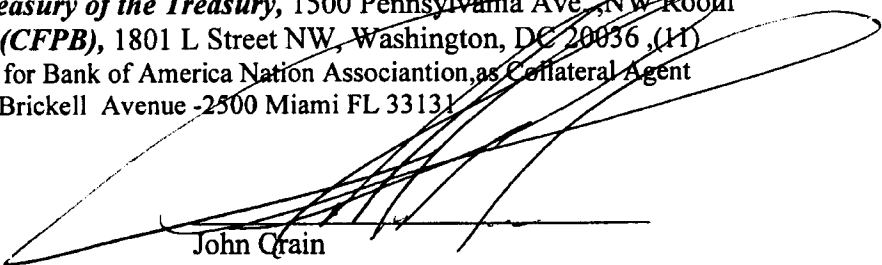
Bankruptcy Judges do not exercise "the Judicial Power of the United States" but only perform duties delegated to them by The United States Federal Judge, including US Circuit Judge and the US Supreme Court Justices. Claimant's right to trial by Jury in any proceeding so triable in this case. Claimant's right to have a District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal or any other rights, claims, actions, defenses, set offs or recoupments to which claimant is or may be entitled under agreements in law, in equity, or otherwise all of which claims or

actions defenses set offs and recoupments claimant expressly reserves.

It is believed and alleged that there have been many unforeseen variables which have been overlooked by said Bankruptcy Judge(s), Claimant/Victim reserve the right to appeal.

CERTIFICATE OF SERVICE

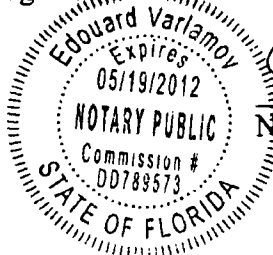
I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by U.S. Mail upon (1) Lee Ann Bennett, Clerk of Court 300 North Hogan Street Suite 3-350 Jacksonville, FL 32202 (2) the United States Trustee Elena L. Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd, Suite 620 Orlando FL 32801(3) Edward J. Peterson, III (FBN 014612) STRICHTER, RIEDEL, BLAIN & PROSSER, P.A. (~~Attorneys for the Debtor~~) . (4) Berger Singerman ,counsel to the Committee ,350 East Las Olas Blvd ,10th Floor ,Fort Lauderdale , FL 33301 (5) **ATTN President John Angrlo co-founder and Chief Executive Officer or General Counsel , Angelo Gordon , AG Mortgage Value Partners Master Fund , 245 Park Avenue, 26th floor New York, New York 10167** (6) **ATTN Chief Executive Officer Brian T. Moynihan, President of Bank of America or General Counsel , of Bank of America , 100 North Troyon Street suite 220 &184 Charlotte ,NC 28255** (7) **Jack Schaskett, Director of Resolution Department Mitigation Strategies Executive for Bank of America , 100 North Troyon Street suite 220 &184 Charlotte ,NC 28255** (8) **The Honorable 82nd Attorney General of the United States General, Eric Himpton Holder, Jr, U.S. Department of Justice ,950 Pennsylvania Avenue, NW Washington, DC 20530-0001** (9) **The Honorable Darrell E. Issa Chairman Committee on Oversight and Government Reform ,U.S. House of Representatives Washington, DC 20515** (10) **Richard Cordray, Director of the head of the United States Consumer Financial Protection Bureau (CFPB), U.S. Department of the Treasury of the Treasury, 1500 Pennsylvania Ave ,NW Room 3330 Washington ,D.C. 20220 &(CFPB), 1801 L Street NW, Washington, DC 20036 , (11) Hunton & Williams ,LLP Counsel for Bank of America Nation Association, as Collateral Agent ,Indenture Trustee, and Custodian ,111 Brickell Avenue -2500 Miami FL 33131**

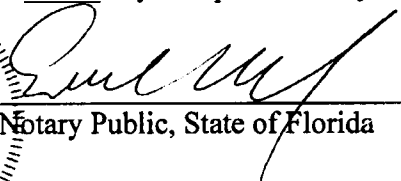

 John Crain
 P.O. Box 1402
 Melbourne, FL 32902
 Phone #904-718-1418

AFFIDAVIT

STATE OF FLORIDA §
 §
 COUNTY OF BREVARD §

This instrument was acknowledged before me on the 5 day of April 2012, by John Crain in the capacity stated therein.




 Notary Public, State of Florida

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA



PRO MEMO

08/23/2012 01:31 PM

COURTROOM 300 North Hogan Street

HONORABLE JERRY FUNK

CASE NUMBER: FILING DATE:

3:09-bk-07047-JAF 11 08/24/2009

Chapter 11

DEBTOR: Taylor, Bean & Whitaker Mortgage Corp.

DEBTOR ATTY: Alisa Mason

TRUSTEE: Plan Trustee for Taylor, Bean and Whitaker

HEARING:

Rescheduled Motion to Approve Compromise or Settlement Regarding Deloitte Claim Funding and Allocation Filed by Paul Steven Singerman on behalf of Trustee Neil F. Luria, Plan Trustee (Singerman, Paul) Doc #5659
Objection to Trustee's Motion for Approval of Settlement Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)[5659]). (Perkins, Cathy) Doc #5810

APPEARANCES::

WITNESSES:

EVIDENCE:

RULING: Approved Ord/Gassenheimer

Rescheduled Motion to Approve Compromise or Settlement Regarding Deloitte Claim Funding and Allocation Filed by Paul Steven Singerman on behalf of Trustee Neil F. Luria, Plan Trustee (Singerman, Paul) Doc #5659

Objection to Trustee's Motion for Approval of Settlement Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)[5659]). (Perkins, Cathy) Doc #5810

Proposed Orders, if applicable, should be submitted within three days after the date of the hearing - Local Rule 9072-1(c).

This docket entry/document is not an official order of the Court

298

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

In re:	)	Chapter 11
)	
TAYLOR, BEAN & WHITAKER	)	Case No. 3:09-bk-07047-JAF
MORTGAGE CORP.,	)	Case No. 3:09-bk-10022-JAF
REO SPECIALISTS, LLC, and	)	Case No. 3:09-bk-10023-JAF
HOME AMERICA MORTGAGE, INC.)	
	)	Jointly Administered Under
Reorganized Debtors	)	Case No. 3:09-bk-07047-JAF
)	
<u>APPLICABLE DEBTOR</u>)	
)	
TAYLOR, BEAN & WHITAKER)	
MORTGAGE CORP.)	
)	
<u>(Case No. 3:09-bk-07047-JAF)</u>)	

CERTIFICATE OF MAILING

I, Mabel Soto, state as follows:

293

Svc Lst Name and Address of Served Party

Mode of Service

49255 CRAIN, JOHN & JULIE, PO BOX 13, MELBOURNE, FL, 32902

US Mail (1st Class)

Subtotal for this group: 1

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

Chapter 11 Case

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

Case No. 3:09-bk-07047-JAF
Case No. 3:09-bk-10022-JAF
Case No. 3:09-bk-10023-JAF

Debtors

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

In re:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.,

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

Applicable Debtor.

OBJECTION TO CLAIM NO. 1227 FILED BY JOHN AND JULIE CRAIN

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

This objection seeks to disallow your claims. Please read this objection carefully to identify which claim is objected to and what disposition of your claim is recommended.

If you disagree with the objection or the recommended treatment, you must file a written response WITHIN 30 DAYS from August 14, 2012, 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 include the following: (i) the approved case caption and the title of the objection to which the response is directed; (ii) the name of the claimant and the official claim number; (iii) a description of the basis for the amount of the underlying proof of claim or scheduled claim; (iv) a concise statement setting forth the reasons why the Court should not sustain the objection, including, but not limited to, the specific factual and legal bases upon which the claimant will rely in opposing the objection; and (v) a telephone number, email address and other contact information.

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Any written response 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 33131-3453.

Neil F. Luria, as Plan Trustee ("Plan Trustee") for the Taylor, Bean & Whitaker Plan Trust¹ (the "Plan Trust") and on behalf of the Debtor, Taylor, Bean & Whitaker Mortgage Corp. ("Debtor" or "TBW"), by and through undersigned counsel, and pursuant to Federal Rule of Bankruptcy Procedure 3007 and Local Rules 3007-1 and 2002-4, hereby files this objection (the "Objection") to Claim No. 1227 (the "Claim") filed by John and Julie Crain (the "Claimants") as follows:

Claimant	Claim #	Amount	Basis for Disposition	Recommended Disposition
John and Julie Crain PO Box 13 Melbourne, FL 32902	1227	\$146,000.00	<p>The Claimants assert a claim based on alleged mortgage fraud. The Claimants fail to attach a single supporting document to their Claim and the Plan Trustee has been unable to locate any record of a prepetition lawsuit filed by the Claimants in the TBW records that would substantiate the Claim.</p> <p>Accordingly, the Plan Trustee submits that the Claim should be disallowed because the Claimants fail to provide any supporting documents or explanation for the basis for their claim, nor any calculations or documentary support for the amount of the Claim.</p> <p>Upon information and belief, the Claimants' loan closed on August 27, 2008 and was funded by TBW on September 2, 2008. Sometime after, the Claimants became delinquent on their loan payments and servicing of their loan has since been transferred to Bank of America. Accordingly, the Plan Trustee hereby objects to the Claim on the basis that the Claimants should not be entitled to recover what appears to be the entire principal balance of their loan after the Claimants failed to make their loan payments.</p>	Disallow Claim No. 1227.

¹ As of the effective date of the *Third Amended and Restated Joint Plan of Liquidation of the Debtors and the Official Committee of Unsecured Creditors* [ECF# 3240] (the "Plan"), August 10, 2011, the Debtors and the Official Committee of Unsecured Creditors have been replaced, for the most part and according to the terms of the Plan, by the Taylor, Bean & Whitaker Plan Trust (the "Plan Trust").

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			<p>Furthermore, the Plan Trustee would also remind the Court that the Claimant previously commenced a lawsuit on June 21, 2011 against the Debtor by filing, <i>pro se</i>, a purported class action complaint with various other creditors (3:11-ap-326-JAF) (the "Adversary"). In the Adversary, the various plaintiffs submitted unilateral notices of proposed settlement agreements in which they proposed settling their claims for \$1 million. The Court subsequently dismissed the Adversary and ordered that the Claimants, along with the other plaintiffs in the Adversary, were foreclosed from bringing any more actions for damages against the Debtors. The Claimants recently filed another pleading with many of the same <i>pro se</i> plaintiffs, a Motion Requesting Resolution [ECF# 5641], which the Court also struck on the basis that the movants, including the Claimants, were foreclosed from bringing any more actions for damages against the Debtors.</p> <p>Although the filing of a proof of claim is not a violation of the provisions of the Plan or the Court Order, the Claimants appear to be asserting identical claims in the Claim that were asserted in the Adversary, as opposed to legitimate claims for monies owed by the Debtor(s). Accordingly, the Plan Trustee would recommend disallowing the Claim on the basis that it is baseless.</p>	
--	--	--	---	--

The Plan Trustee reserves the right to amend this objection, 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 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) dispose of the claims set forth herein, as recommended by the Plan Trustee, on the grounds set forth in this Objection, 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: August 10, 2012.

Respectfully submitted,

BERGER SINGERMANN 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
James D. Gassenheimer
Florida Bar No. 959987
jgassenheimer@bergersingerman.com
Alisa Paige Mason
Florida Bar No. 084461
pmason@bergersingerman.com

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA



PRO MEMO

08/03/2012 10:01 AM

COURTROOM 300 North Hogan Street

HONORABLE JERRY FUNK

CASE NUMBER:

FILING DATE:

3:09-bk-07047-JAF

11

08/24/2009

Chapter 11

DEBTOR: Taylor, Bean & Whitaker Mortgage Corp.

DEBTOR ATTY: Alisa Mason

TRUSTEE: Plan Trustee for Taylor, Bean and Whitaker

HEARING:

Motion to Approve Compromise or Settlement Regarding Deloitte Claim Funding and Allocation Filed by Paul Steven Singerman on behalf of Trustee Neil F. Luria, Plan Trustee (Singerman, Paul) Doc #5659

Objection to Trustee's Motion for Approval of Settlement Filed by Linda Bacon, John Crain, Michael & Dianna L. Elliott, Jeff and Darlene Gorrell, Jay D. Oyler, Djuana Reed, Sandy Smith, Larry Wesley and Tam Stout (related document(s)[5659]). (Perkins, Cathy) Doc #5810

APPEARANCES::

WITNESSES:

EVIDENCE:

RULING: Continued to August 23 @ 1:30 Blain to ntc.

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Proposed Orders, if applicable, should be submitted within three days after the date of the hearing - Local Rule 9072-1(c).

This docket entry/document is not an official order of the Court

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

Sandy S. Smith, Pro Se)
Michael R. Elliot and Dianna L. Elliot, Pro Se)
Larry W. Stout and Tammy Stout, Pro Se)
Linda Bacon, Pro Se)
Jeff and Darlene Gorrell, Pro Se)
Djuana Reed, Pro Se)
John Crain, Pro Se)
Jay D. Oyler, Pro Se)

F I L E D
JACKSONVILLE, FLORIDA

JUL 31 2012

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

Creditors/Defendants

In re:

Chapter 11

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP
REO SPECIALTIES, LLC
HOME AMERICAN MORTGAGES, INC.**

CASE NO. 3:09-BK-7047-JAF

**CASE NO. 3:09-BK-10022-JAF
CASE NO. 3:09-BK-10023-JAF**

JOINTLY ADMINISTERED UNDER

CASE NO. 3:09-BK-07047-JAF

**Debtors and
Debtors in Possession**

**OBJECTION TO JUDGES ORDER STRIKING RESOLUTION OF FRAUD
DOCKET#5641JUDGES ORDER(DOCKET 5704)**

Comes now, Sandy S. Smith, Pro Se, Michael R. Elliott and Dianna L. Elliott, Pro Se, Larry W. Stout and Tammy Stout, Pro Se, Linda Bacon Pro Se, Jeff and Darlene Gorrell, Pro Se, Djuana Reed, Pro Se, John Crain, Pro Se, and Jay D. Oyler, Pro Se, with an Objection to Judges order 5704.

This action comes before the court due to Creditors having a vested interest in this transaction agreement.

300

This objection comes before court requesting a De Nova review . We are in disagreement with the judges order due to the clear and unmistakably error by Jerry A. Funk. There has been misunderstanding on documents and motions filed in this court. Therefore the facts are proven as to the fraud that was perpetrated by the very owners and managers in positions to control the entire corporation. Therefore by requesting a De Nova review the following questions could be clarified:

1. How is it that Taylor Bean & Whitaker are allowed to continue in a chapter 11 bankruptcy as opposed to a chapter 7?
2. Why have relationships, arms length transactions as per Federal rules, not been reviewed or revealed to this court and creditors (victims).
3. Why has creditors (victims) right to DUE PROCESS OF LAW been denied?
4. Why has no outside review of financial and original documents been performed?
5. Why has documents submitted in this court not been reviewed for factual fraud content as per Federal rules when factual documents been presented?

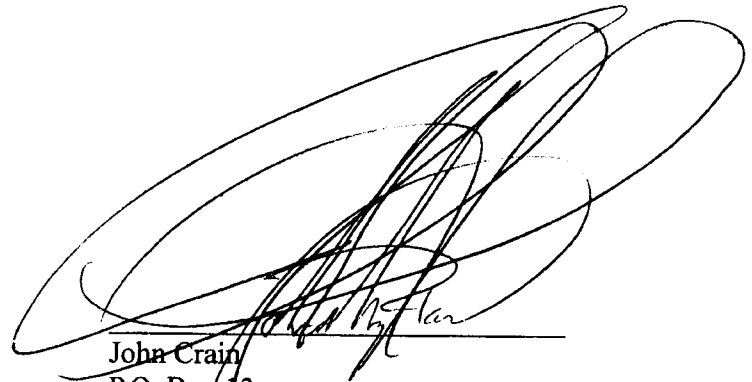
We are requesting a De Nova review as to the serving of Judge Funk's order #5704, entered July 17, 2012, however notice were not mailed until July 23, 2012 as per document #5759. Therefore as per Federal Rule 8013 we are requesting a De Nova requesting a review of the facts in the Taylor, Bean and Whitaker bankruptcy court.

Rule 52a findings of fact, clear error, and documentary evidence, concludes that they are so malleable as to give appellate judges wide discretion in deciding whether clear error, de nova review or other standard of review is to be applied. The review can serve as a prism through which to view a judges ideological predisposition, especially when these choices are made in an undisciplined, unprincipaled manner. Creditors hold the right to amend this objection on additional grounds not set forth herein and to object to any further claims not presently set forth herein .

Prayer for this court to allow the De Nova of facts in Taylor, Bean & Whitaker's bankruptcy court
persided over the Honorable Jerry A. Funk due to clear and unmistakable error.

CERTIFICATE OF SERVICE

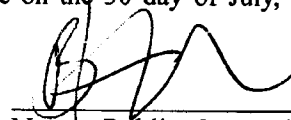
I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via mail to:
The United States Bankruptcy Court, Lee Ann Bennett Clerk of Court , United States Courthouse, 300 North Hogan Street Suite 3-350, Jacksonville Florida, 32202: To: Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL. 32801 and served to via mail to: Edward J. Peterson, III (FBN 014612) **STRICHTER, RIEDEL, BLAIN & PROSSER, P.A., (Attorneys for the Debtor)** 110 East Madison Street, Suite 200 Tampa, FL 33602, and to Jeffrey W. Kelley (GABN 412296) **TROUTMAN AND SANDERS LLP, (Special Counsel to Defendants)** 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308


John Crain
P.O. Box 13
Melbourne, FL 32902
904-718-1418

AFFIDAVIT

STATE OF FLORIDA §
 §
COUNTY OF BREVARD §

This instrument was acknowledged before me on the 30 day of July, 2012, by John Crain in the capacity stated therein.



Notary Public, State of Florida



303

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

F I L E D
JACKSONVILLE, FLORIDA

JUL 31 2012

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

John Crain, Pro Se

Creditors/Defendants

In re:

Chapter 11

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP
REO SPECIALTIES, LLC
HOME AMERICAN MORTGAGES, INC.**

**CASE NO. 3:09-BK-7047-JAF
CASE NO. 3:09-BK-10022-JAF
CASE NO. 3:09-BK-10023-JAF**

JOINTLY ADMINISTERED UNDER

CASE NO. 3:09-BK-07047-JAF

**Debtors and
Debtors in Possession**

OBJECTION TO JUDGES ORDER STRIKING RESOLUTION OF FRAUD
DOCKET#5641JUDGES ORDER(DOCKET 5704)

Comes now, I John Crain, Pro Se, Objection to Judges order 5704.

This action comes before the court due to Creditors having a vested interest in this transaction agreement. This objection comes before court requesting a **De Nova review** . I disagreement with with the judges order ,due to the clear and unmistakably error by Jerry A. Funk. There has been misunderstanding on documents and motions filed in this court. Therefore the facts are proven as to the fraud that was perpetrated by the very owners and managers in positions to control the entire corporation. Therefore by **requesting a De Nova review** the following questions could be clarified:

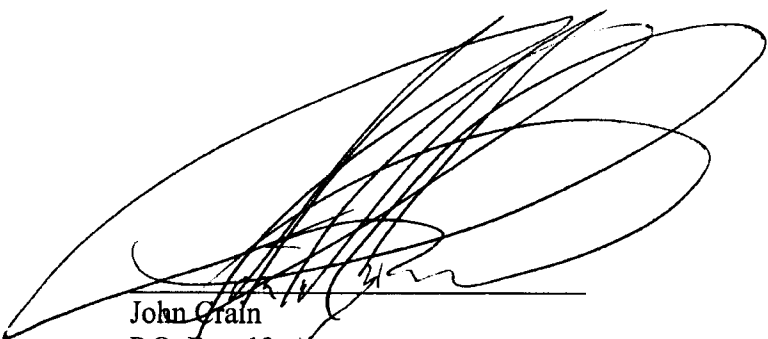
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Prayer for this court to allow the De Nova of facts in Taylor, Bean & Whitaker's bankruptcy court persided over the Honorable Jerry A. Funk due to clear and unmistakable error.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via mail to:
The United States Bankruptcy Court, Lee Ann Bennett Clerk of Court , United States Courthouse, 300 North Hogan Street Suite 3-350, Jacksonville Florida, 32202: To: Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL. 32801 and served to via mail to: Edward J. Peterson, III (FBN 014612) **STRICHTER, RIEDEL, BLAIN & PROSSER, P.A., (Attorneys for the Debtor)** 110 East Madison Street, Suite 200 Tampa, FL 33602, and to Jeffrey W. Kelley (GABN 412296) **TROUTMAN AND SANDERS LLP, (Special Counsel to Defendants)** 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308


John Crain
P.O. Box 13
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904-718-1418

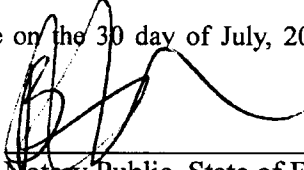
AFFIDAVIT

STATE OF FLORIDA

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§

COUNTY OF BREVARD

This instrument was acknowledged before me on the 30 day of July, 2012, by John Crain in the capacity stated therein.


Notary Public, State of Florida



306

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

Sandy S. Smith, Pro Se)
Michael R. Elliot and Dianna L. Elliot, Pro Se)
Larry W. Stout and Tammy Stout, Pro Se)
Linda Bacon, Pro Se)
Jeff and Darlene Gorrell, Pro Se)
Djuana Reed, Pro Se)
John Crain)
Jay Oyler)

FILED
JACKSONVILLE, FLORIDA
JUL 26 2012
CLERK, U. S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

Creditors/Defendants

In re:

**TAYLOR, BEAN & WHITAKER
MORTGAGE CORP
REO SPECIALTIES, LLC
HOME AMERICAN MORTGAGES, INC.**

JOINTLY ADMINISTERED UNDER

Chapter 11

CASE NO. 3:09-BK-7047-JAF

CASE NO. 3:09-BK-10022-JAF

CASE NO. 3:09-BK-10023-JAF

CASE NO. 3:09-BK-07047-JAF

**Debtors and
Debtors in Possession**

OBJECTION TO PLAN TRUSTEE MOTION FOR APPROVAL OF SETTLEMENT
(DOCKET 5659)

Comes now, Sandy S. Smith, Pro Se, Michael R. Elliott and Dianna L. Elliott, Pro Se, Larry W. Stout and Tammy Stout, Pro Se, Linda Bacon Pro Se, Jeff and Darlene Gorrell, Pro Se, Djuana Reed, Pro Se, John Crain, Pro Se, and Jay D. Oyler, Pro Se, with an Objection to the Plan Trustee Motion for Approval of Settlement., Court Doc 5659.

This action comes before the court due to Creditors having a vested interest in this transaction agreement.

We the creditors (victims) as per Rule 20, Permissive Joinder of Parties state that we are allowed to file as Pro Se Individuals as a group. This is NOT an adversary complaint filing against TBW. This is to present factual information to this court, much of this factual information has already been filed in this court for review. The Honorable Judge Funk of this bankruptcy Court has denied creditors (victims) listed below:

Sandy Smith Pro Se, Michael R & Diana L. Elliott Pro Se, Larry W. & Tammy Stout Pro Se, Linda Bacon Pro Se, Jeff & Darlene Gorrell Pro Se, Djuana Reed Pro Se, John Crain ProSe, Jay Oyler Pro Se. our rights to receive or review any and all original wet documents along with complete legal transfer information recorded with the Securities and Exchange Commission. This denial has not allow listed creditors to be revied for modification, mediation as provided by the 25 billion dollar settlement agreement signed by 49 states. This has denied our due process of law as we were never allowed a hearing, nor was factual information submitted in this court reviewed.

There has been a continued pattern of fraudulent conduct by multiple alleged entities in this settlement transaction. There is proof the current **CFO (Chief Restructuring Officer) of Taylor Bean and Whitaker is and has been linked to filing for more than one Bankruptcy related to said case filed in one (1) or more times in the State of Flordia for "renamed such companies)ie:** such as American Home Mortgage, Platinum Bank; First American Title, et al. 18 U. S.C. 152(3) States "The policy behind false oath/false declaration portion of Sect. 152 is that the Debtor has a duty to produce honest, complete financial records.

This objection is to "put the court on notice for further review of the act which will provide all entities to continue their work of passing through certificate with out lawful procedural occurrence. Our loan sold through this court which did not contain original and wet documents of any kind should not have ever occurred. This "alleged" scheme has been to utilized to cover up any wrong doing or

falsifying of documents in this Chapter 11 Bankruptcy Court, presided over the Honorable Jerry Funk and U.S. Trustee Elena Escamilla.

Ocala was a paper company only with no employees , Ocala Funding was referred to as the bankruptcy remote for TBW. Ocala had two new investors Deutsche Bank and BNP Paribas. At the time of TBW's filing of bankruptcy the two investors believed they had undivided ownership interest in thousands of the same mortgage loans. Ocala Funding had mostly fraudulent paper loans with no value.

Deloitte's gross negligence caused significant harm. Deloitte's gross negligence harmed the public, as thousands lost their jobs, homes were lost, investors lost their money and the mortgage financial crisis was enflamed. Therefore the pending law suites of alleged fraud by Deutsche Bank, Bank of America, Securities and Exchange Commission, Colonial Bank, Bank of America NA, Deloitte & Touche, FDIC and Neil Luria, plan trustee, and others leaves uncertainties of ownership, production of documents, prosecution and entitlement. The repercussion of all the alleged fraud the actual criminal prosecution of the very people in positions to be the watchmen and gate keepers of the law. Now make any and all transactions and documents questionable. There has already been eight Federal indictments involved in this bankruptcy case. These Federal indictments have been presented to this court in Adversary claim # 12-AP-00109 .It is at this point could the court clarify to creditors (victims) how TBW is allowed to continue in Chapter 11 as opposed to Chapter 7 ? How can this court allow this settlement to pass thru this court without identifying **HOW MUCH OF THE TAXPAYER MONEY HAS BEEN TRANSFERD TO FORIEGN ENITIES ?**

How can this court not allow an independent review of all documents involved in all transactions involved in this settlements?

18 USC 1348 " A Creditor has the right to examine each and every transfer of their loan number to see cusip number that pertains to said loan and to verify with the SEC each and every transfer.

The very fact that none of the outside pending law suites have been resolved or any facts or documents revealed to the public; Neil Luria vs Deloitte & Touche. Bank of America NA vs Colonial,


Securities & Exchange vs Desiree E Brown, Deutsche Bank AG vs Bank of America NA,
Securities & Exchange vs Lee B. Farkas, FDIC vs Bank of America, FDIC vs Colonial Bank, FDIC vs
Taylor Bean & Whitaker, FDIC vs Lending Process Services & Core Logic (LPS chairperson of
creditors committee) (Core Logic, Neil Luria company).

The victims, have approached this court many times with evidence of the fraud of TBW et al and not
on any occasion was to victims heard or considered in any of this bankruptcy proceeding, due to the
expense of the trust.

Therefore with all this information to be presented, we are asking the judge to delay this settlement
agreement until further investigation and factual documents are examined by independent source and
by the Creditors (victims), and the ruling in these multiple law suites is final.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via e-mail to: Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL. 32801 and served to via e-mail to: Edward J. Peterson, III (FBN 014612) **STRICHTER, RIEDEL, BLAIN & PROSSER, P.A., (Attorneys for the Debtor)** 110 East Madison Street, Suite 200 Tampa, FL 33602, and to Jeffrey W. Kelley (GABN 412296) **TROUTMAN AND SANDERS LLP, (Special Counsel to Defendants)** 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308


Sandy S. Smith
1427 Wild Horse Lane
Stephenville, TX 76401
254-977-4731

AFFIDAVIT

STATE OF TEXAS §

COUNTY OF ERATH §

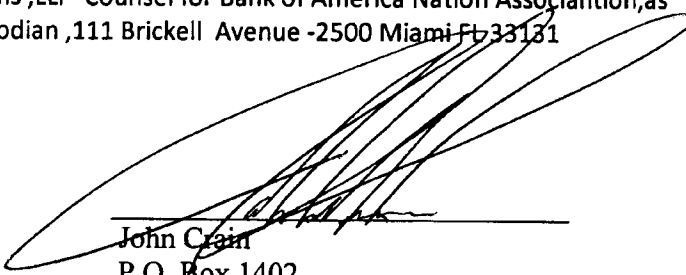
This instrument was acknowledged before me on the 24 day of July 2012 by
Sandy S. Smith in the capacity stated therein.




Notary Public, State of Texas

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by U.S. Mail upon (1) Lee Ann Bennett, Clerk of Court 300 North Hogan Street Suite 3-350 Jacksonville, FL 32202 (2) the United States Trustee Elena L. Escamilla, Trial Attorney, Office of the United States Trustee, U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd, Suite 620 Orlando FL 32801(3) Edward J. Peterson, III (FBN 014612) STRICHTER, RIEDEL, BLAIN & PROSSER, P.A. (*Attorneys for the Debtor*) . (4) Berger Singerman, counsel to the Committee, 350 East Las Olas Blvd, 10th Floor, Fort Lauderdale, FL 33301 (5) **ATTN President John Angro co-founder and Chief Executive Officer or General Counsel, Angelo Gordon**, AG Mortgage Value Partners Master Fund, 245 Park Avenue, 26th floor New York, New York 10167 (6) **ATTN Chief Executive Officer Brian T. Moynihan, President of Bank of America or General Counsel, of Bank of America**, 100 North Tryon Street suite 220 & 184 Charlotte, NC 28255 (7) **Jack Schaskett, Director of Resolution Department Mitigation Strategies Executive for Bank of America**, 100 North Tryon Street suite 220 & 184 Charlotte, NC 28255 (8) **The Honorable 82nd Attorney General of the United States General, Eric Himpton Holder, Jr.**, U.S. Department of Justice, 950 Pennsylvania Avenue, NW Washington, DC 20530-0001 (9) Washington, DC Office of Congressman Elijah E. Cummings, **Ranking Member of House Oversight Committee on Oversight and Government Reform Maryland's 7th District 2235 Rayburn HOB Washington, DC 20515** (10) **Mr. Timothy N. Tobin Senior Vice President, Mr. Peter Dontas Market Executive Bank of America, National Association** (FDIC Cert:3510 or/and 15802) Bank of America, National Association operates as a subsidiary of BANA Holding Corporation. **Corporate Headquarters 101 North Tryon Street Charlotte, North Carolina 28246-0100** (10) **Richard Cordray, Director of the head of the United States Consumer Financial Protection Bureau (CFPB), U.S. Department of the Treasury of the Treasury**, 1500 Pennsylvania Ave., NW Room 3330 Washington, D.C. 20220 & (CFPB), 1801 L Street NW, Washington, DC 20036, (11) Hunton & Williams, LLP Counsel for Bank of America Nation Association, as Collateral Agent, Indenture Trustee, and Custodian, 111 Brickell Avenue -2500 Miami FL 33131


 John Crain
 P.O. Box 1402
 Melbourne, FL 32902
 Phone #904-718-1418

AFFIDAVIT

STATE OF FLORIDA

§

COUNTY OF ~~BREVARD~~ ^{Duval}§
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This instrument was acknowledged before me on the 26 day of July 2012, by John Crain in the capacity stated therein.



EDWARD RODRIGUEZ
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# DD0927951
 Expires 9/24/2013

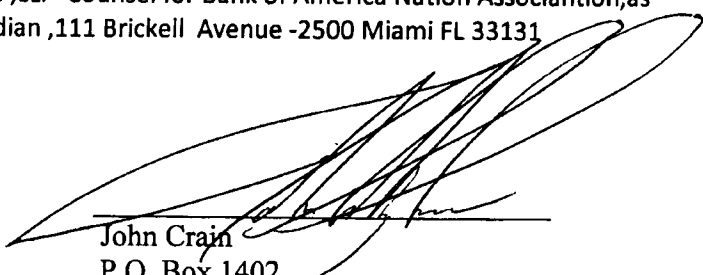

 Notary Public, State of Florida

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CERTIFICATE OF SERVICE

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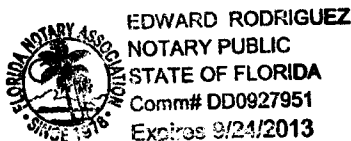
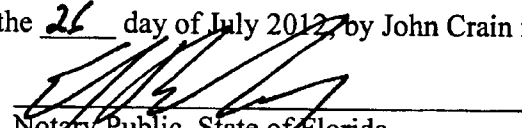
John Crain
P.O. Box 1402
Melbourne, FL 32902
Phone #904-718-1418

AFFIDAVIT

STATE OF FLORIDA §

COUNTY OF Duval §
~~BREVARD~~ §

This instrument was acknowledged before me on the 26 day of July 2012, by John Crain in the capacity stated therein.

Notary Public, State of Florida

(5 of 5)

313

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via mail to: Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL 32801 and served to via mail to: Edward J. Peterson, III (FBN 014612) **STRICHTER, RIEDEL, BLAIN & PROSSER, P.A., (Attorneys for the Debtor)** 110 East Madison Street, Suite 200 Tampa, FL 33602, and to Jeffrey W. Kelley (GABN 412296) **TROUTMAN AND SANDERS LLP, (Special Counsel to Defendants)** 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308

Richard Corday Director of the Head, United States Consumer Financial Protection Bureau, US Dept of the Treasury of the Treasury, 1500 Pennsylvania Ave NW Room 3330, Washington, DC 20220, **CFPB**, 1801 L Street NW, Washington DC 20036, **US Attorney General Eric Holder**. US Dept of Justice, 950 Pennsylvania Ave NW, Washington, DC 20530-0001, **ACLU Executive Dir Johnny Barnes**, 4301 Connecticut Ave NW, suite 434, Washington DC 20008-2368, Washington, DC 20530-0001, and **Maame Ewusi-Mensah Frimpong**, US Dept of Justice, 950 Pennsylvania Ave NW, Washington, DC 20530-0001

Jeff Gorrell

Jeff Gorrell
231 Ramblin Rd.
Newport, TN 37821
423-237-6421

Darlene Gorrell

Darlene Gorrell
231 Ramblin Rd.
Newport, TN 37821
423-237-6421

AFFIDAVIT

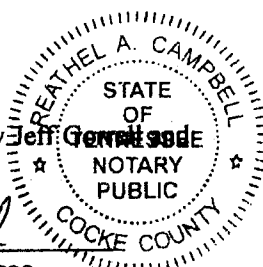
STATE OF TENNESSEE §

COUNTY OF COCKE §

This instrument was acknowledged before me on the 30th day of July, 2012 by Jeff Gorrell and Darlene Gorrell in the capacity stated therein.

Reathel A. Campbell
Notary Public, State of Tennessee

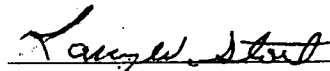
My Commission expires: 9-22-2015



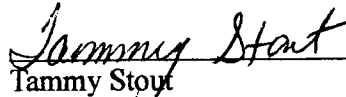
314

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Larry W. Stout
145 Stout Farm Road
Taylorsville, NC 28681



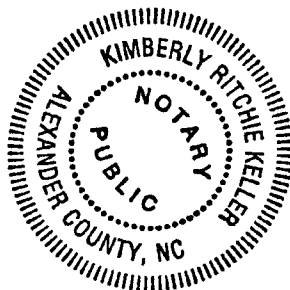
Tammy Stout
145 Stout Farm Road
Taylorsville, NC 28681


AFFIDAVIT

STATE OF NORTH CAROLINA §

COUNTY OF ALEXANDER §

This instrument was acknowledged before me on the 30 day of , July 2012 by Larry W. Stout and Tammy Stout in the capacity stated therein.




Notary Public, State of North Carolina

315

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

IN RE:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORPORATION, et al.,

Debtors.

CASE NO.: 3:09-bk-7047-JAF
Jointly Administered Under Chapter 11

ORDER STRIKING MOTION REQUESTING RESOLUTION

This case is before the Court on the Motion Requesting Resolution (Doc. 5641, the "Motion"), filed by Creditors Sandy Smith, Michael and Dianna Elliot, Larry and Tammy Stout, Linda Bacon, Jeff and Darlene Gorrell, Djuana Reed, John Crain, Jay Oyler, and Joni and Charles Tanner (collectively, the "Creditors"). For the reasons provided herein, the Motion is stricken.

By way of background, in relation to the Debtors' case, the Creditors initiated a previous adversary proceeding by filing, *pro se*, a purported class action complaint (3:11-ap-326-JAF [Doc. 1]). In dismissing this adversary proceeding with prejudice, the Court reminded the Creditors that they were enjoined from bringing, or continuing, any action by the express provisions of the Confirmed Plan of Liquidation (3:11-ap-326-JAF [Doc. 86 at 2]; *see also*, 3:09-bk-7047-JAF [Doc. 3420 at 30-32, Confirmed Plan of Liquidation]). Consequently, the Order dismissing the proceeding provided that the Creditors were foreclosed from bringing any more actions for damages against the Debtors (3:11-ap-326-JAF [Doc. 86 at 2; *see also* Doc. 97]).¹

The Court additionally noted that the Confirmed Plan of Liquidation, by which the Creditors are bound, provides that any person (or entity) injured by any willful violation of the injunction,

¹ The Court would note that the Motion (Doc. 5641) is simply a thinly veiled complaint. It appears the Motion was styled as such in an effort to circumvent the Court's prior Order(s), *supra*.

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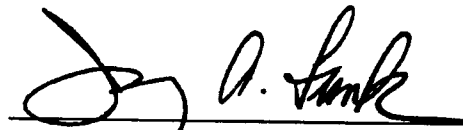
supra, may recover damages, including costs and attorneys' fees, and, in appropriate circumstances, may even recover punitive damages from the willful violator(s) (3:09-bk-7047-JAF [Doc. 3420 at 31, ¶ 56]; 3:11-ap-326-JAF [Doc. 86 at 2; Doc. 97]).²

The Creditors filed the instant Motion/Complaint in derogation of the Court's prior orders, *supra*. As such, the Motion is due to be stricken. The Court will again remind the Creditors that they could be subject to sanctions for any willful violation of the express provisions of the Confirmed Plan of Liquidation (3:09-bk-7047-JAF [Doc. 3420 at 30-32]).

Based on the foregoing, it is **ORDERED**:

The Clerk is directed to strike the Motion (Doc. 5641).

DATED this 17th day of July, 2012 in Jacksonville, Florida.


Jerry A. Funk
United States Bankruptcy Judge

² It should be noted, however, that the provisions of the Confirmed Plan of Liquidation do not prevent the Creditors from, *inter alia*: (i) asserting legally cognizable foreclosure defenses in any state court foreclosure actions, if any; (ii) asserting claims, in an appropriate forum that has jurisdiction, against former Taylor, Bean & Whitaker officers or employees who were convicted of wrongdoing; or (iii) seeking to have any disputed claim declared an allowed claim and paid in accordance with the distribution provisions of the Confirmed Plan of Liquidation (3:09-bk-7047-JAF [Doc. 3420 at 30-32]).