UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:	Chapter 11
TAYLOR, BEAN & WHITAKER MORTGAGE CORP., *et al.,*	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)

_____/

NOTICE OF FILING PROOFS OF CLAIM
FILED BY KATINA L. DURAN

Neil F. Luria, as Plan Trustee to the Taylor, Bean & Whitaker Plan Trust, by and through undersigned counsel, hereby gives notice of filing of the attached Proof of Claim Nos. 395, 1412, 1425, 1426 and 3496 filed by Katina L. Duran.

Dated: September 23, 2014

BERGER SINGERMAN LLP
Counsel to Neil F. Luria, Plan Trustee for the Taylor, Bean & Whitaker Plan Trust
1450 Brickell Avenue, Ste. 1900
Miami, Florida 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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via U.S. Regular Mail, postage prepaid, upon Katina L. Duran, 7346 Hill Avenue, Holland, OH 43528 on this 24th day of September, 2013.

/s/ James D. Gassenheimer
James D. Gassenheimer

PROOF OF CLAIM NO. 395
FILED BY KATINA L. DURAN

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

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

PROOF OF CLAIM

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

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

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

Name of Creditor (the person or other entity to whom the debtor owes money or property): KATINA LYNN DURAN

Name and address where notices should be sent:
KATINA L. DURAN
7346 HILL AVE.
HOLLAND. OHIO 43528

Telephone number: (419) 491-8728

CLAIM FILED
JACKSONVILLE, FLORIDA
DEC 14 2009
CLERK, U. S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

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

Court Claim Number:_____ (*If known*)

Filed on:_____

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

Telephone number:

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

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

1. Amount of Claim as of Date Case Filed: $ 206,000

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

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

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

2. Basis for Claim: MORTGAGE FRUAD, HUD-1 Settlement FRAUD, INDUCEMENT. APPRAISAL FRUAD, GOOD FAITH ESTIMATE – FRAUD.
(See instruction #2 on reverse side.)

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

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

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

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

Value of Property:$_____ **Annual Interest Rate**___**%**

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

Amount of Secured Claim: $_____ **Amount Unsecured: $**_____

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

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

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

If the documents are not available, please explain:

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

Specify the priority of the claim.

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

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

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

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

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

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

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

Date: 12/9/09

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

Katina L. Duran

FOR COURT USE ONLY

T, B & W Mortgage Corp.
00395

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

PROOF OF CLAIM NO. 1412 (REDACTED)
FILED BY KATINA L. DURAN

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

PROOF OF CLAIM

In re:
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

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

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

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

CLAIM FILED
JACKSONVILLE, FLORIDA
APR 12 2010
CLERK, U.S. BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

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

21836931022278
DURAN, KATINA LYNN
7346 HILL AVE
HOLLAND, OH 43528

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Creditor Telephone Number (419) 514-4603 ☐ Check box if address is where Notice is to be sent.

THIS SPACE IS FOR COURT USE ONLY

Name and address where **payment** should be sent (if different from above):
Katina L. Duran
7346 Hill Ave.
Holland, Ohio 43528

Payment Telephone Number (419) 514-4603

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

☐ Check this box to indicate that this claim amends a previously filed claim.
Claim Number (if known):
Filed on:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ 206,000

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

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

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

2. BASIS FOR CLAIM: Mortgage Fraud - illegal intent
(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
3a. Debtor may have scheduled account as:

4. SECURED CLAIM (See instruction #4 on reverse side.)

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

Secured Claim Amount: $ 113,900

DO NOT include the priority portion of your claim here.

Unsecured Claim Amount: $

Nature of property or right of setoff:
Describe:

☒ Real Estate ☐ Motor Vehicle ☐ Other

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

Value of Property: $ 113,900

Annual Interest Rate: 6.25 %

Basis for Perfection:

5. PRIORITY CLAIM

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

Unsecured Priority Claim Amount: $ 62,100

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

You MUST specify the priority of the claim:

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

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

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

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

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

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

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

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

7. SUPPORTING DOCUMENTS: *Attach redacted copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.)

If the documents are not available, please explain.

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

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

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

THIS SPACE FOR COURT USE ONLY

T, B & W Mortgage Corp.
01412

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

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

DATE 4/9/2010

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

Penalty for presenting fraudulent claim is a fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:
Use this proof of claim form only if you are asserting a claim against the Debtor, Taylor, Bean & Whitaker Mortgage Corp. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

DEBTOR	CASE NO	PETITION DATE
Taylor, Bean & Whitaker Mortgage Corp.	3:09-bk-07047-JAF	8/24/2009

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount (in lawful US currency) owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:
Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.)
State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Supporting Documents:
Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary if documentation is voluminous or an explanation if documentation is not available. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d).
Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:
The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

Date-Stamped Copy:
Return claim form and attachments. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.

Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

DEFINITIONS

DEBTOR
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim Examples of liens on property include a mortgage on real estate or a security interest in a car.
A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

INFORMATION

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/tbwmortgage

Lucas County Common Pleas Court
Toledo, Ohio 43604

FILED
LUCAS COUNTY
2010 APR -9 P 3:21
COMMON PLEAS COURT
FERNIE CUILTER
CLERK OF COURTS

SUMMONS
CIVIL ACTION

FILING TYPE: ANSWER TO COMPLAINT, and COMPLAINT

HONORABLE JUDGE: CHARLES J. DONEGHY

PLANTIFF:

Case Number: G-48-CI-0201002838-000
Complaint Filed: 4/10/2010

Katina L. Duran
7346 Hill Ave
Holland, Ohio 43528
419-514-4603

VS,

Bank Of America:
Taylor Bean and Whitaker:
And all other claimants against real property known as 7346 Hill Ave. Holland, Ohio 43528

Attorney for Defendent:Erin Laurito
35 Commercial Way
Springboro, Ohio 45066

Defendants.

Copy Sent to
BMC Group Inc.
ATTN: TBW Claim processing
18750 Lake Drive ~~East~~
Chanhassen, MN
55317

Katina L. Duran

Plaintiff,

V.

BAC Home Loans Servicing LP
400 Countrywide Way
Simi Valley, CA 93065

Defendant:

complaint

1. This case arise out of illegal loan servicing that has caused Plaintiff, Katina L.Duran, to face foreclosure. Ms. Duran

refinaned her home with Defendent, Taylor

Bean and Whitaker (TBW) in December, 2007. In December of 2008 Ms. Duran lost her job and requested help from TBW.

due to her hardship and requested to put her into a new program for people who are struggling to make their payments. (The

Making Home Affordable program).

2. In December of 2008 she was put on a foreberance through TB&W and was told not to make payments until her

modifiaction was done. She got the run around ever since.

They never returned phone calls, She was put on hold for 3-4 hours out of the day through several times she called. When

She reached Linda on 3/2009 they had no idea

where her hardship package was, including various problems in her loan and escrow account.

she insisted to speak to a superviser her name was Roxanne Simpson and over 4 times I had to send my financials again. I

notified FHA complained. Finally after numerous compliants in August 2009 the FBI shut them down and took our loans

investigating fraud. The fraud includes higher loans financed based on actual appraisal's, including property taxes that were

not being properly funded and calculated. The Fha cash out guidelines were over limited and misrepresented in fraud.

In evidence to her 1003 loan documents represent a clear mark up in fees, a Par Premium charged and no written notice or

disclosure in that regard charging her a higher interest rate. The substainally large fees that only FHA disapproves of. In return

changing the settlements later,after closing took effect. There is a clear cause of appraisal being to low to a market value

valuation in 2007 that could not jusify a loan her size she was mortgaged for.

Servicing and Collections:

3. She sent in $7400.00 in April, May and July of 2009 and never recieved credit toward her loan as she feared. They

claimed a workout is in the process and again they said it takes 3 -4 months. They were not foreclosing as they said.

Roxanna Simpson would not return my calls. She was working on modifications and they were overwhelmed Ron said at TBW.

She faxed in her reciepts of money orders and was told her money was in escrow.

They didn't apply it to her loan as she is behind, and her workout is being reviewed to be patient. She explained her

statement is not reflecting her payment she made in April of 09. Faxed in to Lori at TBW, she spoke to a Pam again on

4/10/09. Her second parcel to her property taxes was not being paid out of her escrow account that she was getting billed

for, to pay her taxes by Defendant Taylor Bean and Whitaker Mortgage Corporation.

STATEMENT OF FACTS

4. In August of 2009, she faxed her package into Bank Of America to get her home loan modified.

she followed up on a weekly basis, and in October was told her new loan documents were sent out. She explianed She didn't

recieve them. She requested her to send them again. As she stated I did not accept there offer. But she was able to resovle

the matter and Bank of America let her make her initial payment for the new workout program, a modification.

Her interest rate was lower they explained and to pay $716.93 when she phoned in on October 15, 2009. She indicated my

payment would be around that amount. Also, she could call in next month to make another payment if she had not recieved

the paperwork on her new loan. When she phoned back on November 3rd, 2009 she was told by Melissa, a Bank of America

representative that the representative should have never took a payment and asked why they would do that? She explained

she sent her hardship package and and she was approved and now your taking it away from me. Melissa said they will not

work any program out for her, and told her they could not capitalize on her loan if they did that and it would not make sense

to them. On Acct. # 022535886 Discussion with Melissa on November 3rd. 2009 at 1-866-653-6183 at Bank of America.

5. In November of 2009 a Richard Lara calls her from Balboha Insurance Company and they claim they want to help

save her home and they will need her financials again to go forward. A program is available through save a dream in Lucas county

and he was going to put her into that program, to keep her home.

As a result she was negative $584.43 a month to save her home and was denied for the new program. He forwarded her on to

contact Niel at 1866-788-8495 ext 7525. She spoke to Niell Baja who said she needs to make $4000.00 a month to qualify.

She wished Bank Of America to bring her intrest rate down, modify her loan as she thought they were going to do.

He explained she can re qualify, and to rent her rooms out to bring her income up. That she can reapply for the Making

Home Affordable Program at anytime, he said. She asked why they would not lower the terms or value of her home. He

indicated they will not do that at all. That is not an option. Bank Of America intentially denied her new program and in return

Bank Of America has accepted $25 Billion Dollars In Government Bailout Money financed by taxpayer dollars to help

struggled homeowners avoid foreclosure.

6. In January 2010, BAC forced home and flood insurance on her causing her mortgage principal to go up, which she

has on her home. Increasing more damages and penalties on to her. Bac has filed a foreclosure March 22, 2010.

7. Plaintiff is informed that Defendents, Bank of America related to Note or Deed of Trust were wrongfully obtained and

were invalid, and that any such rights and title or claims thereto were of no legal force. Bank Of America promised to modify

her loan, in exchange took her good faith money, the first payment to intiate her new loan, and did

not keep their promise.

8. Plaintiff made action and made known of her problems to her loan to TBW, way before her statue of limitations were

up, complaining of misprepresentations on her market value, and loan documents. The Plaintiff asks the loan to be forgiven,

that any Intent to foreclose be RESCINDED, or modified as ordered from the US Bankrupcty Court in Florida, for troubled

loans from Taylor Bean and Whitaker, relating to 7346 Hill Ave. Holland, Ohio 43528. Assesors Parcel No. 65-01067, 65-01024.

And Case Number G-4801-CI-0201002838-000 be dismissed from Bank Of America filed in Lucas County,

Toledo, Ohio's Common Pleas Court.

CAUSE OF ACTION

Plaintiff prays that all Actions be acted upon and Plaintiff recieves all additional relief to which it is entitled. Punitive damages,

Defendents, failed to adequetly respond to the Plaintiff's requests to work out the loan in violation of the RESPA, at the

origination of the Loan in various ways. The Plaintiff has suffered severe emotional distress, loss of employment opportunities

due to credit, harm, and embarrassment.

Dated 4/9/2010

Respectfully Submitted,

KATINA L. DURAN~Pro'se

By:_____

Plaintiff: Katina L. Duran
7346 Hill Ave.
Holland, Ohio 43528
Tel: (419)514-4603

PARTIES

9. Plaintiff: The Plaintiff, Katina L. Duran, lives in Holland, Lucas County, Ohio. She is single and has two, 12 and 13

year old children residing

with her. She is a professional insurance agent and has exsualted her every opportunity to get her house modified.

10. Lender/Servicer: The Defendants Taylor Bean and Whitaker Mortgage Corporation is the lender and currently Bank Of

America is servicing the Plaintiff's loan . It is a Florida Corporation with it's headquarters at 315 NE 14th St, Ocala, Fl 34470.

Bank Of America ("BAC") Home Loans Servicing LP 400 Countrywide Way Simi Valley, CA 93065.

11. Pursuant to the Deed Of Trust, The Defendant TBW as lender has implied contractual duty to act in good faith in the

performance of the contract such that neither

party shall do anything which will have the effect of destroying or injuring the right of the other party to recieve the benefit of their contract.

12. Defendants TBW, and BAC breached their contracts in exercising its discretionary rights pursuant to the Deed Of Trust in bad faith By:

(A). Inviting Plaintiff to participate in a new program for people who are struggling with their mortgage payments, collecting a great deal of personal financial

information to initiate a loan modification, and then failing to take any action to place her into the program.

(B). Providing the Plaintiff confusing information regarding the status of her entry into the new loan program.

(C). Instructing Plaintiff not to make any payments pursuant to the Deed of Trust while she was being put into the new program.

Illegal Debt Collection

13. Assesing penalties and fees from her while at the same time instructing her not to make payments.

As the Defandants violated Code SB 185 and FHA refinance Guidelines in 2007.

Wherefore, defendant request actual damages

(A.)Reasonable Attorney Fees,

(B.)Civil Penalties code SB 185

(C.)Such other relief the Court deems equitable and just.

14. Asking for resicion on loan due to informalities and fraud, or a modification as was already inacted upon from Bank Of America in exchange of good faith money. Her initial down payment was made in October of 2009 of $716.93 for her new loan program.

The Plaintiff Demands A Trial By Jury On All Issues So Triable

Respectfully Submitted,

_____

Katina L. Duran, Pro'se
4/9/2010

Plaintiff,

Katina L. Duran
7346 Hill Ave.
Holland, Ohio 43528

V.

BAC (Bank Of America) L.P. Fka Country Wide Home Loans
400 Countrywide Home Loans
Servicing, LP
Simi Valley, Ca 93065

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

Case #3:09-bk-07047-JAF

Taylor, Bean & Whitaker Mortgage Corp.

1417 North Magnolia Ave, Ocala, FL 34475
352-369-6200

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower **Katina L Duran** | Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN

Mortgage Applied for:	Agency Case Number	Lender Case Number
☐ VA ☐ Conventional ☐ Other (explain): X FHA ☐ USDA/Rural Housing Service	[redacted]	[redacted]

Amount	Interest Rate	No. of Months	Amortization Type:	
$176,407.00	6.5000%	360	X Fixed Rate ☐ GPM	☐ Other (explain): ☐ ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state & ZIP): **7346 Hill Ave, Holland, OH 43528** | No. of Units: **1**

Legal Description of Subject Property (attach description if necessary): **See Attached Exhibit A.** | Year Built: **1941**

Purpose of Loan: ☐ Purchase ☐ Construction ☐ Other (explain):
 X Refinance ☐ Construction-Permanent

Property will be: X Primary Residence ☐ Secondary Residence ☐ Investment

Complete this line if construction or construction-permanent loan.

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
	$	$	$	$	$

Complete this line if this is a refinance loan.

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	
2005	$148,900.00	$152,206.83	**Cash Out**	Cost: $	☐ made ☐ to be made

Title will be held in what Name(s): **Katina L Duran** | Manner in which Title will be held | Estate will be held in: X Fee Simple ☐ Leasehold (show expiration date)

Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)

III. BORROWER INFORMATION

Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable): **Katina L Duran**	Co-Borrower's Name (include Jr. or Sr. if applicable)
Social Security Number: [redacted]	Home Phone (incl. area code): [redacted]
DOB (mm/dd/yyyy): [redacted]	Yrs. School: **16.0**
☐ Married ☐ Separated X Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower): no. **2** ages **9,10**
Present Address (street, city, state, ZIP): **7346 Hill Ave, Holland, OH 43528**	X Own ☐ Rent **2.00** No. Yrs.
Mailing Address, if different from Present Address	
If residing at present address for less than two years, complete the following:	
Former Address (street, city, state, ZIP)	☐ Own ☐ Rent ____ No. Yrs.

Borrower	Co-Borrower
Social Security Number	Home Phone (incl. area code)
DOB (mm/dd/yyyy)	Yrs. School
☐ Married ☐ Separated ☐ Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower): no. ages
Present Address (street, city, state, ZIP)	☐ Own ☐ Rent ____ No. Yrs.
Mailing Address, if different from Present Address	
Former Address (street, city, state, ZIP)	☐ Own ☐ Rent ____ No. Yrs.

IV. EMPLOYMENT INFORMATION

Borrower			Co-Borrower		
Name & Address of Employer: **Liberty Mutual, 3425 Executive Pkwy #108, Toledo, OH 43606**	☐ Self Employed	Yrs. on this job: **0.08** Yrs. employed in this line of work/profession: **10.00**	Name & Address of Employer	☐ Self Employed	Yrs. on this job Yrs. employed in this line of work/profession
Position/Title/Type of Business: **Sales/Agent**	Business Phone (incl. area code): **(419) 578-2438**		Position/Title/Type of Business	Business Phone (incl. area code)	

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Borrower		IV. EMPLOYMENT INFORMATION (cont'd)	Co-Borrower	
Name & Address of Employer **Farmer's Insurance** **1011 Sandusky St** **Perrysburg, OH 43551**	[X] Self Employed	Dates (from - to) **06/01/2004** **10/01/2007** Monthly Income **$2,500.00**	Name & Address of Employer [ ] Self Employed	Dates (from - to) Monthly Income $
Position/Title/Type of Business **agent/sales**	Business Phone (incl. area code) **(419) 872-4658**		Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer **Duran Insurance** **7346 Hill** **Dunnville, KY 43528**	[X] Self Employed	Dates (from - to) **03/01/2000** **07/01/2004** Monthly Income **$2,500.00**	Name & Address of Employer [ ] Self Employed	Dates (from - to) Monthly Income $
Position/Title/Type of Business **sales**	Business Phone (incl. area code) **(419) 491-8728**		Position/Title/Type of Business	Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	$ [redacted]	$	$ [redacted]	Rent	$	
Overtime				First Mortgage (P&I)	[redacted]	$ [redacted]
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		[redacted]
Dividends/Interest				Real Estate Taxes		[redacted]
Net Rental Income				Mortgage Insurance		[redacted]
Other (before completing, see the notice in describe other income," below)			[redacted]	Homeowner Assn. Dues		
			0.00	Other:		
Total	$ [redacted]	$	$ [redacted]	Total	$ [redacted]	$ [redacted]

* **Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.**

Describe Other Income *Notice:* **Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.**

B/C		Monthly Amount
B	Alimony/Child Support Income	[redacted]

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed [ ] Jointly [X] Not Jointly

ASSETS Description	Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address, and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities, which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Cash deposit toward purchase held by:	$			
List checking and savings accounts below		**LIABILITIES**	**Monthly Payment & Months Left to Pay**	**Unpaid Balance**
Name and address of Bank, S&L, or Credit Union **NCB**		Name and address of Company **Chase**	$ Payment/Months [redacted]	$ [redacted]
Acct. no. [redacted]	$ 352.00	Acct. no. [redacted]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company **HSBC**	$ Payment/Months [redacted]	$ [redacted]
Acct. no.	$	Acct. no. [redacted]		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	$ Payment/Months	$
Acct. no.	$	Acct. no.		

VI. ASSETS AND LIABILITIES (cont'd)

Name and address of Bank, S&L, or Credit Union		Name and address of Company		$ Payment/Months	$
Acct. no.	$				
Stocks & Bonds (Company name/ number & description)	$	Acct. no.			
		Name and address of Company		$ Payment/Months	$
Life insurance net cash value	$				
Face amount: $		Acct. no.			
Subtotal Liquid Assets	$ [redacted]	Name and address of Company		$ Payment/Months	$
Real estate owned (enter market value from schedule of real estate owned)	$ [redacted]				
Vested interest in retirement fund	$				
Net worth of business(es) owned (attach financial statement)	$	Acct. no.			
		Name and address of Company		$ Payment/Months	$
Automobiles owned (make and year)	$				
		Acct. no.			
		Alimony/Child Support/Separate Maintenance Payments Owed to:		$	
Other Assets (itemize)	$	Job-Related Expense (child care, union dues, etc.)		$	
		Total Monthly Payments		$ [redacted]	
Total Assets a.	$ 183,352.00	Net Worth (a minus b) ▶	$ 30,781.17	**Total Liabilities b.**	$ [redacted]

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income) ▼		Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
7346 Hill Ave , Holland OH 43528	P	SFR	$ 183,000	$ 152,207	$	$ 1,589.00	$ 300	$
Exhibit								
		Totals	$ 183,000	$ 152,207	$	$ 1,589.00	$ 300	$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION

a. Purchase price	$
b. Alterations, improvements, repairs	
c. Land (if acquired separately)	
d. Refinance (incl. debts to be paid off)	152,206.83
e. Estimated prepaid items	2,159.47
f. Estimated closing costs	4,052.07
g. PMI, MIP, Funding Fee	2,607.00
h. Discount (if Borrower will pay)	1,764.07
i. Total costs (add items a through h)	162,789.44

VIII. DECLARATIONS

If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.

	Borrower Yes	Borrower No	Co-Borrower Yes	Co-Borrower No
a. Are there any outstanding judgments against you?		X		X
b. Have you been declared bankrupt within the past 7 years?		X		X
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?		X		X
d. Are you a party to a lawsuit?		X		X
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?		X		X

(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)

VII. DETAILS OF TRANSACTION (cont'd)

j. Subordinate financing	
k. Borrower's closing costs paid by Seller	
l. Other Credits (explain)	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	173,800.00
n. PMI, MIP, Funding Fee financed	2,475.00
o. Loan amount (add m & n)	176,407.00
p. Cash from/to Borrower (subtract j, k, l & o from i)	-13,617.56

VIII. DECLARATIONS (cont'd)

If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.

	Borrower Yes	Borrower No	Co-Borrower Yes	Co-Borrower No
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.		X		X
g. Are you obligated to pay alimony, child support, or separate maintenance?		X		X
h. Is any part of the down payment borrowed?		X		X
i. Are you a co-maker or endorser on a note?		X		X
j. Are you a U.S. citizen?	X			X
k. Are you a permanent resident alien?		X		X
l. **Do you intend to occupy the property as your primary residence?** If "Yes," complete question m below.	X			X
m. Have you had an ownership interest in a property in the last three years?	X			X
(1) What type of property did you own—principal residence (PR), second home (SH), or investment property (IP)?	PR			
(2) How did you hold title to the home—solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	S			

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X Katina L Duran		X	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER		CO-BORROWER	
	I do not wish to furnish this information		I do not wish to furnish this information
Ethnicity:	Hispanic or Latino; X Not Hispanic or Latino	Ethnicity:	Hispanic or Latino; Not Hispanic or Latino
Race:	American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Other Pacific Islander; X White	Race:	American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Other Pacific Islander; White
Sex:	X Female; Male	Sex:	Female; Male

To be Completed by Interviewer

This application was taken by:

- Face-to-face interview
- Mail
- X Telephone
- Internet

Interviewer's Name (print or type): **KEN MAJKA LO.023664.**

Interviewer's Signature: Date: **11/30/07**

Interviewer's Phone Number (incl. area code): **(800) 211-4463**

Name and Address of Interviewer's Employer:
AAA Banc Group Inc.
11316 Cleveland Ave NW
Uniontown, OH 44685

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B f or Borrower or C for Co-Borrower.	Borrower: **Katina L Duran**	Agency Case Number:
	Co-Borrower:	Lender Case Number: **2097316**

ADDITIONAL EMPLOYER INFORMATION

Name & Address of Employer	☐ Self Employed	Dates (from - to)
Borrower		**07/01/2004** **03/01/2000**
Position/Title/Type of Business	Business Phone (incl. area code)	Monthly Income
		[redacted]

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X _____ **Katina L Duran**		X _____	

Mortgagor's Information Statement/Payment Breakdown

Taylor, Bean & Whitaker Mortgage Corp. (TB&W) is committed to providing you exceptional customer service. Our customer service representatives are available to assist you Monday - Friday 9:00 am until 8:00 pm EST. A number of services are available to you online, 24 hours a day, at www.taylorbean.com. The mailing address for general correspondence is **Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475-9078.**

The first payment is due on **February 01, 2008** . Below is a breakdown of the proposed monthly payment for Loan Number [redacted] . All payment amounts are subject to final review from our corporate offices.

Principal & Interest (P&I):	**$ 1,115.01**
Total Escrow (T&I):	**439.41**
Escrow - Real Estate Taxes:	222.62
Escrow - Hazard Insurance:	55.42
Escrow - Other Insurance:	90.42
Escrow - Mortgage Insurance:	70.95
Total Monthly Payment	**$ 1,554.42**

You will receive your initial monthly billing statement within the next few weeks. All payments are due on the 1st of each month. If you do not receive your first billing statement prior to the first payment due date, please detach one of the preprinted coupons below and mail your payment to:

Taylor, Bean, & Whitaker Mortgage Corp.
P.O. Box 628204, Orlando, FL 32862-8204.

Katina L Duran *Signature*

Taylor, Bean & Whitaker Mortgage Corp.
Mortgage Payment Coupon

Loan Number: [redacted]

Katina L Duran

7346 Hill Ave
Holland, OH 43528

Payment Due Date: **03/01/2008**
Payment Amount: $ **1,554.42**

Additional Principal: $_____

Total Enclosed Payment: $_____

Please make payment & remit to:
Taylor, Bean, & Whitaker Mortgage Corp.
P.O. Box 628204
Orlando, FL 32862-8204

Taylor, Bean & Whitaker Mortgage Corp.
Mortgage Payment Coupon

Loan Number: [redacted]

Katina L Duran

7346 Hill Ave
Holland, OH 43528

Payment Due Date: **02/01/2008**
Payment Amount: $ **1,554.42**

Additional Principal: $_____

Total Enclosed Payment: $_____

Please make payment & remit to:
Taylor, Bean, & Whitaker Mortgage Corp.
P.O. Box 628204
Orlando, FL 32862-8204

C0027

0862052097316

C0027_20070706.100000

ANITA LOPEZ
Lucas County Auditor
Real Estate Division
One Government Center, Ste. 670
Toledo, OH 43604-2255

IMPORTANT REAL ESTATE NOTICE FOR:			
Address	7346 Hill Ave		
Parcel #	65-01067	Assessor #	28-012-040.Z

*********AUTO**5-DIGIT 43528 16 16

Katina L Duran
7346 Hill Ave
Holland, OH 43528-9534

Your Property Value Online
www.co.lucas.oh.us/tri09

2009 NOTICE OF CHANGE IN VALUE

THIS IS NOT A TAX BILL

The 2009 Value Update estimated market value of your real estate has been changed as follows:

OLD MARKET VALUE	NEW MARKET VALUE
$130,900	$113,900

Building Attributes			
Total Living Area	1264	Year Built	1941
Rooms	6	Bedrooms	3
Full Baths	1	Half Baths	0
Stories	Two	Basement Type	Bsmtcrwl
Fireplace	0	Wall	Metlvnyl

A/C	No	Deck	128
Open Porch	0	Enclosed Porch	144
Garage Sq. Ft.	440	Garage Type	Detached

Land Attributes			
Lot Size	88300	Frontage	132
Water	City	Sewer	City

IT'S EASY TO CHECK YOUR DATA AND VALUE

Your property data and value are listed above. Please check to make sure the information we have listed for your property is correct. This will ensure an accurate fair market value for your property. The following additional options are available for you to check your information:

1. At your convenience, check your information in this notice or online at *www.co.lucas.oh.us/tri09*.
2. To review your information in-person, attend an *optional* property review meeting. We will be in your area at the dates and times listed to the right. You are encouraged to call (419) 213-4406 to schedule an appointment.
3. If you believe your information is incorrect, please follow the instructions outlined on the back of this page. You may also call our office at (419) 213-4406 to review your new value and data over the phone.
4. **If you believe your information is correct, *you do not need to do anything.***

Location	
Springfield Township Hall 7617 Angola Rd. Holland OH 43528	
Date	**Time**
July 22 & 23	9:00 a.m. - 8:00 p.m.

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ 0.0000 %		
Division of Commission (line 700) as Follows:				
701. $	to			
702. $	to			
703. Commission Paid at Settlement				
704.	to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee 1.0000 %	to AAA BANC GROUP, INC		1,738.00	
802. Loan Discount %	to			
803. Appraisal Fee	to HALEY APPRAISALS		350.00	
804. Credit Report	to			
805. Par Premium	to AAA BANC GROUP, INC	POC:B4625.39		
806. Flood Certification	to			
807. Tax Service Fee	to TBW	POC:O73.00		
808. Lender Administrative Fee	to TBW		525.00	
809. Lender Fee	to TBW		22.50	
810. Processing Fee	to AAA BANC GROUP, INC		400.00	
811. Loan Discount Fee	to AAA BANC GROUP, INC		1,764.07	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From 12/31/07 to 01/01/08	@ $ 31.410000/day	(1 days %)	31.41	
902. Mortgage Insurance Premium for	months to DEPARTMENT OF HUD		2,607.00	
903. Hazard Insurance Premium for 1.0	years to LIBERTY MUTUAL		665.00	
904. Flood Insurance 1.0	years to LIBERTY MUTUAL		1,085.00	
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	3.000 months @ $ 55.42	per month	166.26	
1002. Mortgage Insurance	months @ $ 70.95	per month		
1003. City/Town Taxes	months @ $	per month		
1004. County Taxes	8.000 months @ $ 222.62	per month	1,780.96	
1005. Assessments	months @ $	per month		
1006. Flood Insurance	months @ $	per month		
1007. Flood Insurance	2.000 months @ $ 90.42	per month	180.84	
1008. Aggregate Adjustment	months @ $	per month	-423.93	
1100. TITLE CHARGES				
1101. Settlement or Closing Fee	to THOMAS WIANT		200.00	
1102. Abstract or Title Search	to AAA LAND TITLE, LLC		300.00	
1103. Title Examination	to AAA LAND TITLE, LLC		350.00	
1104. Title Insurance Binder	to AAA LAND TITLE, LLC		100.00	
1105. Document Preparation	to DOC SERVICES		150.00	
1106. Notary Fees	to			
1107. Attorney's Fees	to			
(includes above item numbers:				
1108. Title Insurance	to AAA Land Title, a Commonwealth Title Agent		687.75	
(includes above item numbers:				
1109. Lender's Coverage	$ 176,407.00	687.75		
1110. Owner's Coverage	$			
1111. ALTA Endorsement Form 8.1 (Env	to AAA LAND TITLE, LLC		50.00	
1112. ALTA Endorsement Form 9 (Restr	to AAA LAND TITLE, LLC		150.00	
1113. Closing Protection Coverage	to Commonwealth Land Title Insurance Company		35.00	
1114. Survey Deletion	to AAA LAND TITLE, LLC		25.00	
1115. Courier / Overnight	to AAA LAND TITLE, LLC		75.00	
1116.				
1117.				
1118.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $	; Mortgage $ 76.00;	Releases $	76.00	
1202. City/County Tax/Stamps: Deed		; Mortgage		
1203. State Tax/Stamps: Deed		; Mortgage		
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest Inspection	to			
1303.				
1304.				
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			13,090.86	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

AAA LAND TITLE, LLC
Settlement Agent

Loan Number 2097316

INSTRUCTIONS OF BORROWER
Form B-1

Revised Code 1322.081 & Ohio Administrative Code 1301:8-7-26

Type of loan sought: ____ First mortgage ____Second Mortgage

____ Fixed rate
____ Variable rate
If rate is to adjust after period of time of fixed rate, please state the time of fixed and time of variable:
_____ (fixed years) /_____ (variable years)
____ Interest Only
____ Balloon
____ Home Equity Line of Credit

Term of loan sought: ____ 30 yrs.
____ 20 yrs.
____ 15 yrs.
____ Other (explain): _____

Purpose of loan:

If more than one purpose, then rank priority by numbers (e.g., 1, 2, 3 etc.)

____ Purchase property
____ Pay for home improvement
____ Refinance at lower rate or monthly payment (home only)
____ Consolidate consumer debt and lower monthly payments
If debt payoff is a major purpose, please state which debts you expect to payoff:_____
_____
_____
_____

____ Refinance for shorter/longer term (circle one)
____ Refinance with cash out
If cash out is a major purpose, please state how much you expect to have paid to you in cash:
_____
____ Other (explain): _____
_____

Estimated loan amount: $ _____

Estimated value of home: $ _____

Borrower **Katina L Duran**	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date

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OHIO
ITEM 2027L0 (0701)

NOTICE OF CHANGE IN MORTGAGE TERMS

Date: **12/24/2007**

BORROWER(S) NAME AND ADDRESS ("You," "Your")	MORTGAGE BROKER NAME AND ADDRESS
Katina L Duran **7346 Hill Ave** **Holland, OH 43528**	**AAA Banc Group Inc.** **11316 Cleveland Ave NW** **Uniontown, OH 44685**
Loan Number: [redacted]	PHONE NO.: **(330) 305-1222** FAX NO.: **(330) 305-1765** CERTIFICATE OF REGISTRATION NO.:

(Mandatory disclosure, if applicable)
Revised Code 1322.062 & 1322.064

You are hereby notified that the terms of the mortgage loan that the above-listed Registrant is able to originate on your behalf have changed in the following way(s) as set forth below.

Material change to:

Type of loan (explain):

Term of loan (explain):

Interest rate (explain):

Monthly payment (explain):

Inclusion of escrow for taxes and insurance (explain):

Placement/requirement of PMI (explain):

Settlement costs, e.g., Lender or title fees (explain):

By your signature, you acknowledge receipt of this disclosure statement on:

Date and Time (to be filled in by applicant)

Borrower **Katina L Duran** Date	Borrower Date
Borrower Date	Borrower Date
Borrower Date	Borrower Date
Signature of loan officer **KEN MAJKA LO.023664.000**	Loan officer's license number

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0222052097316

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2028_20070719.100001

Loan Number: 2097316

IMPORTANT APPLICANT INSTRUCTIONS AND INFORMATION

1. **VERBAL PROMISES-** No verbal promises are binding. All promises, agreements and information disclosed are made to you by the company are in the form of written agreements and disclosures.

2. **OCCUPANCY INTENTIONS-** It is a Federal crime under Title 18, United States Code 1014, punishable by fine or imprisonment, or both to make any statement known to be false on any loan application. In some states, making such false statements or representations violates state law and is considered to be a felony. Indicating that you will occupy the property being financed or refinanced as an owner-occupant when really your intention is not to do so is a false statement/misrepresentation and therefore is punishable under Title 18 of the US Code and violates many state laws. **YOU SHOULD NOT BE INFLUENCED BY ANY PERSON OR ANY DIFFERENCE IN LOAN TERMS AVAILABLE TO MISREPRESENT OR FALSIFY YOUR OCCUPANCY INTENTIONS.** If it is not your intention to occupy a property (*e.g.* you are purchasing a property as an investment to be held for rental or you are purchasing a property with the intention of rehabilitating it and then selling without actually living in the property) then you should NOT represent that you intend to occupy the property. Misrepresenting your occupancy intention constitutes a default under the terms of the loan, and in the case of such a default you may be required to immediately pay the full balance of the loan along with any other amounts, charges, fees, or costs required. **DO NOT MISREPRESENT OR FALSIFY YOUR OCCUPANCY INTENTIONS FOR ANY REASON.**

3. **MORTAGAGE PAYMENTS- YOU SHOULD NOT EVER "SKIP," "WITHHOLD," OR OTHERWISE FAIL TO MAKE ANY MORTGAGE PAYMENT WHEN DUE.** We are not authorized to make any current or future mortgage payments on your behalf.

4. **DEBT PAYMENTS – YOU SHOULD CONTINUE TO PAY YOUR DEBTS WHEN THEY ARE DUE.** We are not authorized to make any payments toward the reduction of or elimination of any present or future debt belonging to you or any co-applicant.

5. **YOUR INCOME/ASSETS –** Income/assets, as a basis for deciding whether or not to make a loan, is a very important factor. Income/assets may not be falsely stated or misrepresented. Accurately stating your income/assets is extremely important. Many loan products allow what is known as "stated income/assets" which means that the Lender relies on YOUR representation of your income/assets. **DO NOT STATE INCOME/ASSETS OVER AND ABOVE YOUR ACTUAL CURRENT AND CONTINUOUS INCOME/ASSETS.** We cannot advise you what income/assets is/are required to qualify for a loan except for the purposes of applying for a full documentation loan.

6. **APPRAISALS –** Appraisals establish the value of the property being financed or refinanced which assures the Lender that the property is adequate collateral for the loan. It is illegal and unethical to attempt to influence an appraiser to establish a value for the property that is in excess of the actual value. I certify that to my knowledge no influence of value has been placed upon the appraiser.

I/We understand that:

* A Stated Income loan is ***NOT*** designed to allow for declaring inflated monthly gross income merely to qualify for a loan.
* That some lenders require that I sign a Form 4506 with loan documents. This form allows the lender to reference my Form 1040's to verify that the monthly gross income I stated is in fact equal to the annual gross income I reported to the Internal Revenue Service.
* Even when a Form 4506 is not required, a Stated Income loan should be used only when monthly gross income actually supports the proposed monthly mortgage obligation and all my other debt.

I/We have been counseled not to compromise my integrity or my financial or legal standing by stating monthly gross income in excess of what I actually earn. By signing this Statement of Understanding, each of the undersigned specifically represents to Company and agrees and acknowledges that the income information provided is true and correct as of the date set forth opposite my/our signature and that any intentional or negligent misrepresentation of income information may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation made and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et.seq.

Borrower - Katina L Duran _____ *Date*

Borrower - _____ *Date*

Borrower - _____ *Date*

Borrower - _____ *Date*

Borrower - _____ *Date*

Borrower - _____ *Date*

ADDENDUM TO THE MORTGAGE LOAN ORIGINATION DISCLOSURE STATEMENT

Date: **December 24, 2007**

BORROWER(S) NAME AND ADDRESS ("You," "Your")	BROKER NAME AND ADDRESS
Katina L Duran **7346 Hill Ave** **Holland, OH 43528**	**AAA Banc Group Inc.** **11316 Cleveland Ave NW** **Uniontown, OH 44685**
Loan Number: [redacted]	

HIGH LOAN TO VALUE DISCLOSURE

(Mandatory disclosure, if applicable)

Revised Code 1322.062(A)(1)(j)

"You are applying for a loan that is more than 90% of your home's value. It will be hard for you to refinance this loan. If you sell your home, you might owe more money on the loan than you get from the sale."

By signing below, borrower acknowledges receipt of this Addendum to the Mortgage Loan Origination Disclosure Statement.

Borrower **Katina L Duran**	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date
Signature of Loan Officer **KEN MAJKA LO.023664.000**	Date	Loan Officer's License Number	

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Form CP-24.1

Offer of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage from Fidelity National Title Insurance Company in connection with the above-referenced transaction.

Premium for Coverage: The premium for the Closing Protection Coverage is $35.00 for Lender; $50.00 for Seller; $15.00 for Buyer/Borrower; and $15.00 for any other applicant for title insurance, and in no case shall the premium be less than $35.00 for this coverage in any transaction.

Acceptance of Offer/Declination of Offer

I (We), the undersigned, acknowledge receipt of this Notice of Availability of Closing Protection Coverage and Offer of Closing Protection Coverage and

do accept the said Offer ____
do not accept the said Offer ____

If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

Signed: _____
Printed Name: _____
Dated: _____

Signed: _____
Printed Name: _____
Dated: _____

A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.

Form CP-24.1

NOTICE OF AVAILABILITY AND OFFER OF CLOSING PROTECTION COVERAGE

☐ Seller: _____
☐ Buyer: _____
☐ Borrower: _____
☐ Lender: _____

Re: Licensed Agent :
Premises:
Commitment/File No.:

Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage from Fidelity National Title Insurance Company in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents by the Licensed Agent. A title insurance policy does not cover losses due to the mishandling of funds or documents by the Licensed Agent. However, Closing Protection Coverage, as outlined below, does provide such protection.

Description of Coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

(1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
(2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

LAND TITLE, LLC

PRIVACY NOTICE

Your privacy is very important to AAA Land Title, LLC. We do not sell or rent your personal information to third parties for their marketing purposes, although this information may be shared with our affiliated businesses for marketing and promotional purposes, however, you may elect not to receive such offers. Please read this privacy policy to learn more about the ways in which we use and protect your personal information. We want you to fully understand our privacy practices.

Our purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our service to make your experience safer and easier. We only collect personal information about you that we consider necessary for achieving this purpose.

We obtain nonpublic information about you from the following sources: Your Insurance Agent; from you through applications or other forms you have given us; Consumer Reporting Agencies,

AAA Land Title, LLC respects your privacy and will not share your personally identifiable information collected with third parties except for the following limited instances: (I) we have your consent to share the information, (II) we need to share the information to provide a product or service you have requested, (III) in response to subpoenas, court orders or legal process including in the event of a complaint or legal action arising from your actions, or (iv) the health or well-being of you or another client is threatened, (v) we may share information with government agencies which conduct examinations of our procedures. We may also share your information with our affiliates, including but not limited to, any marketing businesses performing on our behalf to assist us in providing our products and services to you. However, you will always have the opportunity to opt-in or opt-out of receiving any mailings from such affiliates. Any such companies are required to keep your information confidential.

While your nonpublic personal information is under our control, access is limited to those employees who have legitimate business needs for such information with respect to your title needs. In accordance with applicable state and federal regulations, we maintain physical, procedural and electronic safeguards to protect the privacy and confidentiality of your nonpublic personal information.

We reserve the right to modify this Privacy Policy from time to time without notice. Please review the Privacy Policy from time to time so that you will be apprised of any changes.

CLOSING NOTICE TO BORROWER

File Number: _____

IF THIS IS A REFINANCE WITHIN 10 YEARS, YOU MAY BE ENTITLED TO A REDUCED PREMIUM. PLEASE DISCUSS WHETHER YOU ARE ELIGIBLE FOR A DISCOUNTED PREMIUM WITH THE TITLE CLOSER AT THIS CLOSING

Our examination of title indicates that you are the owner(s) of the property covered by our title commitment. We have been advised that you are now obtaining a mortgage loan with respect to that property and that a loan policy of title insurance is to be issued.

To determine eligibility for a discounted premium, please provide the title closer with:

- A copy of any title insurance policy that has been issued for the property within the past 10 years, or
- A closing statement confirming payment of a premium for the prior title insurance policy and the policy amount, and
- Evidence of the amount due on the existing mortgage being refinanced.

Please acknowledge your understanding of all of the above by signing below.

Date: _____

Borrower: _____
Print

_____
Sign

Date: _____

Borrower: _____
Print

_____
Sign