

Case:13-20120-JSD Doc#:65 Filed:01/10/14 Entered:01/10/14 16:11:11

UNITED STATES BANKRUPTCY COURT
Southern District of Georgia

FILED
Lucinda B. Rauback, Clerk
United States Bankruptcy Court
Brunswick, Georgia
By jbergen at 4:05 pm, Jan 10, 2014

In re:
Pamela Morrison Timbes
Debtor(s)

Case No.: 13-20120-JSD
Judge: John S. Dalis
Chapter: 7

ORDER ON MOTION FOR RELIEF FROM STAY
(Official Local Form B-55 / Revised October 2013)

MOVANT: Ocwen Loan Servicing, LLC, as Servicer for Deutsche Bank National Trust Company Americas, f/k/a Bankers Trust Company of California, N.A., as Trustee for American Home Mortgage Investment Trust 2005-3

SUBJECT PROPERTY: 304 Carnoustie, St. Simons Island, GA 31522

After notice and a hearing the Motion is ordered:

Granted The Trustee will discontinue distribution on the movant's claim and reduce movant's claim to the amount paid if no amended claim is filed within _____ days of this order.
 The Trustee shall reduce movant's claim relating to this collateral to the amount paid. Movant is granted leave to seek allowance of a deficiency claim, if appropriate.

Continued to _____ at _____ am / pm

Continued. The Motion will not be reassigned until a minimum of seven (7) days after Movant files and serves a Request for Assignment of Continued Hearing. That request shall not be filed until discovery is complete, including, if applicable, providing a post-petition payment history to opposing counsel.

Denied.

Denied on the condition that:

The Debtor shall make timely post-petition payments to Movant as required by the Chapter 13 plan.

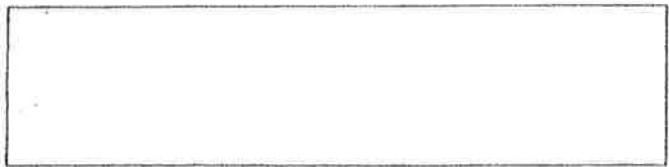
The Debtor shall tender payments to Movant or take other action as follows:

Post-petition arrearage is \$ _____ through the _____ payment due date, plus attorney's fees of \$ _____ and court costs of \$ _____ for a total arrearage of \$ _____.

Debtor shall pay to Movant the sum of \$ _____ on or before _____ which sum shall be applied to the above-referenced total arrearage.

Debtor shall cure the foregoing arrearage in full by making additional monthly payments to the Movant in the sum of \$ _____ per month beginning _____ and continuing on the _____ day of each successive month thereafter, with a final additional payment of \$ _____ being due on or before _____.

Debtor shall recommence making regular monthly payments to Movant, as same come due under the applicable loan documents, including any insurance premiums which may come due thereunder, (subject to adjustment if provided in the contract) beginning _____, and maintain current monthly payments thereunder for the pendency of this case. All payments must include the last four digits of the account number _____ and shall be sent to the following address, depending on the type of payment:

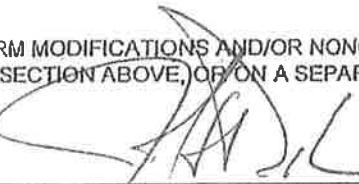


STRICT COMPLIANCE IS ORDERED as follows:

- That in the event the debtor fails to comply with the terms of this order, the movant, through its attorney of record, may file an affidavit establishing the default, served upon the debtor and debtor's attorney. Upon the expiration of fourteen (14) days without the filing of a counter-affidavit by the debtor disputing the fact of default, an order will be entered lifting the automatic stay, converting the case to a Chapter 7 or dismissing the case without further motion, notice or hearing.
- If relief is granted under this Order, Movant and Trustee shall thereafter be relieved from complying with Fed. R. Bank, P. 3002.1 in the instant bankruptcy case prospectively from the date the relief is granted.
- The strict compliance provision of this Order shall expire on _____
- Other provisions:

NOTE TO COUNSEL: THE COURT REQUIRES ANY FORM MODIFICATIONS AND/OR NONCONFORMING TERMS TO BE PLACED IN THE "OTHER PROVISIONS" SECTION ABOVE, OR ON A SEPARATE PAGE.

Dated: January 9, 2014


United States Bankruptcy Judge

By our signatures below we do hereby consent to the entry of the foregoing order:



Attorney for Movant

Attorney for Respondent/Debtor



Trustee

IN THE SUPERIOR COURT OF GLYNN COUNTY
STATE OF GEORGIA

PAMELA M. TIMBES,)	CASE NO. CE19-00763
APPELLANT/DEFENDANT,)	
VS.)	
DEUTSCHE BANK NATIONAL TRUST COMPANY AS INDENTURE TRUSTEE,)	
APPELLEE/PLAINTIFF)	JURY DEMAND
<hr/>		ON APPEAL FROM CASE NO. 1800416
PAMELA M. TIMBES,)	COUNTERCLAIM
PLAINTIFF,)	
VS.)	
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE FOR AMERICAN HOME MORTGAGE INVESTMENT TRUST 2005-3,)	
OCWEN LOAN SERVICING, LLC, AND ITS AGENTS,)	JURY DEMAND
ALDRIDGE PITE, LLP, FKA ALDRIDGE CONNERS, AND ITS AGENTS,)	DEFENDANTS.
)	
))
))

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the following parties with:

AFFIDAVIT OF PAMELA M. TIMBES

Dallas R. Ivey
Christopher J. Reading
Aldridge Pite, LLP
Fifteen Piedmont Center
3575 Piedmont Rd., NE, Suite 500
Atlanta, GA 30305

*ATTYS FOR DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS INDENTURE TRUSTEE FOR AMERICAN HOME
MORTGAGE INVESTMENT TRUST 2005-3,
OCWEN LOAN SERVICING, LLC,
AND ITS AGENTS, AND ALDRIDGE PITE, LLP, AND ITS AGENTS*

By placing the same in the United States Mail with sufficient postage affixed thereon to assure delivery.

Respectfully submitted this 17th day of October, 2019.

Plaintiff in Counterclaim

Pamela M. Timbes
Pamela M. Timbes
Appellant/Defendant *Pro Se*

304 Carnoustie
St. Simons Island, Georgia 31522
(912) 222-6773
ptimbes@gmail.com

APPENDIX

I

Where Recorded, Return to:
Attn: Anthony Demarco/Foreclosure Department
McCurdy & Candler, L.L.C.
3525 Piedmont Road NE, Six Piedmont Center, Suite 700
Atlanta, GA 30305

STATE OF Florida
COUNTY OF Duval

File No. 10-20032
MIN# [REDACTED]

ASSIGNMENT OF SECURITY DEED

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage Acceptance, Inc., its successors and assigns (hereinafter referred to as "Assignor") hereby sells, assigns, transfers, sets over and conveys without recourse unto Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-3 (hereinafter referred to as "Assignee"), whose address is 6591 Irvine Center Drive Irvine, CA 92618, that certain Security Deed or Deed to Secure Debt executed by Pamela M. Timbes to Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage Acceptance, Inc., its successors and assigns and dated June 23, 2005, recorded in Deed Book 1706, Page 178, Clerk's Office, Superior Court of Glynn County, Georgia, together with the real property therein described; and also the indebtedness described in said Deed and secured thereby, having this day been transferred and assigned to the said Assignee together with all of Assignor's right, title and interest in and to the said Deed, the property therein described and the indebtedness secured; and the said Assignee is hereby subrogated to all the rights, powers, privileges and securities vested in Assignor under and by virtue of the aforesaid Security Deed or Deed to Secure Debt.

File No. 10-20032 MINS [REDACTED]

This Assignment of Security Deed is executed on this 19 day of November, 2010.

Signed, sealed and delivered
in the presence of:

Mortgage Electronic Registration Systems, Inc. as
nominee for American Home Mortgage Acceptance, Inc.,
its successors and assigns

By: Elizabeth Boulton Elizabeth Boulton
Its: Assistant Secretary

By: Michelle Halyard Michelle Halyard
Its: Assistant Secretary

Sabrina Hylar
Unofficial Witness Sabrina Hylar

Brenda L. Frazier
Notary Public

My Commission Expires: 4-30-2013

NOTARY PUBLIC-STATE OF FLORIDA
Brenda L. Frazier
Commission #DD885641
Expires: APR. 30, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

APPENDIX J

Filed and Recorded 03/24/2016 at 10:26:07 AM
CFN #632016002771 Transaction#136092
Clerk of Superior Court Glynn County County, GA
Deed BK 3560 PG 164 - 183, James D. Jones #1

Return To:
Aldridge Pite, LLP
Fifteen Piedmont Center
3575 Piedmont Road N.E.
Suite 500
Atlanta, GA 30305
(404) 994-7400

NOTE TO CLERK: Cross reference to that Security
Deed recorded at Deed Book 1706, Page 178, Glynn
County, GA.

STATE OF Florida
COUNTY OF Palm Beach

DEED UNDER POWER

THIS INDENTURE, made effective on 1/5/2016, by and between Pamela M Timbes (hereinafter "Borrower"), acting by and through Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-3, as the duly appointed agent and Attorney-in-Fact (hereinafter "Grantor") as Party of the First Part, and Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-3, as Party of the Second Part:

WITNESSETH:

WHEREAS, Borrower did execute and deliver that certain Security Deed to Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage Acceptance, Inc., dated 6/23/2005, which is recorded in Deed Book 1706, Page 178, Glynn County, Georgia Records, said Security Deed having been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-3 by Assignment, recorded at Deed Book 2801, Page 247, Glynn County, Georgia Records, which conveys the property hereinafter described to secure an indebtedness evidenced by a Note in the original principal amount of \$771,000.00; and

WHEREAS, said indebtedness was not paid in accordance with the terms of said Note and Security Deed and became in default, and under the terms thereof the entire principal and interest was declared immediately due and payable; and

WHEREAS, the entire indebtedness remaining in default, and in accordance with the terms of said Security Deed, Grantor did advertise said property for sale once a week for four (4) weeks immediately preceding the sale in the newspaper in Glynn County, Georgia, wherein the Sheriff carried his advertisements; and

WHEREAS, notice of the foreclosure sale was given in compliance with O.C.G.A. § 44-14-162.2. The required notice was rendered by mailing a copy of the Notice of Sale Under Power that was submitted to the publisher of the newspaper wherein the property was advertised for sale, to the Borrower and any other "Debtor" (as defined by O.C.G.A. § 44-14-162.1) at least thirty (30) days prior to the foreclosure sale date of 1/5/2016; and

WHEREAS, Grantor, according to the terms of said Security Deed, did expose said property for sale to the highest and best bidder for cash on 1/5/2016 within the legal hours of sale before the Courthouse door in Glynn County, Georgia and offered said property for sale at public outcry; and

WHEREAS, the property hereinafter described was knocked off to the Party of the Second Part, Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-3 who was the highest and best bidder for cash, at and for the sum of \$1,038,109.31.

NOW THEREFORE, in consideration of the premises and the above said sum of \$1,038,109.31 in hand paid, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby bargain, sell, transfer and convey unto said Party of the Second Part, its successors and assigns, the following described property:

ALL that certain lot, tract or parcel of land situate, lying and being in St. Simons Island Club Subdivision, Phase IX, on St. Simons Island, in Glynn County, Georgia, Described and Identified according to the map and plan of said subdivision made by George P. Underwood, Jr., Georgia Registered Surveyor No. 1927, dated April 7, 1988, and recorded in Plat Drawer No. 20, designated at Map No. 224, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, as ALL OF LOT NUMBERED SEVEN (7), ST. SIMONS ISLAND CLUB SUBDIVISION, PHASE IX.

Reference is hereby made to said map and plan and to the record thereof for further description and identification of said real property and for all other purposes.

This conveyance is subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

TO HAVE AND TO HOLD the said property hereinbefore described, together with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, and assigns, in FEE SIMPLE in as full and ample a manner as the said Party of the First Part or said Party's representatives, heirs, successors and assigns, did hold and enjoy same.

IN WITNESS WHEREOF, Grantor as Attorney in Fact for Borrower has caused this Instrument to be executed in its corporate name by its duly authorized corporate signors and its corporate seal affixed, and has caused this instrument to be made effective on the date first above written.

Pamela M Timbes

By her attorney-in-fact

Deutsche Bank National Trust Company, as
Indenture Trustee for American Home Mortgage
Investment Trust 2005-3

By and through their duly appointed attorney-in-fact Ocwen
Loan Servicing, LLC

Signed, sealed and delivered this 13th day
of Jan, 2016 in the presence of:

Alex Quintero
Witness

Alex Quintero
Print Witness Name

By: Mel-Ling Mitchell
Name: Mel-Ling Mitchell

Title: Contract Management Coordinator

By: Kerry Born
Name: Kerry Born

Title: Contract Management Coordinator

WITNESS:

STATE OF Florida,
COUNTY OF Palm Beach

On 1-13-16, before me, Gary Van Soosten, a Notary Public in and for Palm Beach in the State of FLORIDA, personally appeared Mel-Ling Mitchell and Kerry Born, personally known to me (or proved to me on the basis of satisfactory evidence), and executed the foregoing instrument in his/her/their authorized capacity in my presence.

WITNESS my hand and official seal
Gary Van Soosten
Gary Van Soosten
Notary Expires: 5-6-2018

