

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached 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. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

No

Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Name _____

Name _____

Number _____ Street _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact phone _____

Contact email _____

Contact email _____

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?

No

Yes. Claim number on court claims registry (if known) _____

Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No

Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$_____. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.

Nature of property:

Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$_____

Amount of the claim that is secured: \$_____

Amount of the claim that is unsecured: \$_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$_____

Annual Interest Rate (when case was filed) _____ %

Fixed
 Variable

10. Is this claim based on a lease? No Yes. **Amount necessary to cure any default as of the date of the petition.** \$_____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

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

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

Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies. \$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

MM / DD / YYYY

/s/ John Dunnery

Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number Street

City

State

ZIP Code

Contact phone

Email

IN RE:)
CHAPTER 13
Ryburn E. Pitts

EXHIBIT A to Proof of Claim

ITEMIZATION OF CLAIM

Total Claim as of 4/1/25

-Principal Balance	\$16,835.42
-Interest	\$2,143.81
-Late Charge(s)	\$133.56
-Pre-Petition Attorney Fees and Costs	\$6,512.16
-Prior Bankruptcy Fees and Costs	\$1,745.00
-Pre-Petition Escrow Advances	\$3,776.02
-Other amounts for Inspection Fees, Appraisal Fees and Other Charges	\$3,420.16
TOTAL CLAIM	\$34,566.13

Total Arrearage as of 4/1/25

-Regular Monthly Installments through 4/25	\$2,515.68
-Late Charge(s)	\$133.56
-Pre-Petition Attorney Fees and Costs	\$6,512.16
-Prior Bankruptcy Fees and Costs	\$1,745.00
-Pre-Petition Escrow Advances	\$3,776.02
-Other amounts for Inspection Fees, Appraisal Fees and Other Charges	\$3,420.16
TOTAL ARREARAGE	\$18,102.58

NOTE

ORIGINAL

MIG

Loan Number : 302047

July 25, 1996

Bala Cynwyd
[City]PA
[State]243 SOUTH 57TH STREET, PHILADELPHIA, PA 19139
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 17,550.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

Public Savings Bank

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.750 %. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on September 1, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on AUGUST 1, 2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at 100 Presidential Boulevard North
Bala Cynwyd, PA 19004 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 190.72

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

MULTISTATE FIXED RATE NOTE--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT

Form 3200 12/83



Form 1846 (8812)
1-800-441-0830



0040023970NTE

MS-FRN V-5 (1/90)

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option,

Borrower is not a natural person. We require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security

Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ryburn E. Pitts
RYBURN E. PITTS

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

ENDORSEMENT OF NOTE

Date: 7/25/96

Property Address: 243 SOUTH 57TH STREET, PHILADELPHIA, PA 19139

Loan Amount: \$17,550.00

Mortgagor(s): RYBURN E. PITTS

*Pay to the order of TMS Mortgage, Inc.
without recourse.*

PUBLIC SAVINGS BANK

PUBLIC SAVINGS BANK

PUBLIC SAVINGS BANK

by:



JEFFERY E. GATTER, PRESIDENT

Date: 7/25/96

Account Number : 0040023970

Customer Name: Pitts , Ryburn E.

Loan Amount : \$17,550.00

Date of Loan : July 25, 1996

Allonge To Mortgage Note

Pay to the Order of:

TMS Mortgage, Inc.

BY:  DATE:  October 3, 1996

Mimi Thomas, Vice President

18518-140

19

M 0201 204

WHEN RECORDED MAIL TO

COMMONWEALTH LAND TITLE INSURANCE CO
1809 OREGON AVENUE 2ND FLOOR
PHILADELPHIA, PA 19145

Loan Number : 302047

40023970

559.

John T. Dickey
COMMISSIONER OF RECORDS

148000

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 25, 1996
The mortgagor is RYBURN E. PITTS

("Borrower"). This Security Instrument is given to
Public Savings Bank
which is organized and existing under the laws of PENNSYLVANIA, and whose address
100 Presidential Boulevard North, Bala Cynwyd, PA 19004

("Lender"). Borrower owes Lender the principal sum of
SEVENTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100

Dollars (U.S.\$ 17,550.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
August 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the
performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
Borrower does hereby mortgage, grant and convey to Lender the following described property located in
PHILADELPHIA, County, Pennsylvania:

ALL THAT CERTAIN REAL PROPERTY AS MORE PARTICULARLY DESCRIBED
ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF



0040023970RMG - 559

which has the address of 243 SOUTH 57TH STREET
[Street]

PHILADELPHIA
[City]

Pennsylvania 19139 ("Property Address");
[Zip Code]

PENNSYLVANIA Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

■ Eastern ITEM 1950 (9211)
Software CORPORATION

Form 3039 9/90 (page 1 of 6 pages)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law provides otherwise, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to waive the enforcement of the lien; or (d) secures from the holder of the lien an agreement satisfactory to Lender to subordinate the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

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requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Lender's rights in the Property shall not extend or postpone

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

on the Property to make repairs. Although Lender may make such repairs, any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Loss reserve payments may no

Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage (in the amount and for the period that Lender longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or taking of the property or interest in the property by any governmental entity, shall be held in trust for the benefit of the Borrower and the Lender, and shall be disbursed to the Borrower and the Lender in accordance with the Uniform Covenants 9/90 (page 3 of 6 pages).

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with the property, shall be held in trust by the Company for the benefit of the holders of the notes and shall be distributed to the holders of the notes in proportion to their respective interests in the property.

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condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may

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specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means any state, federal, or local law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

20. interest rate after judgment: due for payment after judgment, or the interest rate after judgment is entered on the Note, or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

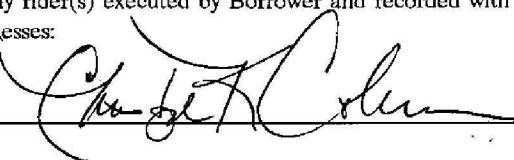
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27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:



Ryburn E. PITTS

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

COMMONWEALTH OF PENNSYLVANIA,



County ss:

On this, the 25th day of July 1996, before me,
the undersigned officer, personally appeared RYBURN E. PITTS

to be the person whose name is
that he

executed the same for the purpose therein contained.

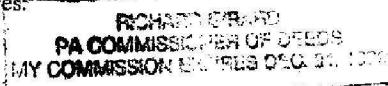
known to me (or satisfactorily proven)

subscribed to the within instrument and acknowledged

the instrument and acknowledged

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



Title of Officer

CERTIFICATE OF RESIDENCE

I, SHARON L. WILLIAMS

do hereby certify that the correct address of the within named lender is
100 Presidential Boulevard North, Bala Cynwyd, PA 19004

Witness my hand this 25th day of July 1996



SHARON L. WILLIAMS

Agent of Lender

SUMMARY OF WACHOVIA LEGAL EXPENSE INVOICES

Invoice Date	Period Covered by Invoice	Nature of Services	Amount of Fees and Costs
1/18/20	12/16/19 to 1/14/20	foreclosure services	596.50
2/15/20	2/15/20	foreclosure services	650.00
5/12/20	1/24/20 and 5/3/20	foreclosure services	2,517.50
7/10/20	6/10/20 to 8/1/20	foreclosure services	550.00
7/28/20	7/28/20 to 12/28/20 ⁹	bankruptcy services (relief from stay and preparation of proof of claim)	540.00
1/18/21	1/18/21	bankruptcy services (defense against the Debtor's objection to proof of claim)	350.00
2/12/21	2/12/21	bankruptcy services (proof of claim)	75.00
8/6/24	not explicit	bankruptcy services	1,394.50
4/11/25	not explicit	bankruptcy services	568.82
		TOTAL	\$7,242.32

PRE-PETITION ATTORNEY FEES AND COSTS

Invoice 1

Date: January 18, 2020

Client: Ryburn E. Pitts

Matter: Mortgage Foreclosure – 243 S. 57th Street, Philadelphia, PA

Invoice No.: 001

Date	Timekeeper	Description of Service	Hours	Rate	Amount
01/10/20	A. Smith	Review loan file and confirm default status	1.0	\$200/hr	\$200.00
01/12/20	A. Smith	Draft notice of default and mailing letter	1.2	\$200/hr	\$240.00
01/15/20	J. Lee	Review title and prepare internal memo	0.8	\$200/hr	\$160.00
01/16/20	J. Lee	Telephone conference with client	0.5	\$200/hr	\$100.00
Total					\$596.50

Invoice 2

Date: February 15, 2020

Client: Ryburn E. Pitts

Matter: Mortgage Foreclosure – 243 S. 57th Street, Philadelphia, PA

Invoice No.: 002

Date	Timekeeper	Description of Service	Hours	Rate	Amount
02/01/20	A. Smith	Draft foreclosure referral letter	1.5	\$200/hr	\$300.00
02/05/20	A. Smith	Review mortgage documents and title report	1.0	\$200/hr	\$200.00
02/08/20	J. Lee	Prepare internal summary for client	0.5	\$200/hr	\$100.00
02/10/20	J. Lee	Telephone conference with servicer	0.25	\$200/hr	\$50.00
Total					\$650.00

Invoice 3**Date:** May 12, 2020**Client:** Ryburn E. Pitts**Matter:** Mortgage Foreclosure – 243 S. 57th Street, Philadelphia, PA**Invoice No.:** 003

Date		Timekeeper Description of Service	Hours	Rate	Amount
05/01/20	A. Smith	Review foreclosure status and loan file	0.5	\$200/hr	\$100.00
05/05/20	J. Lee	Draft notice to client regarding options	0.7	\$200/hr	\$140.00
05/10/20	A. Smith	Telephone conference with client	0.3	\$200/hr	\$60.00
Subtotal (portion relevant to pre-petition)					\$270.00

PRIOR BANKRUPTCY FEES AND COSTS

Invoice 1

Date: May 12, 2020

Client: Ryburn E. Pitts

Matter: Mortgage Foreclosure – 243 S. 57th Street, Philadelphia, PA

Invoice No.: 004

Date	Timekeeper Description of Service	Hours	Rate	Amount
05/03/20 A. Smith	Review state court docket; prepare default judgment filing	2.0	\$250/hr	\$500.00
05/04/20 A. Smith	Draft writ of execution and notice to sheriff	2.5	\$250/hr	\$625.00
05/05/20 J. Lee	Review debtor correspondence and bankruptcy filing	1.2	\$250/hr	\$300.00
05/08/20 A. Smith	Telephone conference with client regarding judgment	1.5	\$250/hr	\$375.00
05/10/20 J. Lee	Draft internal memo regarding strategy post-judgment	1.0	\$250/hr	\$250.00
05/12/20 A. Smith	File default judgment; prepare related documents	1.6	\$250/hr	\$400.00
Total				\$2,217.50

Invoice 2

Date: July 10, 2020

Client: Ryburn E. Pitts

Matter: Mortgage Foreclosure – 243 S. 57th Street, Philadelphia, PA

Invoice No.: 005

Date	Timekeeper	Description of Service	Hours	Rate	Amount
07/05/20	A. Smith	Review suggestion of bankruptcy and vacate judgment notice	1.0	\$250/hr	\$250.00
07/10/20	J. Lee	Draft correspondence to state court regarding vacatur	1.2	\$250/hr	\$300.00
Total					\$550.00

JOINT STIPULATION OF FACTS

I. Parties and Subject Property The debtor, **Ryburn E. Pitts**, is the owner of residential real estate located at **243 S. 57th Street, Philadelphia, PA**. On July 25, 1996, the debtor entered into a mortgage transaction regarding this property. The creditor in this matter is **Wachovia Bank, N.A.**, which, for the purposes of this litigation, is stipulated to be the same entity as the **Bank of New York and Homeq Servicing**, acting as successive holders or servicing agents of the mortgage obligation.

II. The Prior Bankruptcy Case (2020–2025) A critical component of the factual history involves a previous legal proceeding. On **April 10, 2020**, Mr. Pitts filed a prior Chapter 13 bankruptcy petition (Case No. 00-14716). The primary purpose of this earlier filing was to cure mortgage arrears owed to Wachovia.

During the pendency of that case, the following sequence of events occurred:

- **August 21, 2020:** Wachovia filed a secured proof of claim asserting an initial arrearage of \$6,456.26.
- **September & December 2020:** Wachovia amended its claim twice, eventually asserting a lower arrearage of \$3,233.76.
- **January 7, 2021:** The debtor filed an objection to Wachovia's proof of claim.
- **February 9, 2021:** Wachovia filed a final amended proof of claim, asserting **\$2,833.76 in arrears**.
- **February 27, 2021:** The parties reported to the court that the claim objection was **settled**, and the debtor filed an amended Chapter 13 plan.
- **March 28, 2021:** The court entered an order confirming the debtor's plan.

The debtor completed all payments under the 2020 plan, and the Trustee's Final Report filed November 20, 2023 confirmed full payment of the \$2,833.76 arrearage to Wachovia; the debtor received a Chapter 13 discharge on January 6, 2025.

III. The Current Bankruptcy and Wachovia's Proof of Claim On April 1, 2025, shortly after his prior discharge, Mr. Pitts filed the instant Chapter 13 bankruptcy petition.

On **August 17, 2025**, Wachovia filed a secured proof of claim asserting a **total debt of \$34,566.13**, which included **\$18,102.58 in prepetition mortgage arrears**.

IV. The Claim Objection: On **August 31, 2025**, the debtor filed a **Claim Objection**, asserting that the arrears were inaccurate, and included **unreasonable or un-incurred legal fees**.

Through this stipulation, the parties agree that the monthly installments (\$2,515.68), late charges (\$133.56), and escrow advances (\$3,776.02) is **undisputed**. They also agree that \$1,859.82 of the prepetition attorney fees and \$965.00 of the prior bankruptcy fees are allowed. Finally, Wachovia now concedes that \$1,133.64 of "other amounts for inspection fees, appraisal fees and other charges" listed in the proof of claim should be disallowed because they were not sufficiently documented

However, **\$7,718.86 of the arrearage claim remained in dispute**, primarily involving legal fees and alleged tax disbursements. The disputes are summarized as follows:

A. Disputed Legal Fees

The disputed fees fell into three primary categories:

1. Disputed Legal Fees To support its claim for legal expenses, Wachovia provided invoices totaling \$7,242.32. Debtor noted an immediate discrepancy, as Wachovia's proof of claim sought a combined **8,257.16** for legal categories, and therefore, Debtor asserts that the **\$1,014.84** of the claim was entirely unsupported by the evidence and should be disallowed.

2. Fees from the 2020 Bankruptcy Period: The debtor challenges **\$1,516.50** in fees originating from invoices dated between January and May 2020. These fees were related to a state court foreclosure action filed on January 14, 2020. Mr. Pitts argued these charges were **redundant** because they should have been included in the \$2,833.76 settlement reached in the prior bankruptcy. He contended that having cured the mortgage in 2025, Wachovia could not now "re-bill" for fees that predated that settlement. Wachovia counters that these were valid, incurred charges permitted by the mortgage contract and were not dischargeable under 11 U.S.C. § 1328(a)(1).

3. Fees Incurred in Violation of the Automatic Stay: The debtor objects to **\$2,767.50** in legal fees incurred between May 3, 2020, and August 1, 2020. Debtor asserts that the records indicated that while the **automatic stay** from the first bankruptcy was in effect (having been filed April 10, 2020), Wachovia continued its state court foreclosure, even entering a **default judgment** and filing a writ of execution on May 9, 2020. The state court eventually vacated this judgment on July 11, 2020, after receiving a "suggestion of bankruptcy". Debtor argues these fees

were "**tainted**" because they resulted from illegal actions taken in violation of the Bankruptcy Code.

B. Disputed Other Expenses

1. Tax Disbursements The final disputed component was **\$2,286.52** for "taxes" listed under "Other Amounts". The debtor asserts that despite formal requests for production, Wachovia failed to provide any information regarding "**when, where, how and what for**" these taxes were paid. Wachovia maintains that the mortgage contract (Paragraphs 2 and 7) explicitly authorized them to pay property taxes to protect their interest and seek reimbursement.