

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA

PROOF OF CLAIM

Name of Debtor: Taylor Bean & Whitaker Mortgage Corp.

Case Number: 09-07047-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):
Wells Fargo Financial Leasing Inc

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

Name and address where notices should be sent: 800 Walnut Street MAC F4031-050
Des Moines, IA 50309

Telephone number: 800-247-0032

CLAIM FILED
JACKSONVILLE, FLORIDA

Court Claim Number: _____
(If known)

Filed on: _____

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

SEP 03 2009

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

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: \$2,477.22

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

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

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

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

Specify the priority of the claim.

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

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

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

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

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

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

Amount entitled to priority:

\$ _____

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

2. Basis for Claim: Lease Agreement
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 3247

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 or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

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

If the documents are not available, please explain:

Date: 8/31/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or D 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.

Richard Behling, Bankruptcy Specialist, by: /s/ Tara R

FOR COURT USE ONLY

T, B & W Mortgage Corp.



00001

Name of Debtor: Taylor Bean & Whitaker Mortgage Corp.

Case Number: 09-07047-JAF

Name of Creditor: Wells Fargo Financial Leasing, Inc.
800 Walnut Street
MAC F4031-050
Des Moines, IA 50309

SUMMARY OF ATTACHMENTS

EXHIBIT A: LEASE AGREEMENT	Pages: 2
EXHIBIT B: ITEMIZATION	Pages: 1
EXHIBIT C:	Pages:
EXHIBIT D:	Pages:
EXHIBIT E:	Pages:
EXHIBIT F:	Pages:
EXHIBIT G:	Pages:
EXHIBIT H:	Pages:

Equipment Lease Agreement

THIS IS A NON-CANCELABLE,
LEGALLY BINDING CONTRACT



Lease Number: 247

Lessee (Leasing Customer) - Use EXACT registered name if a corp., LLC or LP TAYLOR BEAN & WHITAKER MORTGAGE CORP.		Lessee's Chief Executive Office - Street 105 COMMERCIAL DRIVE		City RINCON, GEORGIA 31326
Equipment Supplier COYLE BUSINESS PRODUCTS INC, 5507 EXPORT BLVD., SAVANNAH		State GA	County CHATHAM	Zip Code 31326
		Lessee's Telephone (not cell)		912 - 826 - 0800

This lease, as it may be amended or supplemented from time to time (the "Lease"), represents the final and only agreement between You and Us and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. 1. LEASE. Lessee ("You" or "Your") agrees to lease from Wells Fargo Financial Leasing, Inc. ("We," "Us" or "Our") the equipment listed below and all existing and future accessories, embedded software, additions, replacements and repairs ("Equipment") upon the terms stated herein. This Lease is non-cancelable and may not be terminated early. After You sign below, We may insert any information missing in the boxes above or below and change the Lease Payment amount by up to 15% due to a change in the Equipment cost or tax amount, or a payment miscalculation. This Lease is not binding on Us until We sign below.

Equipment Description: See Attached Schedule

Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)
1	KONICA C350 COPIER 65JE04752	1	KONICA STAND W/2 PFU & HARD DRIVE 15EM06892
1	KONICA RADF & PRINT CONTROLLER 15FA15367	1	KONICA ADU 15EE05975

Equipment Location (if different than "Chief Executive Office" shown above):
Original Term: 60 months Security Deposit: \$ 0 Advance Payment: \$ 0, applied as _____
Lease Payment: \$ 270.00 per month quarter other (see attached schedule) Check here if Lease Payment amount includes sales/use tax.
Commencement Date (start of "Original Term"): _____ Due Date: The payment due date will be the _____ day of the month.

2. UNCONDITIONAL OBLIGATIONS. You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) no statement made by the Supplier is binding on Us, (c) Your obligations to Us are unconditional despite any Equipment failure or any other adverse condition, (d) We are not a party to any contract you may have with the Supplier, and no breach by the Supplier will excuse You from performing Your obligations to Us, and (e) if the Equipment is unsatisfactory or if the Supplier fails to fulfill any obligation to You, You agree not to make any claim against Us and to continue performing hereunder.

3. TERM; AUTOMATIC RENEWAL. This Lease will begin on a date set by Us after We sign below ("Commencement Date") and will continue for the number of months shown above ("Original Term"). "Present Term" means the term presently in effect at any time. Unless You notify Us in writing at least 60 days, but not more than 120 days, before the end of a Present Term that You intend to return the Equipment at the end of such Present Term, then: (a) this Lease will automatically renew for an additional one-year period (each, a "Renewal Term"), (b) each renewal Lease Payment will be 90% of each Lease Payment that was due during the immediately preceding Present Term, and (c) the other terms of this Lease will continue to apply, if You do notify Us in writing within the time set forth above that You intend to return the Equipment at the end of a Present Term, then, immediately upon the expiration of such Present Term, You shall return the Equipment pursuant to Section 5 below.

4. PAYMENTS. Lease Payments and other charges are payable in advance periodically as set forth above. Restrictive endorsements on Your checks are not binding. Payments will be applied to past-due and current-due charges in such order as We determine. Any security deposit or estimated future Governmental Charge paid by You is non-interest bearing, and at the end of the Lease, the unused portion (if any) will be returned to You. If You pay late, You shall also pay a late fee of 10% of the amount that is late or \$29, whichever is more, plus (ii) interest of 1.5% per month on the part of the payment that is late ("Time-Value interest") until the date paid, if any check is dishonored, You shall pay Us a fee of \$20. We may add finance charges to any amount We advance on Your behalf.

5. EQUIPMENT. We are not responsible for delivery or installation of the Equipment. You shall not remove the Equipment from the Equipment Location without Our prior permission. We may inspect the Equipment with prior notice, and You agree to pay Our costs, whether prior to or after the Commencement Date. We will hold title to the Equipment (excluding any software) during the Lease. You agree that the Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to any liens or encumbrances. You represent that the Equipment will not be used for personal, family or household purposes. At Your own cost, You shall maintain the Equipment and keep it in good and warrantable condition, ordinary wear and tear excepted ("Good Condition"). If You are required to return the Equipment under Section 11, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3, (i) it must be received by Us in Good Condition within 15 days after the expiration of the Present Term, (ii) if it is either not received by that time or not received in Good Condition, You agree to continue paying Lease Payments and all other amounts due hereunder until the Equipment is received and accepted (or put) by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand.

6. NO WARRANTIES. We are leasing the equipment to You "as is". We have not made and hereby disclaim any and all warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. You agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You hereby waive all rights and remedies under UCC 2A-303 and 2A-508 through 522. If it is determined that this is other than a "lease" Article 2A, You hereby grant Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You may contact the Supplier for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Supplier or manufacturer.

7. INDEMNIFICATION. We are not liable for any claims, damages (whether direct, indirect, incidental or consequential), losses or costs made against or incurred by You relating to the Equipment or this Lease. You shall indemnify and defend Us against any and all claims, damages, losses and costs (including reasonable attorneys' fees) made against or incurred by Us relating to the Equipment or this Lease.

8. RISK OF LOSS; INSURANCE. You shall have the risk of loss and damage to the Equipment and shall continue performing Your obligations to Us if it is damaged or there is a loss. You agree to keep the Equipment insured against all risks of loss/damage ("Property Insurance") in an amount equal to its full replacement cost, with Us named as sole loss payee, and (ii) carry public liability insurance ("Liability Insurance") in an amount acceptable to Us, with Us named as additional insured. Unless We notify You in writing otherwise, You have the following options. Option #1: You may provide Us with written proof of insurance, which shall contain terms acceptable to Us. You hereby appoint Us Your attorney-in-fact to sign Your name to any documents in order to make claims for or receive insurance benefits under such policy. Option #2: You may have Us obtain other coverage to protect Our interests ("Other Insurance"), in which case We will bill You periodically for the cost thereof plus an administrative fee and a profit component. Unless You either (i) notify Us in writing that You have chosen Option #1 and provide Us with written proof of such insurance or (ii) notify Us in writing that You have chosen Option #2, then We may, at Our option, obtain Other Insurance and charge You the amounts specified above. We are not obligated to obtain, and may cancel at any time, Other Insurance. Any Other Insurance need not protect Your interests. The amounts charged for Other Insurance may be more than the cost You would incur in obtaining insurance. Any Other Insurance may be acquired from an affiliate of Ours.

9. ASSIGNMENT. You shall not sell, transfer, assign, pledge or otherwise encumber (collectively, "Transfer"), or sublease, any Equipment or this Lease in whole or in part. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights but none of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. TAXES; OTHER FEES. You are responsible for all taxes and governmental charges relating to the Equipment or this Lease (collectively, with such taxes, "Governmental Charges"). If We pay any Governmental Charges, You agree to reimburse Us upon demand. We may periodically bill You for, and You agree to promptly pay, estimated future Governmental Charges. You appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us (i) a fee for preparing and filing personal property tax returns, (ii) for all costs of filing, amending and releasing UCC financing statements and a fee for each such filing, and (iii) a processing fee of \$75.00 to cover Our investigation and other administrative costs in originating this Lease. You agree that the fees set forth in this Lease may include a profit component.

11. DEFAULT. You will be in default if, with respect to this Lease or any other agreement between You and Us, You fail to pay any sum within 15 days of the due date or fail to perform or observe any other obligation. If You default, You agree We may do any or all of the following: (A) cancel this Lease, (B) require You to return the Equipment, (C) enter Your premises and repossess the Equipment, (D) require You to pay to Us on demand an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all remaining Lease Payments for the Present Term plus Our residual interest in the Equipment as shown in Our records, discounted at a rate of 6% per annum, (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above until the date paid, and (iv) all other amounts that may later become due hereunder, and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees) and reasonable expenses of repossessing and remarketing the Equipment, plus Time-Value Interest on such amounts until the date paid.

12. MISCELLANEOUS. This Lease shall be deemed to be performed in Polk County, Iowa (the place of Our chief executive office and the place where We will administer Your lease account), and the Lease shall be governed by the laws of the State of Iowa, but without regard to Iowa's choice-of-law laws. All legal actions relating to this Lease shall be venued exclusively in a state or federal court located in Polk County. You consent to personal jurisdiction in such courts. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action. This Lease may be executed in counterparts, all of which together shall constitute the same document. You agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Lease. If it is determined that any amount charged under this Lease is greater than the amount allowed by law, including any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then any Excess Amount will be waived (or, if the Excess Amount was paid, it will be applied to past-due amounts, if any, or else refunded).

Accepted by Wells Fargo Financial Leasing, Inc., the lessor,
400 Locust St, Suite 500, Des Moines, Polk County, Iowa 50309
By: [Signature] (Date) 12/15/04

Lessee: Taylor Bean & Whitaker Mortgage Corp
By: X [Signature] 12/15/04 (Date)
Print Name: Keith Sutton Title: Manager

PERSONAL GUARANTY: Guarantor, to induce Wells Fargo Financial Leasing, Inc. ("WFFL") to enter into the above Lease, hereby unconditionally and irrevocably guarantees to WFFL that the above Lessee will pay all sums due under the above Lease when due and perform all other obligations to WFFL thereunder. Guarantor agrees that he/she will be bound by all amendments to the Lease. If the Lessee defaults under the Lease, Guarantor agrees to cure such default promptly upon demand. WFFL may proceed against Guarantor without first proceeding against the Lessee or the Equipment or other collateral. Guarantor agrees to reimburse WFFL for all expenses of enforcement of the Lease and this Guaranty, including, without limitation, reasonable attorneys' fees. This Guaranty shall be governed by the laws of the State of Iowa without regard to its choice-of-law rules. All legal actions relating to this Guaranty shall be venued exclusively in a state or federal court located in Polk County, Iowa, and Guarantor hereby consents to personal jurisdiction in such courts. Guarantor and WFFL hereby waive their respective rights to a trial by jury in any action between them. Guarantor authorizes WFFL to obtain personal information about Guarantor from any consumer reporting agency.

Guarantor Signature: X [Signature] Print name: _____

Equipment Delivery and Acceptance Certificate

Lease No.: 3247 Schedule No. (if applicable): _____
 Lessee: Taylor Bean & Whitaker Mortgage Corp Lessor: Wells Fargo Financial Leasing

The above Lessee hereby represents and certifies to Lessor, and agrees, that:

1. All equipment and software (if applicable) (collectively the "Goods") set forth in the above-described Lease and/or Schedule (if applicable) (collectively the "Lease Agreement") have been fully delivered to the Lessee, has been fully installed, have been inspected and tested by the Lessee and are operating to the Lessee's complete satisfaction. The Lessee hereby accepts the Goods and agrees that such acceptance is unconditional and cannot be revoked for any reason.

2. The Lessee hereby acknowledges and agrees: (a) that it has reviewed and understands all of the terms and conditions of the Lease Agreement; (b) it was not induced to sign this Certificate by any assurances of the Lessor or anyone else; and (c) the Lessee signed the Lease Agreement and understands that the Lease Agreement cannot be revoked or cancelled or terminated early for any reason.

3. The Lessee agrees the Lessor may insert the Lease Number and Schedule Number at any time including after the Lessee's signature of this Certificate and that a facsimile of this document containing a facsimile of the Lessee's signature shall be considered as valid and binding as the original for all purposes, including without limitation, the rules of evidence applicable to proceedings in a court of law.


Authorized Signature of Lessee

12-15-04
Date

Itemization

Lessee Name: Taylor Bean & Whitaker Mortgage

Account Number: XXX-XXX3247-XXX

Receivable Balance	\$	<u>866.70</u>
Insurance	\$	<u>14.39</u>
Personal Property Tax	\$	<u>-</u>
Miscellaneous Charges	\$	<u>-</u>
Late Charges	\$	<u>-</u>
Residual	\$	<u>1,596.13</u>
Security Deposit	\$	<u>-</u>
Total amount of claim	\$	<u>2,477.22</u>
Pre-Petition amount	\$	<u>-</u>