

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

PROOF OF CLAIM

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

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

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

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

5041 ASSOCIATES

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

Name and address where notices should be sent:

5041 ASSOCIATES
P.O. BOX 31063
RAVENH, N.C. 27622
919-880-2391

Court Claim Number: _____
(if known)

Telephone number:

Filed on: _____

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

CLAIM FILED
JACKSONVILLE, FLORIDA

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.

Telephone number:

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

1. Amount of Claim as of Date Case Filed: \$ 0 SEP 18 2009

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.

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

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

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.

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.

Specify the priority of the claim.

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

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

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

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).

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

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

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:

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).

Value of Property: \$ _____ Annual Interest Rate _____ %

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

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: \$ _____

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

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

Amount entitled to priority:

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

\$ _____

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

*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.

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 9/15/09

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

JERRY A. COOK

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

T, B & W Mortgage Corp.



00075

NORTH CAROLINA

NEW HANOVER COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1st day of January, 2008, by 5041 ASSOCIATES (a partnership) existing under the laws of North Carolina, with an office in the city of Wilmington, State of North Carolina (hereinafter called "Landlord") and Taylor, Bean & Whitaker (hereinafter called "Tenant").

WITNESSETH: That the Landlord in consideration of the rent hereinafter reserve and of the covenants hereinafter contained, does hereby demise, let, rent, and lease unto the Tenant and the Tenant does take, rent, and lease from the Landlord that portion in the premises known as suite 210, 5041 NEW CENTER DRIVE, located in the city of Wilmington, county of New Hanover as shown on the attached floor plan as "Exhibit A" (Approximately 1574 SF) of said building to be used and occupied for business and professional offices, and not otherwise, for a term hereinafter set forth in the lease, at the initial annual rental of: Twenty-Six Thousand Seven Hundred Fifty-eight and 00/100 (\$26,758.00) dollars, payable to the Landlord or his agent in equal monthly installments of (\$ 2,230.00) dollars in advance without demand; on the first day of each and every calendar month during said term at the office of the Landlord or at such other place or to such other person or corporation as the Landlord may from time to time designate in writing.

At the end of each twelve-month period during the term of this lease, the annual rent will increase by three percent (3%) over the previous twelve-month period. The rent during the second year of the lease will be: \$ 2,297.00/month; the third year: \$ 2,366.00/month; the fourth year: \$ 2,437.00/month; the fifth year: \$ 2,510.00/month; the sixth year: \$ 2,585.00 etc. The Landlord agrees to one (1) Three-year option to renew at the previously stated 4th, 5th and 6th year monthly lease rates.

The term of this lease shall commence on the 1st day of January 2008 and shall expire Three (3) years from the commencement date, or in the event the leased premises cannot be available to the Tenant on the above mentioned date this lease shall commence 10 days after the Landlord has notified the Tenant that the Leased premises are available for occupancy by the Tenant. If such expiration date shall be any other than the last day of the month, the terms of the lease shall be extended to an expire on the last day of the month in which the expiration date set forth herein falls. Taylor, Bean & Whitaker will have access to the space, at time of lease execution and payment of the security deposit, at no charge to complete their interior and equipment installation. Landlord agrees to install new carpet, and paint demising walls prior to the lease commencement date.

THE PARTIES HERETO FURTHER HEREBY COVENANT AND AGREE AS FOLLOWS:

1. That the Tenant will pay the rent regularly and promptly as hereinbefore provided. Time is of the essence of this agreement and if Landlord elects to accept rent after the fifth (5th) day of the month, a late charge of \$ Fifty and 00/100 dollars (\$50.00) will be due as additional rent and in the event Tenant's check is dishonored by the bank, Tenant agrees to pay Landlord \$ Twenty-Five and 00/100 dollars (\$25.00) as handling charge and if appropriate, a late charge. Returned checks must be redeemed by a Bank Check or money order. In the event more than one check is returned, Tenant agrees to pay all future rents and charges in the form of a Bank Check or money order.

2. SECURITY DEPOSIT: Tenant, contemporaneously with the execution of the lease, has deposited with Landlord a security deposit in the amount of Twenty-Three Hundred Sixty-Six and 00/100 dollars (\$2,366.00) receipt of which is hereby acknowledged by Landlord. The Landlord shall hold the security deposit as security of the faithful performance by Tenant to be kept and performed before, during and after the term hereof. In the event Tenant shall comply with all terms, covenants and conditions of this lease and shall surrender the leased premises to Landlord at the expiration of the lease in the same condition as at the beginning -normal wear excepted- Landlord will return the security deposit, or any balance thereof not previously applied to the Tenant after the date fixed at the end of the lease.

3. The Landlord agrees that it will, without additional charge, provide lighting, heating and air conditioning as required for ordinary and normal office needs as required in an office building. Such services to be provided to Tenant during the usual business hours, Monday thru Friday of each week, except on legal holidays. In the event Tenant shall install any unusual or extraordinary electrical equipment which result in increased cost to the Landlord, then the Landlord may require Tenant to make additional payments for the extra electrical current required.

4. The Landlord agrees, at its sole cost and expense, to cause the demise office area to be cleaned on business days in the evening and that it will remove from the demised area refuse and rubbish once daily. It will also at its expense keep and maintain the building and its common and/or public fixtures, appurtenances, systems and facilities in good working order and repair and will make all interior and exterior repairs as and when needed and will also repair all building materials, fixtures and equipment required for the normal use of the demised premises by the Tenant: provided, however that the Landlord shall not be liable and is hereby expressly relieved from liability, loss or for damage to the person or property of the Tenant in or about the leased premises owned by Landlord or Tenants agents, employees or any person claiming by or thru said Tenant, unless caused by the negligence of the Landlord or its agents, or for any interruption or failure of any of the services referred to in this paragraph occurring thru no fault of Landlord, nor shall any deduction or

year during the term of the lease or any renewals, shall exceed the amount of taxes on the real property attributable to the tax base year, then the Tenant shall pay to the Landlord as additional rent of January 1 of the following year a sum equal to the difference multiplied by the following percentage: 1574_square feet/25,200 square feet. It is hereby understood and agreed that should the Tenant not have been in possession of the premises for the entire year, he will only be liable for the same proportion of such sum as the time of his occupancy bears to the total year. The Tenant's obligation to Landlord as set forth herein are to service the expiration date of this lease and expiration date of any renewal term.

15. FOR THE PURPOSE OF THIS SECTION, THE PARTIES HAVE AGREED; the term "EXPENSE BASE YEAR" shall mean the expense year beginning 1 January 2008. The term "expenses" shall mean the total of the amount of expenses paid or incurred by the Landlord in the actual operation of the real property for electricity, gas, water, trash, sewage fees, maintenance labor and supplies and equipment, cleaning labor, supplies and equipment cost, management and secretarial labor - but excluding partnership salaries. If the expense in any subsequent year to the expense base year shall be greater than the expenses in the expense year, during the term of the lease or any renewals, then the Tenant shall pay to the Landlord as additional rent on January 1 of the following year a sum equal to the difference multiplied by the following percentage: 1574_square feet/25,200 square feet. It is hereby understood and agreed that should the Tenant not have been in possession of the premises for the entire year, he will only be liable for the same proportion of such sum as the time of his occupancy bears to the total year. The Tenant's obligation to Landlord as set forth herein are to survive the expiration date of this lease and expiration date of any renewal term.

16. The Landlord may at its election estimate the amount by which the taxes payable by the Tenant exceed the taxes for the tax base year and may likewise estimate by which expenses exceed expenses of the expense base year and may add one-twelfth of the estimate of the annual total of such taxes and expenses to the monthly rent commencing at any time after the end of the first tax base year and first expense base year. Such amount shall be payable monthly by the Tenant when other rents required hereunder are payable. Such additional amounts shall be adjusted annually in January of each year whereby the amount paid by the Tenant to defray the extra cost of taxes and expense would be the same as if such payment were made annually as required by paragraphs 14 and 15 above.

17. The failure of either party to insist in any instance on strict performance of any covenant hereof or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in an instance. No modification of any provision hereof and not cancellation or surrender hereof shall be valid unless in writing and signed by the parties.

18. All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heir's, executors, administrators, successors, and assigns of such parties, except that an assignee of Landlord's interest in the lease for security purposes shall not be liable for the performance of Landlord's obligation unless and until such assignee become the owner of the building, and then only for so long as such assignee is such owner.

19. If the space leased herein contains less than one thousand (1000) square feet, Landlord reserves the right to move Tenant to other space in said building on thirty (30) days notice. Tenant to have the option with in ten (10) days from said notice to agree with Landlord upon the new space. In case Landlord and Tenant do not agree within ten (10) days upon relocation, then this lease shall become null and void and of no further effect at the expiration of thirty (20) days from the date of said notice. Landlord agrees to pay expenses, not exceeding the amount of one month's rental, of moving Tenant to the new space in said building as agreed upon.

20. Subletting & Assignment - See Addendum C

IN WITNESS WHEREOF the parties hereto have signed and sealed this instrument of day and year above written.

5041 ASSOCIATES (Landlord)
P.O. Box 31063
Raleigh, NC 27622

TENANT: Taylor. Bean & Whitaker
Address

BY: _____
Jerry Cook
Ph# 919-880-2391

BY: _____
ATTEST: Rick Lamz
TITLE: President

INITIAL LANDLORD TENANT

RULES AND REGULATIONS ANNEXED TO THE LEASE - ADDENDUM B

It is the sincere desire of the Owner and the Management that the building be a source of comfort, satisfaction and pleasure to you and your assistants and to those who have occasion to visit your offices. To make it so, your assistance and cooperation are requested. Until further notice, the building shall operate under the following rules and regulations:

A. The entrance, corridors, stairways and elevator shall be under the exclusive control of the Landlord and shall not be obstructed, nor used by the Tenant for any purpose other than egress and egress to and from leased premises.

B. The Tenant shall neither place nor permit to be placed any signs, advertisements, or notices in or upon any part of the building, except on the door of the leased premises. All such door signs shall be approved by Landlord. The Landlord shall have the right to remove all other signs.

C. The Tenant shall not put up, nor operate any engine, boiler, dynamo, or machinery of any kind nor carry on any mechanical business in said premises, nor place any explosive, nor use any kerosene or oils, or burning fluids, in said premises without first obtaining written consent of the Landlord.

D. Should Tenant desire an iron safe for depositing valuables and/or securities, the Landlord shall have the right to prescribe its weight, size and proper position.

E. No nails or screws shall be nailed or screwed into any walls or wood work except those necessary for pictures.

F. If Tenant desires telephonic or telegraphic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without written directions, no boring or cutting for wires will be permitted.

G. The leased premises shall not be used for the purpose of lodging or sleeping rooms, nor in any way to damage the reputation of the building; and the Tenant shall not disturb, nor permit the disturbance of, other Tenants by the use of musical instruments or any unseemly noise, nor by any interference whatever; and nothing shall be placed or permitted upon the outside windows or window sills.

H. No person or persons, other than employees of the building, shall be employed by the Tenant for the purpose of cleaning or taking care of such premises without the written consent of the Landlord. Any person so employed by the Tenant (with written consent of the Landlord) shall be subject to, and under the control and direction of the Landlord in the use of the building and its facilities.

I. The Landlord shall have the right to exclude or reject from the building animals of every kind (work animals of the handicap excepted), birds, bicycles and all canvassers and other person who conduct themselves in such a manner as to be -in the judgment of the Landlord- and annoyance to the Tenants or a detriment to the building.

J. No additional locks shall be placed upon all doors of said premises, without first obtaining the written consent of the Landlord, and the Tenant will not permit any duplicate keys to be made (All necessary keys are to be furnished by the Landlord), but if more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of the lease, the Tenant shall surrender all keys to the premises and of said building.

K. All areas of said building is and shall remain smoke free.

L. No guns or weapons of any type - concealed or not - are not permitted in any portion of said building or upon the grounds of said building.

M. The Landlord shall have the right to make such other and further reasonable rules and regulations as, in the judgment of the Landlord, may from time to time be needed for the safety, care, cleanliness and enjoyment of the premises and for the preservation of good order therein.

End.

INITIAL:  LANDLORD  TENANT

9/15/09

RE: OFFICE SPACE -

5041 NEW CENTRE DRIVE

WILMINGTON, NC. 28403

OWNER: 5041 ASSOCIATES

BOX 31063

RAHEIGH, NC. 27622

ENCLOSED/ATTACHED.

- PROOF OF CLAIM
- COPY OF LEASE

NOTE: RENT PAID THRU AUGUST 2009

RENT NOT PAID FOR SEPTEMBER '09

THANKS FOR YOUR HELP.

JERRY A. COOK 919-880-2391