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| UNITED STATES BANKRUPTCY COURT Middle District of Florida | | PROOF OF CLAIM |
| Name of Debtor: Taylor, Bean & Whitaker Mortgage Corp | | Case Number: 09-07047 |
| <i>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.</i> | | |
| Name of Creditor (the person or other entity to whom the debtor owes money or property): GreatAmerica Leasing Corporation | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ |
| Name and address where notices should be sent: GreatAmerica Leasing Corporation PO Box 609, Cedar Rapids, IA 52406 | | |
| Telephone number: (866) 735-1525 | | |
| Name and address where payment should be sent (if different from above): JACKSONVILLE, FLORIDA | | <input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. |
| CLAIM FILED | | |
| OCT 05 2009 | | |
| Telephone number: CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA | | |
| 1. Amount of Claim as of Date Case Filed MIDDLE DISTRICT OF FLORIDA <u>14,803.83</u> | | 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> 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. |
| 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. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. | | |
| 2. Basis for Claim: <u>Leased equipment</u> (See instruction #2 on reverse side.) | | |
| 3. Last four digits of any number by which creditor identifies debtor: <u>427604, 428756</u> 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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Value of Property: \$ <u>Unknown</u> Annual Interest Rate <u>Inclusive</u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ | | |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. | | |
| 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: | | |
| Date: 09/21/2009 | 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. Debbie Burns - Litigation Assistant <i>Debbie Burns</i> | FOR COURT USE ONLY T, B & W Mortgage Corp.  00126 |

| | | |
|--------------------------------------|----------------------------------|------------------|
| Name: | Taylor, Bean & Whitaker Mortgage | |
| Lease Number | 427604, 428756 | |
| Date: | 09/21/2009 | |
| Unpaid Rentals | \$ | 9,715.68 |
| Residual (Purchase Option) | \$ | 3,264.68 |
| Sales Tax | \$ | 908.64 |
| Misc Fees (cert. mail, return check) | | |
| Insurance Fees | \$ | 31.34 |
| Litigation Fees | | |
| Excess Copy Charge | | |
| Billed PPTX | \$ | 218.60 |
| Estimated PPTX | \$ | 582.20 |
| Accrued Late Charges | \$ | 82.69 |
| Proceeds from Sale of Equipment | | |
| Security Deposit on File | | |
| Total Claim Amount | \$ | 14,803.83 |



Lease Agreement

LESSOR GreatAmerica Leasing Corporation®
625 First Street SE, Cedar Rapids, IA 52401
PO Box 609, Cedar Rapids, IA 52406-0609

OCT 01 2007

Agreement No. 427604

| | | | |
|--|---|---|------------------------------|
| LESSEE (hereinafter referred to as "You" or "Your") | | ORIGINAL | |
| Full Legal Name Home Mortgages Company | | | |
| Address 1651 Mount Vernon Road Suite 200 | | City Dunwoody | State Zip County GA 30338 |
| VENDOR (Vendor is not GreatAmerica's Agent nor is Vendor authorized to waive or alter any terms of this Lease) CCF of Atlanta, Inc. | | EQUIPMENT LOCATION (if other than above) 1651 Mount Vernon Road | |
| TERMS AND CONDITIONS - PLEASE READ CAREFULLY BEFORE SIGNING | | | |
| DESCRIPTION OF EQUIPMENT LEASED - <input type="checkbox"/> See attached schedule for additional equipment | | | |
| Quantity | Type, Make, Model Number and included accessories | Serial # | |
| 1 | Copystar 7530 copier system | A3002363 | |
| 39 MONTHLY RENTAL PAYMENTS OF \$ 225.00 plus tax | | SECURITY DEPOSIT \$ | |
| PURCHASE OPTION: (CHECK ONE) <input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> \$1.00 or <input type="checkbox"/> OTHER (_____ % of equipment cost) | | | |
| <p>LEASE AGREEMENT AND FEES: You want to acquire the Equipment from Vendor by having Us, GreatAmerica, buy the Equipment and lease it to You. This Lease Agreement ("Lease") will begin on the date the Equipment is delivered to You (or any later date We designate). We may charge You a reasonable fee to cover documentation and investigation costs. This Lease is NON-CANCELABLE FOR THE ENTIRE LEASE TERM. YOU UNDERSTAND WE ARE ACQUIRING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS LEASE, WITHOUT SET-OFFS, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT. If any amount payable to Us is not paid when due, You will pay Us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge; whichever is less.</p> <p>NO WARRANTY: You are leasing the Equipment AS IS. We did not manufacture it. You chose the Equipment and Vendor based on Your judgment. You may contact the Vendor for a statement of the warranties, if any, that the manufacturer or Vendor is providing. We hereby assign to You any warranties given to Us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any dispute You may have concerning the Equipment will be resolved with the manufacturer or Vendor.</p> <p>EQUIPMENT USE AND REPAIR: The Equipment shall be used for business purposes only and the risk of non-compliance with any applicable laws is Yours. You shall keep the Equipment in good working order and not move it without Our written acknowledgment. Except for normal wear and tear, You are responsible for any damage or loss to the Equipment. We are not responsible for, and You will indemnify Us against, any claims, losses or damages, including attorney's fees, in any way relating to or connected with a defect in, or the use, possession or existence of, the Equipment. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.</p> <p>END OF TERM: If You fail to 1) return the Equipment to Us in average saleable condition ("ASC") to a location specified by Us at the end of the Lease term (or any renewal term); 2) timely pay the purchase option; or 3) provide Us written notice at least 60 days before the expiration of the term or renewal term, then this Lease will renew on the same terms on a monthly basis. "ASC" means the Equipment is immediately available for use by another without need of repair. You will reimburse Us for repair costs. If You are not in default at the end of the Lease term, You may purchase the Equipment from Us "WHERE IS, AS IS" for the option price indicated above, if any, and any security deposit (which may be commingled with Our other assets) will be refunded without interest. You may not pay off this Lease prior to the end of the Lease term without Our consent and We may charge You, in addition to the other amounts owed, an early termination fee equal to five percent (5%) of the amount We paid for the Equipment.</p> <p>OWNERSHIP/SECURITY INTEREST: If a \$1 purchase option applies above, then You are the owner of the Equipment and You hereby grant Us a security interest in it to secure Your performance of this Lease. If the \$1 option does not apply, then We own the Equipment. We may file a UCC financing statement to show Our interest hereunder.</p> <p>SOFTWARE: Except as provided in this paragraph, all references to "Equipment" include any software. We do not own the software. We are not responsible for the software or the obligations owed by either You or the licensor under any license agreement. If You exercise a purchase option on the Equipment, You understand We cannot transfer the software to You.</p> <p>INSURANCE: You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Lease, and thereafter upon Our written request; (d) if You fail to obtain and maintain property loss insurance satisfactory to Us and/or You fail to provide proof of such insurance to Us within thirty (30) days of the commencement of the Lease, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Lease plus Our estimated residual value, both discounted at 6% per year.</p> <p>TAXES: You will pay when due all taxes and fees relating to the Equipment and this Lease. If You have a \$1 purchase option, You agree (except in OR, CO or CT) to file any required personal property tax returns. Sales or use tax due up front will be billed monthly, plus a finance charge.</p> <p>DEFAULT: If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, You will be in default. If You default, We may require that You: 1) pay all past due amounts under this Lease, 2) pay all future amounts owed for the unexpired term, plus Our booked residual, discounted at the rate of 6% per annum, and 3) return the Equipment to Us. We may also use any and all remedies available to Us under the UCC or any other law, including the right to repossess the Equipment. You agree to pay all costs and expenses, including attorney's fees, We incur in any dispute related to this Lease. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest lawful rate.</p> <p>ASSIGNMENT: You have no right to sell, assign or sublease the Equipment or this Lease. WE MAY SELL OR ASSIGN THIS LEASE OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS LEASE, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS AND WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY OTHER PARTY.</p> <p>WAIVER OF ARTICLE 2A RIGHTS: You agree that this Lease is (and/or shall be treated as) a "finance lease" as that term is defined in Article 2A of the UCC. You hereby waive any and all rights and remedies granted to You by Sections 2A-508 through 2A-522 of the UCC.</p> <p>MISCELLANEOUS: You agree that this Lease is the entire agreement between You and Us and supersedes any purchase order. Any change must be in a writing signed by each party. The original of this Lease shall be that copy which bears a facsimile or original of Your signature, and which bears Our original signature. ANY CLAIM RELATED TO THIS LEASE WILL BE GOVERNED BY IOWA LAW AND WILL BE ADJUDICATED IN A STATE OR FEDERAL COURT LOCATED IN CEDAR RAPIDS, IOWA, OR IN THE CITY IN WHICH OUR ASSIGNEE'S PRINCIPAL OFFICE IS LOCATED. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.</p> | | | |
| <p>THIS LEASE IS NOT BINDING ON US UNTIL WE SIGN BELOW.</p> <p>LESSOR: GreatAmerica Leasing Corporation</p> <p>By: <u>[Signature]</u> Date Accepted: _____</p> <p>Print Name & Title: _____</p> | | <p>THIS LEASE IS NON-CANCELABLE FOR THE FULL LEASE TERM.</p> <p>LESSEE (As Stated Above - by its undersigned authorized representative)</p> <p>X <u>[Signature]</u> Date: <u>9-6-07</u></p> <p>Print Name & Title: <u>Rick Lanz - President</u></p> | |
| UNCONDITIONAL GUARANTY | | | |
| <p>The undersigned jointly and severally if more than one, unconditionally guarantee(s) that the Lessee will timely perform all obligations under this Lease. The undersigned also waive(s) any notification if the Lessee is in default and consent(s) to any extensions or modifications granted to the Lessee. In the event of default, the undersigned will immediately pay all sums due under the terms of this Lease without requiring Lessor to proceed against Lessee, any other party or the Equipment. The undersigned consents to personal jurisdiction, venue, choice of law and jury trial waiver as stated in the "Miscellaneous" paragraph above and agrees to pay all costs and expenses, including attorney's fees, incurred by Lessor related to this guaranty and the Lease.</p> <p>X <u>[Signature]</u> Individually X _____ Individually</p> | | | |
| CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT | | | |
| <p>The Lessee hereby certifies that the Equipment has been delivered to/received at the location specified above, is installed, is in good working order, and is unconditionally accepted.</p> <p>X _____ Date: _____</p> | | | |

Corporate Guaranty

This Corporate Guaranty dated 9-6, 2007 (the "Guaranty") is executed by the entity identified below (the "Guarantor") in favor of GreatAmerica Leasing Corporation ("Obligee").

Home Mortgages Company ("Obligor")

and Obligee are parties to that certain agreement providing for payments by Obligor to Obligee with respect to the use or acquisition of certain equipment and/or other assets, which agreement is identified in Obligee's records as Agreement No. 427804 (the "Agreement"). Guarantor has agreed, under the terms set forth herein, to guarantee Obligor's obligations to Obligee. Guarantor understands that the guarantee of Obligor's obligations is a critical factor in Obligee's credit assessment and has been relied upon by Obligee in its decision to enter into the Agreement.

For good and valuable consideration, the adequacy of which Guarantor acknowledges, Guarantor hereby promises as follows:

1. Guarantor hereby unconditionally guarantees, as a direct and primary obligation, the full and timely performance of all payment and nonpayment obligations owed by Obligor to Obligee, including those that arise under the Agreement and those that arise under any prior existing or future agreements entered into between Obligor and Obligee (each a "Guaranteed Agreement"). Guarantor also agrees to pay all of Obligee's out-of-pocket expenses, including attorney's fees, incurred by Obligee in connection with the enforcement of this Guaranty.

2. This is a guarantee of payment, not collection. If a default occurs under a Guaranteed Agreement, GreatAmerica may, in its discretion, immediately proceed directly against the Guarantor to recover all amounts then owing from Obligor to Obligee. Obligee may do this without first: (x) proceeding against Obligor or any other party; or (y) exercising any rights against the equipment that is subject to the Guaranteed Agreement. Guarantor hereby waives any rights it may have to receive notice of acceptance, presentment, demand, protest or defaults. Guarantor also acknowledges that its obligations under this Guaranty will not be diminished (and may be increased) by any of the following occurrences, whether or not Obligor receives notice of them: (a) any amendments, modifications, extensions or other changes to a Guaranteed Agreement made by Obligee and Obligor; or (b) any concessions, waivers or accommodations made by either Obligee or Obligor.

3. This Guaranty contains the entire understanding of the parties with respect to the guarantee of Obligor's obligations to Obligee under the Guaranteed Agreements and supersedes any prior discussions, negotiations, representations, agreements or understandings. Any modification, change or amendment to this Guaranty may be made only in a writing signed by the Guarantor and Obligee. A waiver by Obligee of a specific right or its failure to promptly and fully exercise its rights under this Guaranty at one point in time shall not preclude it from doing so in the future. This Guaranty is freely assignable by Obligee, but no Guarantor may assign this Guaranty or any of the obligations hereunder to any party without Obligee's prior written consent. This Guaranty shall bind the Guarantor's respective administrators, representatives, successors and authorized assigns. If any term of this Guaranty is held to be invalid, the remainder of this Guaranty shall not be affected. This Guaranty may be executed by facsimile signature and such a copy shall be treated as an original for all purposes. Any claim arising under or related to this Guaranty will be governed by the laws of the State of Iowa, and will be adjudicated in a state or federal court located in Cedar Rapids, Iowa. Guarantor hereby consents to personal jurisdiction and venue in any such court and waives any right to transfer venue. Guarantor also waives any right to a jury trial.

AUTHORIZED SIGNATURE OF GUARANTOR

GUARANTOR: Taylor Bean & Whitaker Mortgage Corp
(Print Name of Entity)

By: [Signature] Treasurer
(Signature) (Print Name and Title)



Lease Agreement

LESSOR GreatAmerica Leasing Corporation®
625 First Street SE, Cedar Rapids, IA 52401
PO Box 609, Cedar Rapids, IA 52406-0609

Agreement No. 428756

OCT 01 2007

ORIGINAL

LESSEE (hereinafter referred to as "You" or "Your")
Full Legal Name: HMC-Home Mortgages Co
Address: 3325 Paddocks Parkway Suite 390
City: Suwanee, State: GA, Zip: 30024
VENDOR (Vendor is not GreatAmerica's Agent nor is Vendor authorized to waive or alter any terms of this Lease): CCF of Atlanta, Inc.
EQUIPMENT LOCATION (if other than above): 3325 Paddocks Parkway Suite 390

TERMS AND CONDITIONS - PLEASE READ CAREFULLY BEFORE SIGNING

DESCRIPTION OF EQUIPMENT LEASED - See attached schedule for additional equipment

Table with 3 columns: Quantity, Type, Make, Model Number and included accessories, Serial #. Row 1: 1 Copystar 5050 copier system, K7804118

39 MONTHLY RENTAL PAYMENTS OF \$ 382.23 plus tax SECURITY DEPOSIT \$

PURCHASE OPTION: (CHECK ONE) [X] FAIR MARKET VALUE [] \$1.00 or [] OTHER (% of equipment cost)

LEASE AGREEMENT AND FEES: You want to acquire the Equipment from Vendor by having Us, GreatAmerica, buy the Equipment and lease it to You. This Lease Agreement ("Lease") will begin on the date the Equipment is delivered to You...

OWNERSHIP/SECURITY INTEREST: If a \$1 purchase option applies above, then You are the owner of the Equipment and You hereby grant Us a security interest in it to secure Your performance of this Lease...

option, You agree (except in OR, CO or CT) to file any required personal property tax returns. Sales or use tax due up front will be billed monthly, plus a finance charge.

DEFAULT: If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, You will be in default. If You default, We may require that You: 1) pay all past due amounts under this Lease, 2) pay all future amounts owed for the unexpired term, plus Our booked residual, discounted at the rate of 6% per annum, and 3) return the Equipment to Us...

NO WARRANTY: You are leasing the Equipment AS IS. We did not manufacture it. You chose the Equipment and Vendor based on Your judgment. You may contact the Vendor for a statement of the warranties, if any, that the manufacturer or Vendor is providing. We hereby assign to You any warranties given to Us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE...

SOFTWARE: Except as provided in this paragraph, all references to "Equipment" include any software. We do not own the software. We are not responsible for the software or the obligations owed by either You or the licensor under any license agreement. If You exercise a purchase option on the Equipment, You understand We cannot transfer the software to You.

ASSIGNMENT: You have no right to sell, assign or sublease the Equipment or this Lease. WE MAY SELL OR ASSIGN THIS LEASE OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS LEASE, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS AND WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY OTHER PARTY.

EQUIPMENT USE AND REPAIR: The Equipment shall be used for business purposes only and the risk of non-compliance with any applicable laws is Yours. You shall keep the Equipment in good working order and not move it without Our written acknowledgment. Except for normal wear and tear, You are responsible for any damage or loss to the Equipment. We are not responsible for, and You will indemnify Us against, any claims, losses or damages, including attorney's fees, in any way relating to or connected with a defect in, or the use, possession or existence of, the Equipment. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

INSURANCE: You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Lease, and thereafter upon Our written request; (d) if You fail to obtain and maintain property loss insurance satisfactory to Us and/or You fail to provide proof of such insurance to Us within thirty (30) days of the commencement of the Lease, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Lease plus Our estimated residual value, both discounted at 6% per year.

WAIVER OF ARTICLE 2A RIGHTS: You agree that this Lease is (and/or shall be treated as) a "finance lease" as that term is defined in Article 2A of the UCC. You hereby waive any and all rights and remedies granted to You by Sections 2A-508 through 2A-522 of the UCC.

END OF TERM: If You fail to 1) return the Equipment to Us in average salable condition ("ASC") to a location specified by Us at the end of the Lease term (or any renewal term); 2) timely pay the purchase option; or 3) provide Us written notice at least 60 days before the expiration of the term or renewal term, then this Lease will renew on the same terms on a monthly basis. "ASC" means the Equipment is immediately available for use by another without need of repair. You will reimburse Us for repair costs. If You are not in default at the end of the Lease term, You may purchase

TAXES: You will pay when due all taxes and fees relating to the Equipment and this Lease. If You have a \$1 purchase

MISCELLANEOUS: You agree that this Lease is the entire agreement between You and Us and supersedes any purchase order. Any change must be in a writing signed by each party. The original of this Lease shall be that copy which bears a facsimile or original of Your signature, and which bears Our original signature. ANY CLAIM RELATED TO THIS LEASE WILL BE GOVERNED BY IOWA LAW AND WILL BE ADJUDICATED IN A STATE OR FEDERAL COURT LOCATED IN CEDAR RAPIDS, IOWA, OR IN THE CITY IN WHICH OUR ASSIGNEE'S PRINCIPAL OFFICE IS LOCATED. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

THIS LEASE IS NOT BINDING ON US UNTIL WE SIGN BELOW. LESSOR: GreatAmerica Leasing Corporation

THIS LEASE IS NON-CANCELABLE FOR THE FULL LEASE TERM. LESSEE: (As Stated Above) by its undersigned authorized representative)

By: [Signature] Date Accepted:
Print Name & Title:

X [Signature] Date: 9-11-07
Print Name & Title: Rick Lemitz Resident

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Lessee will timely perform all obligations under this Lease. The undersigned also waive(s) any notification if the Lessee is in default and consent(s) to any extensions or modifications granted to the Lessee. In the event of default, the undersigned will immediately pay all sums due under the terms of this Lease without requiring Lessor to proceed against Lessee, any other party or the Equipment. The undersigned consents to personal jurisdiction, venue, choice of law and jury trial waiver as stated in the "Miscellaneous" paragraph above and agrees to pay all costs and expenses, including attorney's fees, incurred by Lessor related to this guaranty and the Lease.

X [Signature] Individually X [Signature] Individually

CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT

The Lessee hereby certifies that the Equipment has been delivered to/received at the location specified above, is installed, is in good working order, and is unconditionally accepted.

X Date:

OCT 01 2007

Corporate Guaranty

This Corporate Guaranty dated 9-12-, 2007 (the "Guaranty") is executed by the entity identified below (the "Guarantor") in favor of GreatAmerica Leasing Corporation ("Obligee").

HMC-Home Mortgages Co ("Obligor")

and Obligor are parties to that certain agreement providing for payments by Obligor to Obligee with respect to the use or acquisition of certain equipment and/or other assets, which agreement is identified in Obligee's records as Agreement No. 428756 (the "Agreement"). Guarantor has agreed, under the terms set forth herein, to guarantee Obligor's obligations to Obligee. Guarantor understands that the guarantee of Obligor's obligations is a critical factor in Obligee's credit assessment and has been relied upon by Obligee in its decision to enter into the Agreement.

For good and valuable consideration, the adequacy of which Guarantor acknowledges, Guarantor hereby promises as follows:

1. Guarantor hereby unconditionally guarantees, as a direct and primary obligation, the full and timely performance of all payment and nonpayment obligations owed by Obligor to Obligee, including those that arise under the Agreement and those that arise under any prior existing or future agreements entered into between Obligor and Obligee (each a "Guaranteed Agreement"). Guarantor also agrees to pay all of Obligee's out-of-pocket expenses, including attorney's fees, incurred by Obligee in connection with the enforcement of this Guaranty.

2. This is a guarantee of payment, not collection. If a default occurs under a Guaranteed Agreement, GreatAmerica may, in its discretion, immediately proceed directly against the Guarantor to recover all amounts then owing from Obligor to Obligee. Obligee may do this without first: (x) proceeding against Obligor or any other party; or (y) exercising any rights against the equipment that is subject to the Guaranteed Agreement. Guarantor hereby waives any rights it may have to receive notice of acceptance, presentment, demand, protest or defaults. Guarantor also acknowledges that its obligations under this Guaranty will not be diminished (and may be increased) by any of the following occurrences, whether or not Obligor receives notice of them: (a) any amendments, modifications, extensions or other changes to a Guaranteed Agreement made by Obligee and Obligor; or (b) any concessions, waivers or accommodations made by either Obligee or Obligor.

3. This Guaranty contains the entire understanding of the parties with respect to the guarantee of Obligor's obligations to Obligee under the Guaranteed Agreements and supersedes any prior discussions, negotiations, representations, agreements or understandings. Any modification, change or amendment to this Guaranty may be made only in a writing signed by the Guarantor and Obligee. A waiver by Obligee of a specific right or its failure to promptly and fully exercise its rights under this Guaranty at one point in time shall not preclude it from doing so in the future. This Guaranty is freely assignable by Obligee, but no Guarantor may assign this Guaranty or any of the obligations hereunder to any party without Obligee's prior written consent. This Guaranty shall bind the Guarantor's respective administrators, representatives, successors and authorized assigns. If any term of this Guaranty is held to be invalid, the remainder of this Guaranty shall not be affected. This Guaranty may be executed by facsimile signature and such a copy shall be treated as an original for all purposes. Any claim arising under or related to this Guaranty will be governed by the laws of the State of Iowa, and will be adjudicated in a state or federal court located in Cedar Rapids, Iowa. Guarantor hereby consents to personal jurisdiction and venue in any such court and waives any right to transfer venue. Guarantor also waives any right to a jury trial.

AUTHORIZED SIGNATURE OF GUARANTOR

GUARANTOR: Taylor Bean Whitaker Mortgage Corp
(Print Name of Entity)

By: X [Signature]
(Signature)

Ray Bowman - President
(Print Name and Title)

ORIGINAL