

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): Executive Search Partners, LLC

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

Name and address where notices should be sent: P. O. Box 2827 Hickory, NC 28603 Telephone number: (828) 322-1412

CLAIM FILED JACKSONVILLE, FLORIDA OCT 08 2009

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above): CLERK, U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF 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: \$ 40,500.00

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.

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.

Specify the priority of the claim.

2. Basis for Claim: Services performed (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: 8554

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:

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: \$

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).

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

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

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.)

Amount entitled to priority:

\$

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

If the documents are not available, please explain:

\*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.

FOR COURT USE ONLY

Date: 10/02/2009

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.

Edward L. Long, Owner of Executive Search Partners, LLC

T, B & W Mortgage Corp.



00134

**Executive Search Partners, LLC -- Timeline**

- 8/4/2009**                    **Check for \$40,500.00 from Taylor, Bean & Whitaker Mortgage Corp. deposited to Executive Search Partners, LLC Account #0005104761250**
- Copy of check and deposit receipt attached showing the funds would be available 8/6/2009**
- 8/10/2009**                    **Received "BB&T Reasonable Cause Hold Notice" stating they delayed the availability of the funds until 8/17/09 - copy attached**
- 8/10/2009**                    **Received Notice of Non-Sufficient Funds from BB&T stating they were charging \$35.00 fee - copy attached**
- 8/11/2009**                    **Received Notice of Non-Sufficient Funds from BB&T stating they were charging another \$35.00 fee - copy attached**
- 8/13/2009**                    **Received the returned Taylor, Bean & Whitaker check from BB&T - copy attached**
- Copy of Executive Search Partners, LLC bank account statement attached showing the monies deposited to the account on 8/4/09 and on 8/7/09 taken from the account. This also shows the refund of the two \$35.00 NSF fees by BB&T**
- 8/10/2009**                    **Email from Karey Holland, Director of Human Resources at Taylor, Bean stating she would do anything she could to insure payment.**



**EXECUTIVE SEARCH PARTNERS, LLC**  
**"ESP"**

P. O. Box 2827, Hickory, North Carolina 28603  
Telephone: 828-322-1412 / Facsimile: 828-330-0239

**CONTINGENCY FEE SCHEDULE AND GUARANTEE**

Position: National Underwriting Manager  
Client Company: Taylor Bean & Whitacker  
Term:

1. The fee for services is on a contingency basis and is payable when your company engages the services of a candidate that has been referred to you, directly or indirectly, through our efforts. The fee is payable should you or one of your affiliates engage such a candidate for any position within one year after our most recent communication relating to such candidate.
2. The fee for services, unless otherwise agreed upon, will be computed as a percentage of the candidate's base salary. Our fee for services rendered will be 18% of candidate's base income.
3. We will invoice you for our services upon our candidate's acceptance of an offer of employment from your company. Our terms are "NET DUE UPON RECEIPT OF THE INVOICE". All fees must be received by us within thirty (30) days of the starting date in order to validate the 90-day guarantee policy.
4. We offer a 90-day guarantee on all candidates placed with your company if you validate the

guarantee policy by paying the fee within thirty (30) days of starting date. In the event an employee hired through us terminates or is terminated from his or her position of employment, we will endeavor via our resources to replace the individual at no additional charge, provided you notify us, in writing, of all of the facts relating to the termination of said employment within five business days after said termination. This guarantee is not applicable if employment is terminated due to lack of work or elimination of position.

5. If the fee is paid in advance of the starting date and the individual placed with the company does not report to work due to no fault of the company, 100% of the client's fee will be refunded immediately.

6. The full fee will be charged if an offer of employment is extended by your company, accepted by the candidate and subsequently rescinded by your company through no fault of the candidate.

**PLEASE SIGN AND RETURN FOR OUR RECORDS**

  
\_\_\_\_\_  
Executive Search Partners, LLC

  
\_\_\_\_\_  
Authorized Client Company Representative

Date: 7/23/09

Date: \_\_\_\_\_

**Joyce Kessler**

---

**From:** "Joyce Kessler" <JoyceKessler@charter.net>  
**To:** <kholland@taylorbean.com>  
**Sent:** Thursday, July 23, 2009 3:59 PM  
**Attach:** Inv\_2\_from\_Executive\_Search.pdf  
**Subject:** Invoice for Mark Brown

Dear Karey:

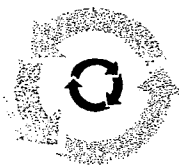
The invoice is attached for Mark Brown. Please remit payment at your earliest convenience.

Thank you for your business. I appreciate it very much and look forward to working with you in the future.

Sincerely,

Ed Long  
Executive Search Partners, LLC  
828-322-1412

8/27/2009



# Executive Search Partners, LLC

P. O. Box 2827  
Hickory, NC 28603

Invoice

Date	Invoice #
7/23/2009	2

Bill To
Taylor Bean & Whitaker Karey Holland HR Director 315 NE 14th Street Ocala, FL 34470

Description	Amount
Candidate: Mark Brown, National Underwriting Manager Atlanta, GA First Year's Base Compensation: \$225,000 State Date: August 3, 2009  Fee calculated at 18% of Base Salary	40,500.00

Taxpayer EIN# 27-0168554		<b>Total</b>	\$40,500.00
Phone #	E-mail	<b>Payments/Credits</b>	\$0.00
828-322-1412	edlong@embarqmail.com	<b>Balance Due</b>	\$40,500.00

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER. SEE BACK FOR DETAILS

00268746

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.  
Operating Check Account  
315 NE 14th Street  
Ocala, Florida 34470  
(352) 351-1109

Colonial Bank  
Orlando, Florida  
Void after 90 days

62-479622

DATE	CHECK NO.	AMOUNT
7/29/2009	268746	\$*****40500.00

PAY Forty Thousand Five Hundred and 00/100 ----- US Dollars

TO THE Executive Search Partners, LLC  
ORDER PO Box 2827  
OF Hickory, NC 28603



MEMO: Invoice 2

⑆00268746⑆ ⑆062204792⑆ 8027707028⑆

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

00268746

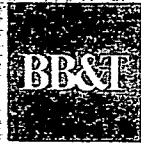
REF. NO.	INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
01223758	2	7/23/2009	40500.00	40500.00	0.00	40500.00



1-800-BANK BBT  
1-800-226-5228

# TRANSACTION RECEIPT

All items are credited subject to payment.



BBT.com

Learn more about Online Statements and  
Mobile Banking at BBT.com

Location/Date/Transaction #

Amount

C002800186  
Rev. 05/15/08

6022901 835380 004 00024 9:10 08/04/09  
XXXXXXXXXX1250 DEPOSIT \$40,500.00

**DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL**

BBT Member FDIC

Branch Banking & Trust

6022901 835380 004 00024 9:10 08/04/09

Deposit

\$40,500.00

DDA XXXXXXXXXXX1250

Deposits may not be available for  
immediate withdrawal.

BB&T NOTICE OF HOLD

WE ARE DELAYING THE AVAILABILITY  
OF \$40,400.00 FROM YOUR  
DEPOSIT. YOUR FUNDS WILL BE AVAILABLE  
ON 08/06/2009.

Thank you for banking with BB&T.

BRANCH BANKING AND TRUST CO.  
OPERATIONS CENTER  
P.O. BOX 819  
WILSON, NC  
27894-0819

*rec'd 8/10*

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
BB&T

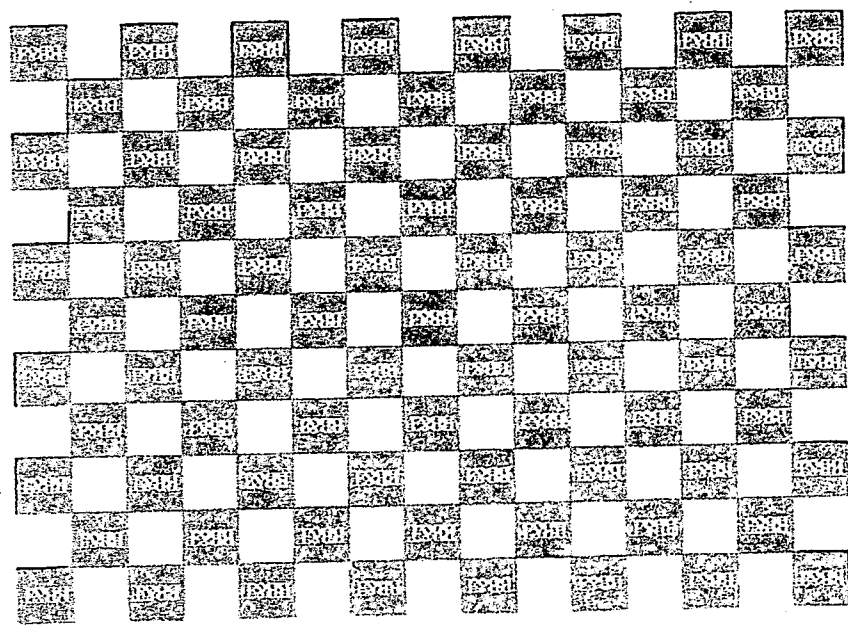
08/07/09

0530-01-01-00 15701 5055

**IMPORTANT NOTICE INSIDE**

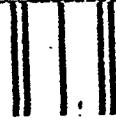
EXECUTIVE SEARCH PARTNERS LLC  
1207 HIDDEN CREEK CIR  
HICKORY NC 28602-9704

FAYNSP1 28602





# BB&T



PLACE  
STAMP  
HERE

Sign up for BB&T Alerts today and get INSTANT notifications of your account activity. You can set your preferences to be sent an alert via e-mail or text message the moment your balance drops below a certain amount or when you are charged a fee.

*rec'd 8/10*

BB&T PHONE24  
2586 JAMES B WHITE HWY  
WHITEVILLE, NC 28472-8974

To enroll in BB&T Alerts:

1. Logon/enroll in BB&T Online® on BBT.com
2. Click "BB&T Alerts" on the BB&T OnLine overview page
3. Register your email address/phone number and set your preferences

I would like more information about Alerts and BB&T OnLine.

Best time to call: \_\_\_\_\_



### NOTICE OF NON-SUFFICIENT FUNDS

BB&T OF NORTH CAROLINA

XXXXXXXX61250

CHECK NO.

AMOUNT

ITEMS RETURNED

1008

\$40,500.00

ON 08-06-09 1 ITEM(S) TOTALING \$40,500.00  
 WAS/HERE PRESENTED FOR PAYMENT. OF THESE,  
 0 ITEM(S) FOR \$0.00 WERE PAID AND  
 1 ITEM(S) FOR \$40,500.00 WERE RETURNED.  
 YOUR ACCOUNT XXXXXXXX61250 WAS CHARGED A  
 NON-SUFFICIENT FUNDS FEE OF \$35.00

PLEASE CONTACT YOUR LOCAL BRANCH WITH QUESTIONS.



**BB&T REASONABLE CAUSE HOLD NOTICE**

*rec'd 8/10*

Please be advised that we are delaying the availability of funds from your deposit on 8/4/09 for a check in the amount of \$40500.00. These funds will be available on 8/17/09 should the item not be returned to BB&T. The reason for this delay is that information from the paying bank indicates this check is being returned.

You were not provided this Notice of Hold at the time we received your deposit. If the deposited check is paid, any fees imposed for overdrafts or returned checks that result solely from the additional delay will be refunded. To obtain a refund of such fees, please contact your local BB&T branch.

EXECUTIVE SEARCH PARTNERS LLC  
1207 HIDDEN CREEK CIR  
HICKORY NC 28602-9704

Account Number (last 4 digits): 1250  
Check Number(s): 268746  
Hold Amount: \$40500.00

BRANCH BANKING AND TRUST CO.  
OPERATIONS CENTER  
P.O. BOX 819  
WILSON, NC  
27894-0819

*rec'd 8/11*

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
BB&T

08/08/09

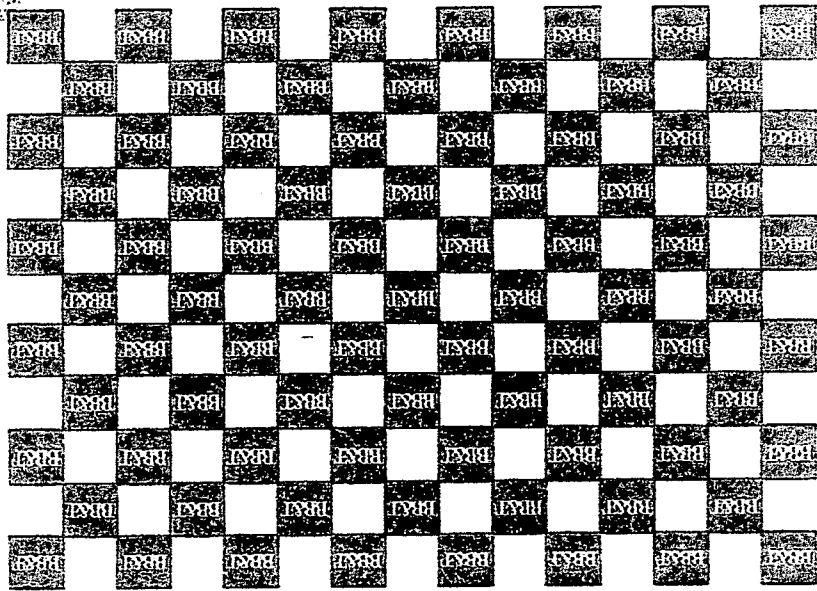
15701

5140

**IMPORTANT NOTICE INSIDE**

EXECUTIVE SEARCH PARTNERS LLC  
1207 HIDDEN CREEK CIR  
HICKORY NC 28602-9704

FAYNSP1 2



# BB&T



PLACE  
STAMP  
HERE

Sign up for BB&T Alerts today and get INSTANT notifications of your account activity. You can set your preferences to be sent an alert via e-mail or text message the moment your balance drops below a certain amount or when you are charged a fee.

*rec'd 8/11*

BB&T PHONE24  
2586 JAMES B WHITE HWY  
WHITEVILLE, NC 28472-8974

- To enroll in BB&T Alerts:
1. Logon/enroll in BB&T Online® on BBT.com
  2. Click "BB&T Alerts" on the BB&T OnLine overview page
  3. Register your email address/phone number and set your preferences

I would like more information about Alerts and BB&T OnLine.

Best time to call: \_\_\_\_\_



### NOTICE OF NON-SUFFICIENT FUNDS

BB&T OF NORTH CAROLINA

DATE: 08-07-09

ACCOUNT NUMBER: XXXXXXXX61250

1 ITEM WAS PRESENTED FOR PAYMENT AGAINST YOUR ACCOUNT WITH NON-SUFFICIENT FUNDS. BB&T PAID THE ITEM RESULTING IN AN OVERDRAFT. PLEASE MAKE A DEPOSIT TO COVER YOUR OVERDRAFT IMMEDIATELY.

YOUR ACCOUNT HAS BEEN CHARGED THE FOLLOWING:

#### SUMMARY

TOTAL ITEM AMOUNT	\$40,500.00
OVERDRAFT FEE	\$35.00

PLEASE CONTACT YOUR LOCAL BRANCH WITH QUESTIONS.



FOR QUESTIONS - CALL  
(800) 395-4086

0005104761250

Rec'd 8/13 1.062

0530-01-01-00 15701 R  
EXECUTIVE SEARCH PARTNERS LLC  
1207 HIDDEN CREEK CIR  
HICKORY NC 28602-9704



Your return deposited item fees have  
been passed to Account Analysis.

REASON  
REFER TO MAKER

SEQ #  
006790

ITEM AMOUNT  
40,500.00

1 Item(s) charged totaling \$40,500.00

\*053101121\*  
08/07/2009  
000007605252315

This is a LEGAL COPY  
of your check. You can  
use it the same way  
you would use the  
original check.

RETURN REASON-S  
REFER TO MAKER

053101121\* 08/04/2009  
000007605252315

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER. SEE BACK FOR DETAILS

Check Bank  
Check Number  
Valid after 90 days 00268746

**TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**  
Operating Check Account  
315 NE 14th Street  
Ocala, Florida 34470  
(352) 351-1109

DATE	CHECK NO	AMOUNT
7/29/2009	268746	\$*****40500.00

Forty Thousand Five Hundred and 00/100----- US Dollars

Executive Search Partners, LLC  
PO Box 2827  
Hickory, NC 28603

MEMO: Invoice 2

*[Signature]*

⑈00268746⑈ ⑆062204792⑆ 8027707028⑈

⑈00268746⑈ ⑆062204792⑆ 8027707028⑈ ⑈0004050000⑈

Some or all of the checks you receive back from us may be substitute checks. A new federal law permits banks to replace an original check with a "Substitute Check." A Substitute Check is a copy of the original check but is treated as the original check for all purposes. The substitute check will be an accurate copy of the front and back of the original check and contain the words: "This is a legal copy of your check. You can use it the same way you would use the original check."

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If you lose money because you received a substitute check, you may have the right to file a claim for an expedited refund if:

- I. The substitute check was incorrectly charged to your account;
- II. You lost money as a result of the substitute check being charged to your account; and
- III. You need the original check or a better copy of the original check to demonstrate that we incorrectly charged your account.

You may make a claim by calling us at 1-800-682-6921, or by visiting your local B&B branch location. You must make your claim within 40 calendar days of the later of: the date that we delivered the account statement showing the charge that you are disputing, or the date on which we made the substitute check available to you. Refunds are limited up to the amount of the substitute check, plus interest if your account earns interest. If there is a valid reason that you cannot make your claim by the required day you may be given additional time. Your expedited claim must:

- 1. Describe why you think the charge to your account was incorrect;
- 2. Estimate how much money you have lost because of the substitute check charge;
- 3. Explain why the substitute check is not sufficient to show whether or not the charge to your account was correct; and
- 4. Provide us with a copy of the substitute check or give us information that will help us to accurately identify the substitute check.

We will investigate your claim promptly. If we conclude that we incorrectly charged your account, we will provide a refund for your loss up to the amount of the substitute check, plus interest if your account earns interest, within one business day of making that decision. If we conclude that we correctly charged your account, we will send you a notice that explains the reason for our decision and include either the original check or a better copy of the original check than the one you already received. If we have not made a decision on your claim within 10 business days after you submitted it, we will provisionally refund the amount of your claim, up to \$2,500, plus interest. If we have not issued our decision by the 45th day after you have submitted your claim, we will refund any remaining amount over the \$2,500, plus interest. If we refund your account, we will send you a notice on the next business day that tells you the amount of your refund and the date on which you may withdraw that amount. Normally, you may withdraw your refund on the business day after it is credited to your account. In limited cases, we may delay your ability to withdraw up to the first \$2,500 of the refund until the earlier of these two dates:

- 1) The day after we determine that your claim is valid; or
- 2) The 45th calendar day after the day that you submitted your claim.

We may reverse any refund and interest that we have given you if we later determine that the substitute check was correctly charged to your account. If we reverse a refund, we will send you within one business day the original check or a better copy of the original check than the one you previously received and explain why the substitute check was correctly charged to your account, and the amount and date of the reversal. Your rights under this section are governed by the "Check 21 Act" and any implementing regulations.



\*053101121\* 06/04/2009  
 000007605252315  
 00000001505009944  
 061000146 06/07/2009  
 6413462734  
 053000206 06/07/2009  
 6231620660  
 \*053101121\* 06/07/2009  
 0000007605252315

ENDORSE HERE  
 Deposit only  
 DO NOT SIGN, WRITE, STAMP OR MARK THIS LINE  
 ON FINANCIAL INSTITUTION CHECKS ONLY

0620012319 06/05/2009  
 00000001505009944  
 061000146 06/07/2009  
 6413462734  
 053000206 06/07/2009  
 6231620660  
 \*053101121\* 06/07/2009  
 0000007605252315

↓Do not endorse or write below this line.↓

Bank of NC  
Account Transaction History

08/19/2009

AIF Name EXECUTIVE SEARCH PARTNERS LLC

Page 1

1207 HIDDEN CREEK CIR  
HICKORY NC 28602-9704

Account # 0005104761250

Posting Date	Effective Date	Debit Credit	Tran Code	Description	Reference #	Check/ Serial #	Amount	Ending Balance
08/04/2009	08/04/2009	C	0013	DEPOSIT	7605252314	0	\$40,500.00	\$43,097.01
08/07/2009	08/07/2009	D	8900	NSF Item Return Fee (\$35/Item)NSF ITEM	0	0	\$35.00	\$43,062.01
08/07/2009	08/07/2009	D	6801	RETURN FEE (\$35/ITEM)	113066	6790	\$40,500.00	\$2,562.01
08/07/2009	08/07/2009	D	0895*	RETURN DEPOSIT ITEM	0	35	\$35.00	\$2,527.01
08/11/2009	08/11/2009	C	0025	OVERDRAFT ITEM PAID FEE	34558	0	\$35.00	\$2,562.01
08/11/2009	08/11/2009	C	4950	NSF CHARGE REFUND	34558	0	\$35.00	\$2,597.01
08/11/2009	08/11/2009	C	4950	OVERDRAFT CHARGE REFUND	34558	0	\$35.00	\$2,597.01
08/18/2009	08/18/2009	D	7599	BILL PYMT Embarq 1009 CONVERTED	9013539214	1009	\$120.92	\$2,476.09
08/18/2009	08/18/2009	D	7599	CHECK - ARC	9013539214	1009	\$120.92	\$2,476.09
07/09/2009	07/09/2009	D	0031	BILL PYMT Embarq 1007 CONVERTED	7903933240	1006	\$39.99	\$2,814.57
07/09/2009	07/09/2009	D	0031	CHECK - ARC	7903933240	1006	\$39.99	\$2,814.57
07/10/2009	07/10/2009	D	7511	BILL PYMT Embarq 1007 CONVERTED	2904750983	1005	\$71.00	\$2,743.57
07/10/2009	07/10/2009	D	7511	CHECK - ARC	2904750983	1005	\$71.00	\$2,743.57
07/16/2009	07/16/2009	D	7599	BILL PYMT Embarq 1007 CONVERTED	6011140348	1007	\$146.56	\$2,597.01
07/16/2009	07/16/2009	D	7599	CHECK - ARC	6011140348	1007	\$146.56	\$2,597.01

Please be aware that the Ending Balance only reflects items posted. It does not include holds or unavailable deposit funds that may reduce the available balance used to pay items.

© 2009 BB&T, Member FDIC.

*Copy of Executive Search Partners  
bank account printed by  
Mary Beth Smith @ BB&T*

*8/4 deposit  
8/6 available  
8/7 taken from account*

## **Edward Long**

---

**From:** "Holland, Karey" <Kolland@taylorbean.com>  
**To:** "Edward Long" <ellong@charter.net>  
**Cc:** <edlong@embarqmail.com>  
**Sent:** Monday, August 10, 2009 4:53 PM  
**Subject:** RE: Invoice for Mark Brown

I received the invoice and have sent it to accounting. I will do anything I can to ensure payment.  
Thanks!

Karey Holland  
Director - Human Resources  
Taylor, Bean & Whitaker  
ext 11014  
p: 352-671-0014  
f: 352-690-0514

---

**From:** Edward Long [mailto:ellong@charter.net]  
**Sent:** Monday, August 10, 2009 3:54 PM  
**To:** Holland, Karey  
**Cc:** edlong@embarqmail.com  
**Subject:** Invoice for Mark Brown

Karry,

Please be advised that the check for the above subject invoice was returned for insufficient funds.

Please note per our agreement that if the candidate starts and is terminated for lack of work the commission is still due.

Please reference paragraphs 4 and 6 of our agreement.

I will call you tomorrow about our conversation this afternoon.

Regards,

Ed Long  
Executive Search Partners, LLC  
828-322-1412