



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
<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): Citizens State Bank Norwood Young America		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: 409 Faxon Road, PO Box 789 Norwood Young America, MN 55368		Court Claim Number: _____ (If known)
Telephone number: (952) 467-3000		Filed on: _____
CLAIM FILED JACKSONVILLE, FLORIDA JAN 26 2010		<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.
Name and address where payment should be sent (if different from above): CLERK, U.S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>4,000.00</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.
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 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>mortgage note</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> 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: <u>9087</u>		<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).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> 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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> 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: \$ _____		<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).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).
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:		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____
Date: <u>01/25/2010</u>		FOR COURT USE ONLY T, B & W Mortgage Corp.  00790
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. Joseph A. Pfeilsticker, Financial Services Mortgage Officer 		

ANNE K. O'LAUGHLIN
JEREMY M. O'LAUGHLIN
1272 W 2ND ST.
WINONA, MN 55987

75-21/919
399736

2135

3249087

DATE 5/27/09

PAY TO THE ORDER OF

Taylor, Bean & Whitaker Mortgage Corp. \$ 1,400.00

one thousand four hundred & 00/100 DOLLARS



REWARDS PLUS

MEMO June Mortgage Payment

Anne O'Laughlin

⑆091900216⑆ 399 736⑆ 2135 ⑆0000140000⑆

TAYLOR, BEAN & WHITAKER

36/03/09 OPERATOR: 18

FOR DEPOSIT ONLY

935715264

05012999 094 114 489048 77 COLONIAL BANK

COLONIAL BANK ORLANDO FL
⑆0631132224⑆
3072070370

041

SLAVE BOARD OF GOVERNORS REG. CC

DEPOSIT HERE

ANNE K. O'LAUGHLIN
JEREMY M. O'LAUGHLIN
1272 W 2ND ST. 1727 Edgewood Pl.
WINONA, MN 55987

75-21/919
399736

2143

DATE: 6/26/09

REWARDS PLUS

PAY TO THE ORDER OF Taylor, Bean & Whitaker Mortgage Corp \$1,300.00
one thousand three hundred & 00/100 DOLLARS

2008 08 21 10 54 AM CDT

 **WINONA**
NATIONAL BANK
P.O. Box 499, Winona, MN 55987

REWARDS PLUS

Carol J. Laughlin

MEMO Loan # 3249087

⑆091900216⑆ 399 736⑈ 2143 ⑈0000130000⑈

TAYLOR, BEAN & WHITAKER

07/02/09 OPERATOR: 18

FOR DEPOSIT ONLY

8037152645

DEPOSIT HERE

06242909 106 106 417891 IT COLONIAL BANK LKBA

COLONIAL BANK CALADO FL
070399 2
0631132224
3070109040

SLAVE BOARD OF GOVERNORS REG. CC

Vertical text on the left side of the deposit slip, possibly a routing or account number.

Vertical text on the right side of the deposit slip, possibly a routing or account number.

ANNE K. O'LAUGHLIN
JEREMY M. O'LAUGHLIN
1272 W 2ND ST
WINONA, MN 55987

75-21/919
399736

2151

DATE 7/26/09

PAY TO THE ORDER OF

Taylor, Bean & Whitaker Mortgage Corp \$ 1,300 -

one thousand three hundred + 00/100 DOLLARS



WINONA
NATIONAL BANK

PO Box 499, Winona, MN 55987

MEMO # 3249087

REWARDS PLUS

Anne O'Laughlin

⑆091900216⑆ 399 736⑆ 2151 ⑆0000130000⑆

TAYLOR, BEAN & WHITAKER

08/04/09 OPERATOR: 12

FOR DEPOSIT ONLY

803715264

ENCLOSURE HERE

07018009 040 064 124188 IT COLONIAL BANK

COLONIAL BANK FLA
880589 2
⑆063113222⑆

⑆07018009⑆

713705

RESERVE BOARD OF GOVERNORS REG CC



409 Faxon Road P.O. Box 789
 Norwood Young America, Minnesota 55368-0789
 Phone: (952) 467-3000 EZ Bank: (952) 467-HELP (24 hour banking)
 Fax: (952) 467-3244 EZ Net www.CitizensStateBankNYA.com



JEREMY M O'LAUGHLIN
 ANNE K O'LAUGHLIN
 1727 EDGEWOOD RD
 WINONA MN 55987

STATEMENT PERIOD: 04/17/2009 - 01/25/2010

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ACCRUAL LOANS 78297 (YEAR-TO-DATE INTEREST: 790.67) 500 00/00 12 NC

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	DATE	BALANCE
PREVIOUS BALANCE				04/16/2009	.00
ANNUAL PERCENTAGE RATE = 4.8750%		PERIODIC RATE = .013542%		04/17/2009	.00
PREVIOUS RATE = 0.0000%					
NEW LOAN	196,563.00+			04/17/2009	196,563.00
INTEREST ONLY PMT		367.55		04/17/2009	196,563.00
INTEREST ONLY		798.54		06/01/2009	196,563.00
PRINCIPAL ONLY PMT	241.69-			06/01/2009	196,321.31
PRINCIPAL ONLY PMT	117.11-			06/01/2009	196,204.20
INTEREST ONLY		797.08		07/01/2009	196,204.20
PRINCIPAL ONLY PMT	243.15-			07/01/2009	195,961.05
PRINCIPAL ONLY PMT	17.11-			07/01/2009	195,943.94
INTEREST ONLY		796.02		08/01/2009	195,943.94
PRINCIPAL ONLY PMT	244.21-			08/01/2009	195,699.73
PRINCIPAL ONLY PMT	17.11-			08/01/2009	195,682.62
INTEREST ONLY		794.96		09/08/2009	195,682.62
PRINCIPAL ONLY PMT	17.11-			09/08/2009	195,665.51
PRINCIPAL ONLY PMT	245.27-			09/08/2009	195,420.24
INTEREST ONLY		793.89		10/01/2009	195,420.24
PRINCIPAL ONLY PMT	17.11-			10/01/2009	195,403.13
PRINCIPAL ONLY PMT	246.34-			10/01/2009	195,156.79
INTEREST ONLY		792.82		10/30/2009	195,156.79
PRINCIPAL ONLY PMT	17.11-			10/30/2009	195,139.68
PRINCIPAL ONLY PMT	247.41-			10/30/2009	194,892.27
INTEREST ONLY		791.75		12/02/2009	194,892.27
PRINCIPAL ONLY PMT	17.11-			12/02/2009	194,875.16
PRINCIPAL ONLY PMT	248.48-			12/02/2009	194,626.68
INTEREST ONLY		790.67		01/04/2010	194,626.68
PRINCIPAL ONLY PMT	17.11-			01/04/2010	194,609.57
PRINCIPAL ONLY PMT	249.56-			01/04/2010	194,360.01

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CONTINUED ON PAGE ... 2

Please examine immediately and report if incorrect. If no reply is received within sixty (60) days the account will be considered correct.

In Case of Errors or Questions About Your Electronic Transfers (Consumer Entries Only)

Telephone us or write us at the telephone number or address listed on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days (five (5) business days if the transfer involved a point of sale transaction, twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (ninety (90) days for new accounts, point of sale or foreign initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 (ten) business days (five (5) business days if the transfer involved a point of sale transaction, twenty (20) business days for new accounts) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

YOUR EZ ACCESS (HOME EQUITY) AND EZ ADVANCE (OVERDRAFT PROTECTION/READY RESERVE) LOAN ACCOUNTS SUMMARY OF RIGHTS IS OUTLINED BELOW.

A full statement of your rights and our responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

If there is no outstanding loan balance in your account during any monthly billing cycle, you will pay no finance charge for that billing cycle. If you have an outstanding loan balance in your account during a monthly billing cycle, you will get a finance charge. Finance charges begin on the day a loan advance is posted to your account and are accrued for each day until payment is received in full.

The **FINANCE CHARGE** is computed on the principal balance each day by application of the daily periodic rate. To get the principal balance, we take the beginning balance of your account each day, add any new advances or debits and subtract any payments or credits. Each day, we multiply your daily balance by the periodic rate to get the finance charge for that day. Then we add together such daily finance charges during the statement cycle to arrive at the finance charge disclosed on your Monthly Statement. The minimum periodic payment required is shown on the front of this statement. The periodic rate may vary.

The average daily balance is displayed for informational purposes only, and is figured by adding all the daily unpaid balances for the billing cycle; then dividing the total by the number of days in the billing cycle.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at the address indicated on the front of this statement as soon as possible. We must hear from you no later than sixty (60) calendar days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- A description of the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE WRITTEN NOTICE.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on the bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

NOTE: Payments received after close of business shall be deemed received on the following business day for purposes of crediting your account.

HOW TO BALANCE YOUR ACCOUNT

1. Subtract from your check register any service, miscellaneous, or automatic charge(s) posted on this statement.
2. Mark (✓) your register after each check listed on front of statement.
3. Check off deposits shown on the statement against those shown in your check register.
4. Complete the form below.
5. The final "balance" in the form below should agree with your check register balance. If it does not, read "HINTS FOR FINDING DIFFERENCES" below.

HINTS FOR FINDING DIFFERENCES

Recheck all additions and subtractions or corrections. Verify the carryover balance from page to page in your check register. Make sure you have subtracted the service or miscellaneous charge(s) from your check register balance.

NEW BALANCE (Transfer amount from other side)		\$	
ADD			
	Deposits made since ending date on statement.		
SUBTOTAL		\$	
Checks not listed on this or prior statements			
NUMBER	AMOUNT		
	\$		
TOTAL CHECKS NOT LISTED			
Subtract total checks not listed from subtotal above.		\$	
BALANCE			

This should agree with your check register balance.



409 Faxon Road P.O. Box 789

Norwood Young America, Minnesota 55368-0789

Phone: (952) 467-3000

EZ Bank: (952) 467-HELP (24 hour banking)

Fax: (952) 467-3244

EZ Net www.CitizensStateBankNYA.com



JEREMY M O'LAUGHLIN
ANNE K O'LAUGHLIN
1727 EDGEWOOD RD
WINONA MN 55987

STATEMENT PERIOD: 04/17/2009 - 01/25/2010

SUMMARY:

ACCOUNT	PRINCIPAL	PRINCIPAL	TOTAL	TOTAL	LATE/MISC	ENDING
.....NUMBER.....	.ADDITIONS.	.REDUCTION.	.ESCROW.	.INTEREST.	..FEES...	..BALANCE..
A/L 78297	196,563.00	2,202.99	.00	6,723.28	.00	194,360.01

Please examine immediately and report if incorrect. If no reply is received within sixty (60) days the account will be considered correct.

In Case of Errors or Questions About Your Electronic Transfers (Consumer Entries Only)

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The **FINANCE CHARGE** is computed on the principal balance each day by application of the daily periodic rate. To get the principal balance, we take the beginning balance of your account each day, add any new advances or debits and subtract any payments or credits. Each day, we multiply your daily balance by the periodic rate to get the finance charge for that day. Then we add together such daily finance charges during the statement cycle to arrive at the finance charge disclosed on your Monthly Statement. The minimum periodic payment required is shown on the front of this statement. The periodic rate may vary.

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- A description of the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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If we find that we have made a mistake on the bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

NOTE: Payments received after close of business shall be deemed received on the following business day for purposes of crediting your account.

HOW TO BALANCE YOUR ACCOUNT

1. Subtract from your check register any service, miscellaneous, or automatic charge(s) posted on this statement.
2. Mark (✓) your register after each check listed on front of statement.
3. Check off deposits shown on the statement against those shown in your check register.
4. Complete the form below.
5. The final "balance" in the form below should agree with your check register balance. If it does not, read "HINTS FOR FINDING DIFFERENCES" below.

HINTS FOR FINDING DIFFERENCES

Recheck all additions and subtractions or corrections. Verify the carryover balance from page to page in your check register.

Make sure you have subtracted the service or miscellaneous charge(s) from your check register balance.

NEW BALANCE (Transfer amount from other side)		\$	
ADD			
Deposits made since ending date on statement.			
SUBTOTAL		\$	
Checks not listed on this or prior statements			
NUMBER	AMOUNT		
	\$		
TOTAL CHECKS NOT LISTED			
Subtract total checks not listed from subtotal above.		\$	
BALANCE			

This should agree with your check register balance.

Escrow Analysis

O'LAUGHLIN, JEREMY
 1727 EDGEWOOD ROAD
 WINONA, MN 55987

Disbursed Date 04/17/09
 First Pmt Date 06/01/09

Pmt #	Mo/Yr	Amount Collect	Amount Disbursed	Date Paid	Description	Cumulative Balance	CSBNYA Balance
Closing		\$196.98	\$0.00		3 mos HOI	\$196.98	\$196.98
Closing		\$531.00	\$0.00		3 mos RE taxes	\$727.98	\$727.98
Closing		(\$242.66)	\$0.00		Aggregate Adjustment	\$485.32	\$485.32
1.1	06/01/09	\$242.66	\$0.00		Payment Rcpt	\$727.98	\$485.32
2.1	07/01/09	\$242.66	\$0.00		Payment Rcpt	\$970.64	\$485.32
3.1	08/01/09	\$242.66	\$0.00		Payment Rcpt	\$1,213.30	\$485.32
4.1	09/01/09	\$242.66	\$0.00		Payment Rcpt	\$1,455.96	\$727.98
5.1	10/01/09	\$242.66	\$0.00		Payment Rcpt	\$1,698.62	\$970.64
5.2	10/01/09	\$91.36			GL #752590 Transfer - CSBNYA Advance for Shortage	\$1,789.98	\$1,062.00
5.3	10/01/09		\$1,062.00	01/08/09	RE Taxes \$1,062.00	\$727.98	\$0.00
6.1	11/01/09	\$242.66			Payment Rcpt	\$970.64	\$242.66
7.1	12/01/09	\$242.66			Payment Rcpt	\$1,213.30	\$485.32
8.1	01/01/10	\$242.66			Payment Rcpt	\$1,455.96	\$727.98

UFMIP / VAFF Holding Account

Closing Date	Borrower Name	Loan Number	Loan Amount	Insurance Amount	Insurance Type	Balance	Amount Paid	Date Paid
4/17/2009	O'Laughlin, Jeremy	3249087-TBW	\$196,563.00	\$4,063.75	VAFF	\$ 4,063.75		



January 25, 2010

Summary of Claim

Citizens State Bank Norwood Young America is filing this claim to recuperate funds we used to reconcile the loan for Jeremy and Anne O'Laughlin (#3249087).

Citizens State Bank had a correspondent lending agreement with Taylor, Bean & Whitaker to originate and sell loans to them through the Independent Community Bankers Association. This loan was originated and funded on April 17, 2009 and was never purchased by Taylor, Bean & Whitaker.

The O'Laughlin's made three payments to Taylor, Bean & Whitaker, totaling \$4,000.00 to be applied towards principal, interest, and an escrow account for property taxes and insurance. These payment were received by Taylor, Bean & Whitaker and I have enclosed the cancelled checks for evidence.

Citizens State applied funds from our general ledger to this account to make sure there were no delinquencies reported. We are making this claim to receive the funds back since Taylor, Bean & Whitaker accepted the payments and did not purchase the loan, therefore never applying the funds as they should have.

Please feel free to contact me with any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph A. Pfeilsticker', written in a cursive style.

Joseph A. Pfeilsticker, Financial Services Mortgage Officer

