

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): First Merchants Bank, N.A. f/k/a Lincoln Bank CLAIM FILED JUN 14 2010 JACKSONVILLE, FLORIDA

Name and address where notices should be sent: Gregory A. Huffman DeFur Voran LLP 400 South Walnut Street, Suite 200 Muncie, IN 47305 Telephone number: 765-288-3651

Name and address where payment should be sent (if different from above): Mr. Brad C. Wise, First Vice President P.O. Box 792 Muncie, IN 47308-0792 Telephone number: 765-378-8801

1. Amount of Claim as of Date Case Filed: \$ 119,585.23

2. Basis for Claim: See attached letter dated January 6, 2010 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: Lincoln Bank-Biggerstaff #7111310

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: \$

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$

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: 6/11/10 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 not address above. Attach copy of power of attorney, if any. First Merchants Bank, N.A. By Brad C. Wise, First Vice President

Traditional Values...

...Innovative Solutions



COPY

DEFUR·VORAN

Legal Advisors, Business Counselors and Neighbors

Gregory A. Huffman
Ghuffman@defur.com
Reply to Muncie Office
Direct: (765) 216-0172

January 6, 2010

Edward J. Peterson, III
STICHTER, RIEDEL, BLAIN & PROSSER, PA
110 East Madison Street – Suite 200
Tampa, FL 33602

815-229-0144

RE: Bankruptcy of Taylor, Bean & Whitaker Mortgage Corp.; Cause
No. 3:09-bk-07047-JAF in the United States Bankruptcy Court
for the Middle District of Florida (Jacksonville)

Dear Mr. Peterson:

This letter is a follow-up to our telephone conversation of last week concerning the Taylor, Bean & Whitaker Mortgage Corp. bankruptcy. We are the attorneys for First Merchants Bank, N.A., acquirer of Lincoln Bank. The main office of our client is located in Muncie, Indiana.

As we discussed by telephone, Lincoln Bank made a mortgage loan to George Biggerstaff. Our client assigned Account No. 7111310 to that mortgage loan. Subsequently our client sold that mortgage loan to Taylor, Bean & Whitaker Mortgage Corp. We understand Taylor, Bean & Whitaker referred to that obligation using the same account number, 7111310 and in correspondence with our client they referenced that loan as Lincoln Bank – Biggerstaff #7111310. TBW subsequently made a repurchase demand to my client on the above-referenced loan. They demanded our client buy back the loan for the sum of \$119,585.23. A copy of the letter dated June 15, 2009 of Ike Blanton, Associate Counsel, is enclosed demanding the repurchase. I also have a copy of an e-mail from Douglas R. Miller, Executive Vice President of TBW referencing the repurchase demand. I am also enclosing a copy of that e-mail. I am also enclosing a copy of an e-mail from Joel Dulmage of TBW referencing the repurchase demand.

On July 31, 2009, our client wire-transferred to TBW Investors Clearing the sum of \$119,585.23 to repurchase the note and mortgage. Evidence of that wire-transfer is enclosed with this letter. The money was received by TBW. In exchange for the wire-transfer, our client expected the mortgage and note to be re-assigned to it in order that it could service the Biggerstaff loan. Our client again became the owner of the note and mortgage on its payment to TBW of the \$119,585.23 on July 31, 2009.

Our client has subsequently learned that on August 5, 2009, that note and mortgage were sold to Bank of America. Bank of America has acknowledged to me that on August 5, 2009 they purchased from TBW the George Biggerstaff note and mortgage, Account No. 7111310. Bank of America is unwilling to

DeFur Voran LLP

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Edward J. Peterson, III
January 6, 2010
Page 2 of 2

disclose how much they paid for the note and mortgage or whether Mr. Biggerstaff is making the required payments on the note and mortgage. They did disclose, however, that the sale of the note and mortgage was in some way brokered by the US Department of Housing and Urban Development.

As one of the attorneys for Taylor, Bean & Whitaker Mortgage Corp. in its bankruptcy, we request your assistance in obtaining for my client that which it owns, the same being the note and mortgage of George Biggerstaff, Loan No. 7111310, which note and mortgage would show Lincoln Bank to be the mortgagee and lender. If you have recommendation as to how my client can obtain its property, we would gladly entertain those suggestions. We realize that our client is a creditor of Taylor, Bean & Whitaker Mortgage Corp. and we understand from the materials which we have received from BMC Group that no bar date has been yet issued to bar our client's filing of a claim in the amount of \$119,585.23. Because TBW apparently sold the note and mortgage on or about August 5, 2009 to Bank of America and did not at that time own the note and mortgage which it sold, a conversion has occurred. We believe the transaction should be set aside.

Your comments will be greatly appreciated. I realize from looking at the case history which we have printed from the Pacer system, that there have been, as of December 30, 2009, 831 different matters filed with the Bankruptcy Court relating to the TBW bankruptcy. Please let us know whether, in your opinion, any of those matters have dealt with or are currently dealing with an issue relevant to my client's claim as described in this letter.

Very truly yours,

DeFUR • VORAN LLP

Gregory A. Huffman

GAH:jak
Enclosures

cc: Brad Wise
bwise@firstmerchants.com

Arthur J. Spector
Berger Singerman PA
350 East Las Olas Blvd. – Suite 1000
Fort Lauderdale, FL 33301
aspector@bergersingerman.com

Elena L. Escamilla
United States Trustee
135 West Central Blvd. – Suite 620
Orlando, FL 32806
elena.l.escamilla@usdoj.gov

1-7-09
notes to Arthur & Elena
on letters which went to
them



**Taylor Bean & Whitaker
MORTGAGE CORP.**

Banking
Consulting
Insurance
Mortgage Lending
Servicing

Office of General Counsel
Direct Dial: 678-742-4832
Facsimile: 678-742-4930
tblanton@taylorbean.com

June 15, 2009

VIA FEDERAL EXPRESS

Bryan Mills
Lincoln Bank
905 Southfield Drive
Plainfield, Indiana 46168

Re: **Indemnification Demand of Loan Number 7111310**
Borrower: George N. and Anne L. Biggerstaff
Address: 1469 S. Morgantown Rd., Morgantown, IN 46160

Mr. Mills:

Taylor, Bean & Whitaker Mortgage Corp. ("TB&W") and Lincoln Bank ("Lincoln Bank") are parties to that certain Loan Purchase Agreement (the "Agreement"), pursuant to which Lincoln Bank originated certain mortgage loans and submitted those mortgage loans to TB&W in accordance with the terms of the Agreement and the Correspondent Lending Division Loan Purchase Program Seller's Manual (the "Manual").

TB&W requires Lincoln Bank to repurchase the above referenced mortgage loan (the "Loan") based upon the failure of the Loan to conform to the manual and program guidelines. The Loan is for a "single-wide" manufactured home, which is not permitted under Section 601.05 of the Credit Policy Manual. Any refusal on the part of Lincoln Bank to complete this repurchase may result in a breach of contract claim.

The Loan does not and did not conform to our program guidelines, the Manual guidelines, or the terms of the Agreement and must be repurchased by Lincoln Bank. The Agreement contains specific repurchase requirements in Article 7, which obliges Lincoln Bank to repurchase the Loan under Article 7(A)(3) and (5). As a result of a third-party repurchase requirement Lincoln Bank is required to repurchase the Loan within twenty (20) business days of notice from TB&W, pursuant to Article 7(A) of the Agreement.

Nothing in this letter should be construed as a waiver of any rights or remedies TB&W may have against Lincoln Bank under the Agreement, at law or in equity. TB&W looks forward to resolving this matter immediately. Lincoln Bank has been an excellent correspondent and it is our sincerest hope that this loan represents a correctable oversight.

Lincoln Bank
June 15, 2009
Page 2

A revised payment amount may be obtained by contacting Doug Miller at (901) 818-3158 (domiller@taylorbean.com). Please coordinate the indemnification payment within the time frame prescribed above.

Warm regards,

A handwritten signature in black ink that reads "Ike Blanton". The signature is written in a cursive style with a horizontal line striking through the middle of the letters.

Ike Blanton
Associate Counsel

cc: Douglas R. Miller, Executive Vice President
Carrie Felix, Regional Account Manager
Mike Azzarello, Production Manager
Danelle Hooks, Manager

enclosures

Transfer Questionnaire

George Biggerstaff #7111310

So that TBW can complete the repurchase with Lincoln Bank and ensure you get the note as quickly as possible, we need to following information:

1. Primary contact who Note is to be returned to:

Note will be endorsed to Correspondent unless notified otherwise:

2. Phone number of primary contact and email address:

3. Address where Note and other documents are to be sent:

4. Mortgage or Deed of Trust will be assigned to Correspondent unless TBW is notified otherwise _____ yes _____ no, endorse to:

5. Provide address where borrower is to make payments:

6. Provide customer service number where borrower can call:

What are the normal hours customer service operates?

Provide contact person's name and phone number if borrower has questions:

7. If you are a MERS customer please provide your MERS Customer ID# _____.



**Taylor, Bean
& Whitaker**

Mortgage Corp.

1417 North Magnolia Ave

Ocala, Florida 34475

Bus. 888-225-2164

Fax 888-329-9270

Web: www.taylorbean.com

**FED WIRE TRANSFER/ACH/EFT INSTRUCTION FOR TAYLOR, BEAN & WHITAKER
MORTGAGE CORP**

• **Fed Wire Transfer Only**

Beneficiary Bank (TBW Receiving Bank): Colonial Bank

201 E. Pine Street

Orlando, Florida 32801

Bank entry system may state – Birmingham or Montgomery, Alabama

Beneficiary Bank ABA Number (TBW Receiving Bank): 062001319- Fed Wire Only

Beneficiary- (Taylor, Bean & Whitaker): Account Number to Credit: 803-715-2751

Beneficiary Name (Account Title)

TBW Investors Clearing Account

Account Type:

Checking

Bank to Bank Information (Reference): Borrower(s) Loan number, Full Name and Purpose of Wire

Important Notice:

Colonial Bank will reject any incoming Fed Wire for incomplete or invalid information without our knowledge.

Taylor, Bean & Whitaker reserves the right to reject any incoming funds for insufficient information or amount due and will not be held responsible for any accrued interest or charges.

Please call if you have any questions- 1-888-225-2164 or 352-671-0344

04/23/2007

Subject: FW: Lincoln Bank - Biggerstaff #7111310

Bryan Mills gave me both your contact information regarding this repurchase request. Can you please review and respond by Monday, July 27th?

Thanks so much,

Joel

Joel Dulmage
Regional Account Manager MI, IN, OH
Taylor, Bean and Whitaker, Correspondent Lending
jdulmage@taylorbean.com
office: 224 333 0495
Cell: 630 715 7860
website: www.tbwcorr.com

From: Miller, Douglas
Sent: Monday, June 15, 2009 4:39 PM
To: bmills@lincolnbank.biz
Cc: Felix, Carrie; Azzarello, Michael; Hogs, Danelle
Subject: FW: Lincoln Bank - Biggerstaff #7111310

Mr. Mills, our attorney sent you today a repurchase demand on the above referenced loan. The attachments are simply an electronic copy of the notice that was sent to you via express mail. The last attachment is a copy of the demand letter that specifies the reasons for this repurchase. If you have any questions or need any assistance please contact Joel Dulmage or myself. Thank you for your cooperation in this matter.

Douglas R. Miller
Correspondent and CBO Channel
Executive Vice President
Taylor, Bean+Whitaker Mortgage Co.
901-818-3158
Fax:901-818-3159
Cell:901-275-4039



Type: Fed Out
Status: Approved

Date: 7/31/2009 Time:
IMAD: 20090731QMGFT009003226

Originator:

Name: GEORGE BIGGERSTAFF
Address: FMC LOAN OPS - TODD DINCHAK

Originator FI:
Address:

Beneficiary:

Account: 803-715-2751
Name: TBW INVESTORS CLEARING
ACCOUNT DDA
Address: TAYLOR, BEAN & WHITAKER #
7111310 ,GEORGE
BIGGERSTAFF

Reference:
Beneficiary FI:
Address:

Currency Code: USD

Intermediary
FI:

Amount: \$119,585.23

Fee: \$0.00

Total: \$119,585.23

Address:

Other Messages:

Receiver FI: 062001319
COLONIAL BANK
Sender FI: 074900657
MERCHANTS MUNC

OMAD:

Receiver FI Information:

FI to FI Information:

Service Info:

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...Innovative Solutions



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Legal Advisors, Business Counselors and Neighbors

COPY

Gregory A. Huffman
ghuffman@defur.com
Reply to Muncie Office

June 11, 2010

TB&W Mortgage
c/o BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

**RE: Bankruptcy of Taylor, Bean & Whitaker Mortgage Corp.
Case No. 3:09-bk-07047-JAF
In the United States Bankruptcy Court
Middle District of Florida, Jacksonville Division**

Dear TB& W Mortgage:

Enclosed you will find a Proof of Claim which we are filing on behalf of our client, First Merchants Bank, N.A., f/k/a Lincoln Bank. Please return a file marked copy of the Proof of Claim in the self-addressed stamped envelope which has been provided. Your prompt attention to this matter will be greatly appreciated.

Very truly yours,

Gregory A. Huffman

GAH:ph

Enclosures:

c: Elena L. Escamilla

DeFur Voran LLP

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