

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

**PROOF OF CLAIM**

In re:  
**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.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

**CLAIM FILED**

**Name of Creditor and Address:** the person or other entity to whom the debtor owes money or property  
If necessary, please cross out pre-printed address and write in correct address.

U.S. Bank National Association, as Trustee  
Attn: Timothy G. Pillar, Vice President  
60 Livingston Avenue  
EP-MNB-WS3s  
St. Paul, MN 55107-2292

*Copy to:*  
Ira H. Goldman  
Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103

JUN 14 2010  
CLERK, U. S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

**THIS SPACE IS FOR COURT USE ONLY**

Creditor Telephone Number ( 860 ) 251-5820 (I. Goldman)  Check box if address is where Notice is to be sent.

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

U.S. Bank National Association, as Trustee  
Attn: Timothy G. Pillar, Vice President  
60 Livingston Avenue  
EP-MNB-WS3s  
St. Paul, MN 55107-2292

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

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

Claim Number (if known):

Filed on: \_\_\_\_\_

**1. AMOUNT OF CLAIM AS OF DATE CASE FILED** \$ See attached.

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.

**2. BASIS FOR CLAIM:**  
See attached.

(See instructions #2 and #3a on reverse side.)

**3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:** 0MLTI 2007-ARI

3a. Debtor may have scheduled account as:

**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 set off and provide the requested information

**Nature of property or right of setoff:**  
Describe:  
 Real Estate  Motor Vehicle  Other \_\_\_\_\_

Secured Claim Amount: \$ \_\_\_\_\_ **DO NOT** include the priority portion of your claim here.

Unsecured Claim Amount: \$ \_\_\_\_\_

Amount of arrearage and other charges as of time case filed included in secured claim, Value of Property: \$ \_\_\_\_\_ Annual Interest Rate: \_\_\_\_\_ % if any: \$ \_\_\_\_\_ Basis for Perfection: \_\_\_\_\_

**5. PRIORITY CLAIM**

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. Unsecured Priority Claim Amount: \$ \_\_\_\_\_ Include **ONLY** the priority portion of your unsecured claim here.

**You MUST specify the priority of the claim:**

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

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

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).

\* 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.

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

**7. SUPPORTING DOCUMENTS:** Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain.

**DATE-STAMPED COPY** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. **DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**


The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice).

**By Regular Mail to:**  
BMC Group, Inc.  
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing  
PO Box 3020  
Chanhausen, MN 55317-3020

**By Hand, Courier, Or Overnight Delivery to:**  
BMC Group, Inc.  
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Process  
18750 Lake Drive East  
Chanhausen, MN 55317

**THIS SPACE FOR COURT USE ONLY**

T, B & W Mortgage Corp.



02667

**DATE** 6/9/10

**SIGNATURE:** The person filing this claim must sign it. Sign and print name and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

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Timothy G. Pillar, Vice President, U.S. Bank National Association, as Trustee

**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

In. re:

Chapter 11

**TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,**

Case No. 3:09-bk-07047-JAF

Debtor.

**ADDENDUM TO PROOF OF CLAIM OF U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE CITIGROUP MORTGAGE LOAN TRUST 2007-AR1**

1. U.S. Bank National Association, as Trustee (the "Trustee") with respect to the Citigroup Mortgage Loan Trust 2007-AR1 (the "Trust"), asserts this claim (the "Claim") on behalf of itself and the Trust against Taylor, Bean & Whitaker Mortgage Corp. ("TBW"), the above-captioned debtor. Upon information and belief, TBW sold one or more mortgage loans (the "Mortgage Loans") the right, title and interest in which were subsequently assigned to the Trust, pursuant to a Pooling and Servicing Agreement, dated as of January 1, 2007, among Citigroup Mortgage Loan Trust Inc., as Depositor, CitiMortgage, Inc., as Master Servicer and Trust Administrator, Citibank, N.A., as Paying Agent, Certificate Registrar and Authenticating Agent, and the Trustee (the "PSA").

2. The rights of the parties with respect to the Trust and underlying Mortgage Loans are determined under the PSA, as well as other operative documents (collectively, the "Transaction Documents"). Such Transaction Documents are voluminous and, accordingly, have not been attached to this Claim. Copies may, however, be requested by contacting the parties identified at the end of this Claim. Capitalized terms used but not defined herein will have the meaning ascribed in the PSA.

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3. This Claim is being filed for all of the following amounts:
- i. The purchase price for any Mortgage Loans as to which breaches in any representations, warranties and/or covenants made by TBW, if any, either have been, or in the future are, discovered, or, if greater, with respect to any Mortgage Loan, the damages resulting from the failure of TBW to comply with its obligations, if any, under the Transaction Documents with respect to such Mortgage Loan;
  - ii. Without limiting the foregoing clause (i), all fees, costs, expenses, indemnities, losses and/or damages incurred in respect of or resulting from TBW's failure to comply with or fulfill its obligations, if any, under the Transaction Documents;
  - iii. Without limiting the foregoing clauses, any fees, costs or expenses incurred with respect to TBW's bankruptcy proceeding, including, but not limited to, damages, losses or other amounts owed in connection with or as a result of allegations made in TBW's bankruptcy proceeding that TBW double-pledged certain mortgage loans, if and to the extent applicable to any of the Mortgage Loans; and
  - iv. Any damages, losses, fees, costs or other amounts in addition to those set forth in clauses (i) through (iii) above that may be due and owing, or may become due and owing, by TBW in any capacity to the Trust, including as servicer with respect to any of the Mortgage Loans, and/or to U.S. Bank National Association, individually or as Trustee, pursuant to the applicable Transaction Documents.

4. This Claim is without prejudice to any claims that may be filed by various other parties in interest and/or Certificateholders (each such party, a "Transaction Party" and collectively, the "Transaction Parties"), and this Claim shall not be construed as a waiver of any Transaction Party's rights or remedies, or the Trustee's rights or remedies, under the applicable Transaction Documents.

5. To the extent any Transaction Party asserts claims against TBW in their proofs of claim that ultimately are determined to be claims that can only be asserted by U.S. Bank National Association as Trustee, the Trustee hereby adopts the relevant portions of such proofs of claim and incorporates them herein by reference.

6. The filing of this Claim shall not be deemed a waiver of any claim in law or in equity that the Trustee may have against TBW, including, but not limited to, administrative or other priority claims, the right to seek adequate protection or the right to assert claims that are otherwise warranted in any related action.

7. The filing of this Claim is not intended to be and shall not be construed as (a) consent by the Trustee to the jurisdiction of this bankruptcy court (the "Court") with respect to the subject matter of this claim, any objection or other proceeding commenced in this case or otherwise involving the Trustee; (b) a waiver of rights and remedies against any other person(s) or entity(ies) who may be liable for all or part of the claims set forth herein, whether an affiliate or guarantor of TBW or otherwise; (c) a waiver or release of the Trustee's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of the Trustee's right to have final orders on non-core matters entered only after de-novo review by a United States District Court Judge; or (e) a waiver of any right to (i) move to withdraw the reference, or otherwise challenge the jurisdiction of this Court, with respect to the subject matter of this Claim, any objection or other proceeding commenced in this case against or otherwise involving the Trustee, or (ii) assert that the reference has already been withdrawn with respect thereto or any other proceeding commenced in this case against or otherwise involving the Trustee.

The Trustee specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against the Trustee by TBW, any of its successors, assigns or affiliates or by any trustee for TBW's estate.

8. The Trustee reserves the right to amend, supplement or modify this Claim at any time, and from time to time, for any reason it deems appropriate.

9. By executing and filing this Claim, the Trustee does not acknowledge, create or assume any obligations that do not otherwise exist.

10. Notices regarding this Claim should be sent to:

U.S. Bank National Association  
Corporate Trust Services  
EP-MN-WS1D  
60 Livingston Avenue  
St. Paul, MN 55107-2292  
Attn: Timothy Pillar, Vice President

With a copy to:

Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103  
Attn: Ira H. Goldman  
Tel: 860-251-5820  
Fax: 860-251-5214



**SHIPMAN & GOODWIN<sup>LLP</sup>**  
COUNSELORS AT LAW

Patricia C. Gagnon  
PACE Registered Paralegal  
Phone: 860-251-5822  
Fax: 860-251-5214  
pgagnon@goodwin.com

June 11, 2010

**VIA FEDERAL EXPRESS**

BMC Group, Inc.  
Attn: Taylor, Bean & Whitaker Mortgage Corp. Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

Re: Taylor, Bean & Whitaker Mortgage Corp.  
Chapter 11  
Case No. 3:09-bk-07047-JAF

Dear Claims Agent:

Enclosed for filing with the Claims Agent are 25 claims filed on behalf of U.S. Bank National Association, as Trustee. Please date stamp the 25 claims and return them to me in the enclosed FedEx envelope.

If you have any questions, please call me at 860.251.5822.

Sincerely,

Patricia C. Gagnon  
PACE Registered Paralegal

PCG/ssg  
Enclosures

cc: Corrine L. Burnick, Esq.  
Kimberly S. Cohen, Esq.

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