

UNITED STATES BANKRUPTCY COURT Middle District of Florida	PROOF OF CLAIM
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Name of Debtor: TAYLOR BEAN & WHITAKER MORTGAGE CORP.	Case Number: 3:09-bk-07047-JAF
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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): RBC a/k/a Florida Choice Bank	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: J. Cameron Story, III, Esq. 841 Prudential Drive, Suite 1400 Jacksonville, FL 32207	Court Claim Number: _____ <i>(If known)</i>
Telephone number: (904) 348-6869	Filed on: _____

CLAIM FILED

JACKSONVILLE, FLORIDA

JUN 15 2010

Name and address where payment should be sent (if different from above): <div style="text-align: center;"> CLERK, U. S. BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA </div>	<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.
Telephone number:	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ <u>3,565.50</u> 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.	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.
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2. Basis for Claim: <u>Assn. of Mrtgs/Sec. Rghts</u> <i>(See instruction #2 on reverse side.)</i>	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
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3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ <i>(See instruction #3a on reverse side.)</i>	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) 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).
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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"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* 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).
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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. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> 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: \$ _____ <small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
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Date: 06/15/2010	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. <div style="text-align: center;"> </div>	FOR COURT USE ONLY T, B & W Mortgage Corp. 03232
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Bank	Other	Loan No	Bank Date	Amount
Regions		70162	9/16/2009	605.02
Regions		70162	9/24/2009	605.00
Colonial Prin & Int Bank Accounts	Georgia State Bank		11/30/2009	1,308.76
Colonial Tax & Ins Bank Accounts			11/30/2009	1,046.72
				3,565.50

Posting Status	FICS Posting Date	Final Investor	Release Date	loan_name	property_address
Posted to FICS	8/20/2009	RBC	10/2/2009	Weaver Alan W	1124 Lovebridge Road
Posted to FICS	9/21/2009	RBC	10/2/2009	Weaver Alan W	1124 Lovebridge Road
		RBC			
		RBC			

property_city	property_state	property_zip
Calhoun	GA	30701
Calhoun	GA	30701

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP.

Case No. 3:09-BK-07047-JAF
Chapter 11

Debtor.
_____ /

**ORDER GRANTING RBC BANK (USA)'S MOTION FOR RELIEF
FROM STAY, OR IN THE ALTERNATIVE, FOR ADEQUATE PROTECTION**

This matter having come before the Court on September 11, 2009, on Movant, RBC BANK (USA), Successor By Merger to FLORIDA CHOICE BANK ("RBC")'s Motion for Relief From Stay, or in the Alternative, for Adequate Protection (Doc #97) ("RBC Lift Stay Motion"), it is,

ORDERED as follows:

1. RBC is the successor by merger to the interests of Florida Choice Bank, which entity entered into a Loan Agreement ("Loan Agreement") and related Commercial Line of Credit Demand Note for Business and Commercial Loans on or about August 31, 2005, with the Debtor ("LOC Note").
2. Pursuant to the terms of the Loan Agreement and LOC Note, which incorporated a security agreement thereunder, the Debtor granted RBC's predecessor a security interest in certain of its assets, which interest was perfected by the filing of a UCC-1, filed on about October 26, 2005, having file number 200501018385 ("UCC").
3. Under this facility, the Debtor made use of the related funding in order to finance the origination of single-family residential construction-to-permanent mortgage loans. The primary secured collateral generated by such fundings, which would flow back

to RBC in connection with this business relationship, was the assignment of the underlying construction loan notes and related mortgage instruments.

4. In addition to this set of obligations, RBC acquired the interest of Georgia State Bank, which entity had an ongoing Loan Servicing Agreement in place with the Debtor, dated October 28, 1997 ("LSA"). Under this LSA, the Debtor acted as servicer for other underlying loans and mortgages held by RBC's predecessor, Georgia State Bank.

5. As described in the Case Management Summary of the Debtor, at the time of the filing of the Petition, the Debtor owed RBC approximately Seven Hundred Thousand Dollars (\$700,000.00), under the Loan Agreement, LOC Note and LSA relationships. The Debtor's obligations under these instruments are secured by liens on the underlying construction loan notes and mortgages, as well as all cash and related proceeds being generated from those instruments (the "Collateral").

6. As of the Petition Date, the Debtor and RBC had only three (3) sub-borrower loans in place under the terms and provisions of the Loan Agreement and LOC Note, as follows: a mortgage loan with Steven and Jill Waffensmith ("Waffensmith Loan"); a mortgage loan with John Dowles, Jr. ("Dowles Loan"); and a mortgage loan with Thomas and Lisa Sieren ("Sieren Loan").

7. As of the Petition Date, pursuant to the LSA, the Debtor had been servicing only two loans for RBC, as follows: a mortgage loan with Nancy A. Smith ("Smith Loan"); and a mortgage loan with Alan W. Weaver ("Weaver Loan").

8. Based on the matters set forth under the RBC Lift Stay Motion, and the Debtor's agreement to relief as hereinafter recited, the Court finds that RBC Bank (USA) is entitled to receive the net sums owed to it under the Waffensmith Loan of \$210,388.11, to be disbursed as soon as possible from the Debtor's accounts at Colonial Bank in

accordance with any arrangement or agreement between the FDIC and RBC, which the Debtor does not oppose. RBC and the Debtor have agreed that the Debtor may retain any additional sums it may have received under the Waffensmith loan payoff. The Debtor agrees that RBC may setoff the amount of interest of \$2,924.98, plus a per diem of \$102.27 from September 14, 2009 until the date of this Order, that has accrued since August 4, 2009 on said Waffensmith loan payoff sums due it herein against any sums due from RBC, as described hereunder.

9. Based on the matters set forth under the RBC Lift Stay Motion, and the Debtor's agreement to relief as hereinafter recited, the Court also declares that the Debtor no longer has any right, title or interest as to any servicing rights related to or other interests in the notes and mortgages from John Dowles, Jr. under the Dowles Loan and from Thomas and Lisa Sieren under the Sieren Loan, which had been assigned prepetition by the Debtor to RBC as collateral under the LOC Loan. The Debtor shall also provide to RBC all original notes, mortgages and other loan documents and appraisals in its possession related to the Dowles Loan and the Sieren Loan, and shall execute any commercially reasonable corrective assignments or similar instruments to facilitate and enable RBC to enforce its rights under said loans, in accordance with the purposes of this Order. Subject to verification of the principal sums due under these loans, and of backup information supporting the charges for advances and servicing fees claimed by the Debtor as of September 10, 2009, RBC shall pay the estate the sum of up to \$3,550.44 as to the Dowles Loan; Debtor and RBC agree there is no such sum due as to the Sieren Loan. Notwithstanding the foregoing, the Debtor agrees that RBC may setoff the amounts of interest of \$5,709.01, plus a per diem of \$198.58 from September 14, 2009 until the date of this Order, that have accrued since August 4, 2009 on said Dowles Loan and the Sieren

Loan due it under the LOC Loan herein against any sums due from RBC, as described hereunder.

10. Based on the matters set forth under the RBC Lift Stay Motion, and the Debtor's agreement to relief as hereinafter recited, the Court declares that the Debtor no longer has any right, title or interest as to any servicing rights related to or other interests in the notes and mortgages with regard to the Smith Loan and the Weaver Loan. In addition, the Debtor agrees to provide any commercially reasonable corrective assignment or similar instruments to establish RBC's rights in said notes and mortgages. The Debtor shall also provide to RBC all original notes, mortgages and other loan documents and appraisals in its possession related to the Smith Loan and the Weaver Loan, and shall execute any commercially reasonable corrective assignments or similar instruments to facilitate and enable RBC to enforce its rights under said loans, in accordance with the purposes of this Order. Subject to verification of the principal sums due under these loans, and of backup information supporting the charges claimed by the Debtor for advances and servicing fees as of September 10, 2009, RBC shall pay the estate the sum of up to \$2,761.00 as to the Weaver Loan; Debtor and RBC agree there is no such sum due as to the Smith Loan.

11. Upon the entry of this Order, RBC agrees to allow the Debtor to use up to fifty percent of the amount of the funds currently in the Debtor's operating account at RBC, which it otherwise claims a security interest in under the LOC Note Loan documents. Upon compliance with the terms of this Order and the related fulfillment of all conditions set forth above, RBC agrees to refrain from making any objection to the use by the Debtor of the remaining funds in the operating account of the Debtor at RBC, which it otherwise claims a security interest in under the LOC Note Loan documents. Notwithstanding the foregoing, the failure of the FDIC to release to RBC Bank the net

proceeds of the Waffensmith loan of \$210,388.11 pursuant to any arrangement or agreement between the FDIC and RBC, which the Debtor does not oppose, shall not be deemed a condition precedent to the release by RBC of the remaining funds in the operating account of the Debtor at RBC.

12. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

DONE and ORDERED in ~~Chambers~~ at Jacksonville, Florida on September 24, 2009.



JERRY A. FUNK

UNITED STATES BANKRUPTCY JUDGE

Copies to:

Debtor, Debtor's Counsel, United States Trustee's Office
L.B.R. 1007-2 Parties in Interest Matrix

Middle District of Florida Claims Register

3:09-bk-07047-JAF Taylor, Bean & Whitaker Mortgage Corp.

Judge: Jerry A. Funk **Chapter:** 11
Office: Jacksonville **Last Date to file claims:** 06/15/2010
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (16852984) History RBC Bank (USA), as successor by merger to Florida c/o J. Cameron Story, III, Esq. 841 Prudential Drive, Suite 841 Jacksonville, Florida 32207	Claim No: 7 <i>Original Filed Date:</i> 06/15/2010 <i>Original Entered Date:</i> 06/15/2010	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Story, John <i>Modified:</i>
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Secured claimed: \$3565.50 Total claimed: \$3565.50

<i>History:</i> Details 7-1 06/15/2010 Claim #7 filed by RBC Bank (USA), as successor by merger to Florida, total amount claimed: \$3565.5 (Story, John)

<i>Description:</i>
<i>Remarks:</i>

Claims Register Summary

Case Name: Taylor, Bean & Whitaker Mortgage Corp.
Case Number: 3:09-bk-07047-JAF
Chapter: 11
Date Filed: 08/24/2009
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured		
Secured	\$3565.50	
Priority		
Unknown		
Administrative		
Total	\$3565.50	\$0.00