



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.		<input type="checkbox"/> 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.	
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 change of address.			
 21844168027336 LASSITER, RODERICK & LASHUNDA C/O RICHARD HOLSTON, ESQ PO BOX 195 MOBILE, AL 36601		<div style="font-size: 2em; font-weight: bold; margin: 0;">CLAIM FILED</div> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0 0 0;">JUN 24 2011</div>	
Creditor Telephone Number (251) 432-8883		<input checked="" type="checkbox"/> Check box if address is where claim is to be sent. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): _____ Filed on: _____	
Payment Telephone Number ()		Clerk, U.S. Bankruptcy Court Middle District of Florida Jacksonville, Florida	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 50,000 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: <i>Delayed insurance funds for home repair</i>		3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____		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, _____	
5. PRIORITY CLAIM <input type="checkbox"/> 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: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <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). <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). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> 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 24, 2011, the Special 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 Chanhassen, MN 55317-3020		THIS SPACE FOR COURT USE ONLY T, B & W Mortgage Corp.  03437	
DATE 6/22/11	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. <i>Richard H. Holston, atty for creditor</i>		

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

<p>Court, Name of Debtor, and Case Number: Use this proof of claim form only if you are asserting a claim against the Debtor, Taylor, Bean & Whitaker Mortgage Corp. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="text-align: left;">DEBTOR</th> <th style="text-align: left;">CASE NO</th> <th style="text-align: left;">PETITION DATE</th> </tr> </thead> <tbody> <tr> <td>Taylor, Bean & Whitaker Mortgage Corp.</td> <td>3:09-bk-07047-JAF</td> <td>8/24/2009</td> </tr> </tbody> </table> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount (in lawful US currency) owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p>3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p> <p>4. Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.)</p>	DEBTOR	CASE NO	PETITION DATE	Taylor, Bean & Whitaker Mortgage Corp.	3:09-bk-07047-JAF	8/24/2009	<p>State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.</p> <p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p>6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>7. Supporting Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary if documentation is voluminous or an explanation if documentation is not available. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.</p> <p>Date and Signature: The person filing this proof of claim <u>must</u> sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p> <p>Date-Stamped Copy: Return claim form and attachments. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.</p> <p><i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i></p> <p>Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."</p>
DEBTOR	CASE NO	PETITION DATE					
Taylor, Bean & Whitaker Mortgage Corp.	3:09-bk-07047-JAF	8/24/2009					

DEFINITIONS

INFORMATION

<p>DEBTOR A debtor is the person, corporation, or other entity that has filed a bankruptcy case.</p> <p>CREDITOR A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.</p> <p>CLAIM A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.</p> <p>PROOF OF CLAIM A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page.</p> <p>SECURED CLAIM Under 11 U.S.C. §506(a) A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.</p>	<p>The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.</p> <p>A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).</p> <p>UNSECURED NONPRIORITY CLAIM If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.</p> <p>UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a) Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.</p> <p>Evidence of Perfection Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other</p>	<p>document showing that the lien has been filed or recorded.</p> <p>Redacted A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.</p> <p>Offers to Purchase a Claim Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.</p>
<p>ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/tbw mortgage</p>		

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

**Bankruptcy Proceeding No.: 3:09-bk-07047-JAF
Chapter 11
Judge: Jerry A. Funk**

In Re:

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

SUPPLEMENTAL ATTACHMENT TO PROOF OF CLAIM

The undersigned, Lashunda and Roderick Lassiter, are creditors in the above-referenced bankruptcy. In June of 2009, we owned a home located at 523 6th Avenue, Chickasaw, Alabama, in Mobile County, Alabama. The debtor, Taylor, Bean & Whitaker Mortgage Corporation (hereinafter "Taylor, Bean") held the mortgage on the home.

On or about June 19, 2009, a motorist, Sylvester Henderson, negligently operated his motor vehicle such that it left the roadway and struck our residence. We made a claim with Cotton State's Insurance Company, our homeowners carrier, for the damages sustained in the collision. Cotton State's issued a check in the amount \$17,470.12 for repairs to the home. Because Taylor, Bean held the note, Cotton State's was required to issue the check to both us and Taylor, Bean. The check was endorsed by us and forwarded to Taylor, Bean for endorsement, deposit and issuance of a check to the contractor hired to make the repairs. A copy of the check, endorsed and deposited by Taylor, Bean, is attached hereto as Exhibit "A".

Immediately following Taylor, Bean's acceptance, endorsement and deposit of the Cotton State's check, Taylor, Bean closed its doors and soon thereafter filed bankruptcy. We, as well as our attorney, could not contact Taylor, Bean, and could not otherwise resolve the matter.

On August 13, 2009 prior to the bankruptcy filing by Taylor, Bean, an action was filed in the Circuit Court of Mobile County, Alabama. A copy of the Complaint is attached hereto as Exhibit "B". This action was stayed pending the bankruptcy.

Several months later, Bank of America, who apparently obtained control of our mortgage, issued a check for the \$17,470.12, and we were able to then proceed with the repairs to our home. For that entire period, we endured living in a residence which was not habitable, was not secure, was exposed to the elements and was subject to mold and other pest infestations. Under Alabama Law, we have claims for mental anguish and other damages set forth in the Complaint.

We hereby make a claim for \$50,000.00 pursuant to same.



RODERICK LASSITER
By Richard H. Holston, attorney



LASHUNDA LASSITER
By Richard H. Holston

June 23, 2011

THE FACE OF THIS DOCUMENT HAS A GREEN COLORED BACKGROUND ON WHITE PAPER WATERMARK ON BACK OF CHECK. E-3-07-01



Cotton States Insurance Company
 Shield Insurance Company
PO Box 105303, Atlanta, GA 30348-5303
 COUNTRY Casualty Insurance Company
PO Box 2100, Bloomington, IL 61702-2100

9271908

July 14, 2009

36-1870/1012

COMMERCE BANK, KANSAS CITY/ST. JOSEPH MO.

CLAIM NUMBER 315-4746	POLICY NUMBER CK7092112	BILLING NUMBER 8229454	DATE OF LOSS 6 19 09
Payment on Account of Claim Against (Insured) Roderick Lassiter		INVOICE NUMBER, PATIENT NAME DATE OF SERVICE	

Seventeen Thousand Four Hundred Seventy & 12/100 *****

DOLLARS

\$ 17,470.12

PAY TO THE ORDER OF

Taylor Bean & Whitaker Mortgage, Corp &
Roderick Lassiter
523 6th Avenue
Chickasaw, Al. 36611

VOID IF NOT CASHED WITHIN
180 DAYS OF THE DATE OF ISSUE

Roderick Lassiter

⑈9271908⑈ ⑆101218704⑆

430000386⑈

18295147012⑈

TAYLOR BEAN & WHITAKER
07/29/09 OPERATOR: 48

CELESTIAL BANK ORLANDO FL
073009 2
⑆063113222⑆
3078128650

Roderick Lassiter
Payee endorsement(s)/signature(s) required above this line.

FOR DEPOSIT ONLY
803

This payment order must be endorsed individually by all payees shown on the front of this document. Each payee must be shown. Handwritten endorsements in behalf of business must include the name of the payee, a signature of the authorized person signing for the business and their title or capacity to sign on behalf of the business.

Account Number: 430000386
Number: 9271908
Amount: 17470.12
Posting Date: 07/31/09



4. The incident which forms the basis for this action occurred on June 19, 2009, in Mobile County, Alabama.

5. Jurisdiction and venue are proper in the Circuit Court of Mobile County, Alabama.

FIRST CAUSE OF ACTION

The Plaintiffs, **RODERICK AND LASHUNDA LASSITER**, re-allege all preceding paragraphs, and further alleges against the Defendants, **SYLVESTER HENDERSON**, "**TAYLOR-BEAN**", and fictitious defendants "A" through "L", separately and severally, as follows:

6. On or about June 19, 2009, the Defendant **SYLVESTER HENDERSON** negligently and/or wantonly operated his motor vehicle so as to allow same to strike and damage the Plaintiffs' home located at 523 6th Avenue, Chickasaw, Alabama, in Mobile County, Alabama.

7. As a proximate result of the negligence and/or wantonness of the Defendant, the Plaintiffs suffered property damage, consequential damages, mental anguish and mental suffering.

WHEREFORE, the premises considered, the Plaintiff demands general compensatory and punitive damages against the Defendants, including fictitious defendants "A" through "L", separately and severally, in excess of the jurisdictional limits of this court, plus interest and the costs of this action.

SECOND CAUSE OF ACTION

The Plaintiffs, **RODERICK AND LASHUNDA LASSITER**, re-allege all preceding paragraphs, and further alleges against the Defendants, **SYLVESTER HENDERSON**, **"TAYLOR-BEAN"**, and fictitious defendants "A" through "L", separately and severally, as follows:

8. Following the damage to their home, Plaintiffs made a claim for the damage under their homeowner's policy with Cotton States Insurance Company, Policy number CK 7092112, The loss was adjusted, and Cotton States issued a check under claim number 315-0004746 in the amount of \$17,470.12 for repair of the Plaintiffs' home.

9. The check was made payable to the Plaintiffs and also to the plaintiffs' mortgage holder, Defendant **"TAYLOR-BEAN"**. Plaintiffs endorsed the check and sent it to Defendant **"TAYLOR-BEAN"** at its request so that it could supervise the repair and construction.

10. Defendant **"TAYLOR-BEAN"** advised the Plaintiffs that they were preparing to authorize and begin repairs, and would inspect the work as it progressed. Plaintiffs accepted Defendant **"TAYLOR-BEAN's"** representations, relied upon them and trusted them.

11. Defendant **"TAYLOR-BEAN"** made the representations and promises so as to induce the Plaintiffs to turn over the adjustment check, and the Plaintiffs were so induced, and did in fact turn over the check.

12. Following receipt of and cashing of the adjustment check, Defendant **"TAYLOR-BEAN"** began to advise the Plaintiffs that they were transferring the loan to another financial institution. Thereafter, Defendant **"TAYLOR-BEAN"** has refused to accept Plaintiff's telephone calls, has refused to contact the Plaintiffs, and has refused to authorize work to begin on repairs. Defendant **"TAYLOR-BEAN"** has not returned the check or the funds.

13. As a direct and proximate result of the Defendants' conduct, the Plaintiffs have suffered the loss of the adjustment check and the funds intended for the repair of their home, have suffered mental anguish and mental suffering, and have suffered consequential damages.

WHEREFORE, the premises considered, the Plaintiff demands general compensatory and punitive damages against the Defendants, including fictitious defendants "A" through "L", separately and severally, in excess of the jurisdictional limits of this court, plus interest and the costs of this action.

THIRD CAUSE OF ACTION

The Plaintiffs, **RODERICK AND LASHUNDA LASSITER**, re-allege all preceding paragraphs, and further alleges against the Defendants, **SYLVESTER HENDERSON**, **"TAYLOR-BEAN"**, and fictitious defendants "A" through "L", separately and severally, as follows:

14. The Defendant **"TAYLOR-BEAN's"** conduct constitutes conversion of the Plaintiff's adjustment check and the funds represented thereby.

15. As a direct and proximate result of the Defendants' conduct, the Plaintiffs have suffered the loss of the adjustment check and the funds intended for the repair of their home, have suffered mental anguish and mental suffering, and have suffered consequential damages.

WHEREFORE, the premises considered, the Plaintiff demands general compensatory and punitive damages against the Defendants, including fictitious defendants "A" through "L", separately and severally, in excess of the jurisdictional limits of this court, plus interest and the costs of this action.

FOURTH CAUSE OF ACTION

The Plaintiffs, **RODERICK AND LASHUNDA LASSITER**, re-allege all preceding paragraphs, and further alleges against the Defendants, **SYLVESTER HENDERSON, TAYLOR, BEAN**, and fictitious defendants "A" through "L", separately and severally, as follows:

16. The Defendant "**TAYLOR-BEAN's**" conduct was so outrageous in degree as to be intolerable in a civilized society, constituting outrageous conduct under Alabama law..

17. As a direct and proximate result of the Defendants' conduct, the Plaintiffs have suffered the loss of the adjustment check and the funds intended for the repair of their home, have suffered mental anguish and mental suffering, and have suffered consequential damages.

WHEREFORE, the premises considered, the Plaintiff demands general compensatory and punitive damages against the Defendants, including fictitious defendants "A" through "L", separately and severally, in excess of the jurisdictional limits of this court, plus interest and the costs of this action.

FIFTH CAUSE OF ACTION

The Plaintiffs, **RODERICK AND LASHUNDA LASSITER**, re-allege all preceding paragraphs, and further alleges against the Defendants, **SYLVESTER HENDERSON, TAYLOR, BEAN**, and fictitious defendants "A" through "L", separately and severally, as follows:

18. The Defendant "TAYLOR-BEAN's" conduct constitutes a breach of its agreement with the plaintiffs, and a breach of its fiduciary duties and responsibilities to the Plaintiffs

19. As a direct and proximate result of the Defendants' conduct, the Plaintiffs have suffered the loss of the adjustment check and the funds intended for the repair of their home, have suffered mental anguish and mental suffering, and have suffered consequential damages.

WHEREFORE, the premises considered, the Plaintiff demands general compensatory and punitive damages against the Defendants, including fictitious defendants "A" through "L", separately and severally, in excess of the jurisdictional limits of this court, plus interest and the costs of this action.

Respectfully submitted,

HOLSTON ◊ VAUGHAN ◊ ANDRESS, LLC
Attorneys for the Plaintiffs

/s/ Richard H. Holston
RICHARD H. HOLSTON (HOL-052)
P.O. Box 195
Mobile, AL 36601
(251) 432-8883

rhlaw@bellsouth.net

PLAINTIFF RESPECTFULLY DEMANDS A TRIAL BY STRUCK JURY.

By: /s/ Richard H. Holston
RICHARD H. HOLSTON (HOL-052)

PLEASE SERVE THE FOLLOWING DEFENDANTS BY CERTIFIED MAIL AS FOLLOWS:

SYLVESTER HENDERSON
1355 Casaloma Dr.
Axis, AL 36505

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
The Corporation Company
2000 Interstate Park Dr Ste 204
Montgomery, AL 36109