

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

PNC BANK, N.A. Successor to)
NATIONAL CITY BANK,)
)
Plaintiff,)
-vs-)
)
TMN FINANCIAL SERVICES, INC))
and TIMOTHY NIEDER,)
)
Defendants.)

Case No.: _____
2009LO15081
CALENDAR/RODM H
LINE 00:00
Fraud

Return Date: _____

VERIFIED COMPLAINT

NOW COMES the Plaintiff, PNC Bank, N.A., Successor to National City Bank (hereinafter "Plaintiff"), by and through its attorneys Weltman, Weinberg & Reis Co., L.P.A., and complains of Defendants, TMN Financial Services, Inc. and Timothy Nieder, as follows:

JURISDICTION AND VENUE

1. Plaintiff, National City Bank, ("Plaintiff") is a National Banking Association authorized to transact business in the State of Illinois.
2. The Defendant TMN Financial Services, Inc., ("Defendant TMN") is a corporation in good standing and authorized to transact business in the State of Illinois.
3. The Defendant, Timothy Nieder ("Defendant Nieder") is a resident of the State of Illinois, residing in the County of Cook. Defendant Nieder is the owner and an officer of TMN Financial, Inc.
4. Venue in this action is proper and in accordance with 735 ILCS 5/2-101.

FACTUAL ALLEGATIONS

5. Defendant TMN maintained a business checking account with plaintiff, account number ending in 0019.

6. On March 23, 2009, defendant Nieder deposited with Plaintiff into the business checking account of Defendant TMN, a check numbered 5237 in the amount of \$50,000.00 drawn off of his personal account at Park Ridge Community Bank. A copy of said check is attached hereto and made a part hereof as Exhibit "A".

7. On March 23, 2009, defendant Nieder withdrew \$50,000.00 in the form of an official check. A copy of said official check is attached hereto and made a part hereof as Exhibit "B".

8. On March 24, 2009, a check for \$80,300.00 posted to the account and was paid to Riffner Barber, LLC. A copy of said check is attached hereto and made a part hereof as Exhibit "C".

9. On March 26, 2009, Park Ridge Community Bank returned the deposited check numbered 5237 in the amount of \$50,000.00 unpaid for the reason of "Non Sufficient Funds." A copy of which is attached hereto and made a part hereof by reference as Exhibit "D".

10. As a result of the returned items, Defendant TMN's business checking account is overdrawn in the amount of \$121,496.60.

11. The defendants TMN Financial and Timothy Nieder have failed to respond to Plaintiff's written requests for reimbursement.

COUNT I
BREACH OF CONTRACT – TMN FINANCIAL SERVICES, INC.

12. All statements made in paragraphs one through twelve are hereby realleged by this reference.

13. Defendant TMN acting through its agent, T. Nieder has breached the terms and conditions of the Agreement pertaining to withdrawals from its business checking account. Specifically, defendant TMN has failed to maintain an account balance with sufficient funds to cover each and every withdrawal from its business checking account.

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant, TMN Financial Services, for breach of contract in the amount of \$121,496.60 together with lawful interest and court costs.

COUNT II
COMMON LAW FRAUD – TMN FINANCIAL SERVICES, INC.

14. All statements made in paragraphs one through fourteen are hereby realleged by this reference.

15. By depositing the check totaling \$50,000.00, the defendant TMN acting through its agent, Nieder, represented that it was depositing a sum from an open account with sufficient funds and belonging to Timothy Nieder's personal account with Park Ridge Community Bank.

16. Upon information and belief, plaintiff avers that at the time the defendant TMN acting through its agent, Nieder presented the checks, it knew the account belonging to Timothy Nieder with Park Ridge Community Bank was either closed, had insufficient funds therein or had been forged in violation of the law.

17. The defendant TMN acting through its agent, Nieder, made the representation to plaintiff at the PNC Bank Banking Centers with the intent of misleading the plaintiff into relying on the representations.

18. The representations made by the defendant TMN acting through its agent, Nieder were false and known by the defendant TMN acting through its agent, Nieder, to be false, and

were made for the purpose of inducing plaintiff to cash the check and cause plaintiff to be deceived and defrauded.

19. Plaintiff believed and relied on the misrepresentation, and, so believing and relying, was induced to, and did, pay the money to defendant TMN acting through its agent, Nieder, which plaintiff would not have done had plaintiff known that the representation was false.

20. Plaintiff was reasonable in relying on the representations made by the defendant TMN acting through its agent, Nieder, as the plaintiff had no apparent reason to doubt the validity of the defendant TMN acting through its agent, Nieder's, representations.

21. As a result of defendant TMN acting through its agent, Nieder's, conduct, plaintiff has been damaged in the amount of \$50,000.00.

22. As a result of defendant TMN acting through its agent, Nieder's fraudulent conduct, plaintiff requests punitive damages in the amount of \$50,000.00 or an amount not to exceed \$50,000.00.

WHEREFORE, Plaintiff prays for judgment in its favor against the Defendant, TMN Financial Services, Inc., for breach of contract and common law fraud as follows:

- a. Breach of contract damages in the amount of \$50,000.00;
- b. Punitive damages resulting from the intentional and malicious perpetration of fraud in the amount of \$50,000.00, or an amount not to exceed \$50,000.00;
- c. For such other relief that this Honorable Court deems equitable and just.

COUNT III
COMMON LAW FRAUD -TIMOTHY NEIDER - INDIVIDUALLY

23. All statements made in paragraphs one through twenty-three are hereby realleged by this reference.

24. By depositing the check totaling \$50,000.00, the defendant Nieder, individually, represented that he was depositing a sum from an open account with sufficient funds and belonging to himself at Park Ridge Community Bank.

25. Upon information and belief, plaintiff avers that at the time the defendant Nieder, individually, presented the check, he knew the account belonging to himself at Park Ridge Community Bank was either closed, had insufficient funds therein or had been forged in violation of the law.

26. The defendant Nieder, individually, made the representation to plaintiff at the PNC Bank Banking Centers with the intent of misleading the plaintiff into relying on the representations.

~~27. The representations made by the defendant Nieder, individually, were false and~~ known by the defendant Nieder, individually, to be false, and were made for the purpose of inducing plaintiff to cash the check and cause plaintiff to be deceived and defrauded.

28. Plaintiff believed and relied on the misrepresentation, and, so believing and relying, was induced to, and did, pay the money to defendant Nieder, individually, which plaintiff would not have done had plaintiff known that the representation was false.

29. Plaintiff was reasonable in relying on the representations made by the defendant Nieder, as the plaintiff had no apparent reason to doubt the validity of the defendant Nieder's, representations.

30. As a result of defendant Nieder's conduct, plaintiff has been damaged in the amount of \$50,000.00.

31. As a result of defendant Nieder's, fraudulent conduct, plaintiff requests punitive damages in the amount of \$50,000.00 or an amount not to exceed \$50,000.00.

WHEREFORE, Plaintiff prays for judgment in its favor against the Defendant, Timothy Nieder, individually, for breach of contract and common law fraud as follows:

- a. Breach of contract damages in the amount of \$50,000.00;
- b. Punitive damages resulting from the intentional and malicious perpetration of fraud in the amount of \$50,000.00, or an amount not to exceed \$50,000.00;
- c. For such other relief that this Honorable Court deems equitable and just.

Respectfully submitted,

PNC Bank, N.A. Successor to National City Bank

By: 
One of Plaintiff's Attorneys

Weltman, Weinberg & Reis Co., L.P.A.
180 N. LaSalle St., Ste. 2400
Chicago, IL 60601
Telephone: 312-782-9676
Facsimile: 312-782-4201
Attorney No.: 31495

THIS LAW FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THIS DEBT FOR OUR CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

AD

WWR#7566957

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PNC BANK, N.A. Successor to)
NATIONAL CITY BANK,)

Plaintiff,)

-vs-)

TMN FINANCIAL SERVICES, INC))
and TIMOTHY NIEDER,)

Defendants.)

Case No.: _____

Return Date: _____

AFFIDAVIT

JOSEPH VAVRUSKA, being first duly sworn on oath, deposes and says:

1. That this affidavit is made on his or her personal knowledge and that if affiant were to be sworn as a witness to the trial of the above entitled cause, he or she could competently testify to the matters stated herein.

2. That the Affiant has personal knowledge of the facts relating to the allegations set forth in plaintiff's complaint.

3. That the Affiant is an authorized representative of plaintiff and the affiant has under his or her direct control and supervision all of the records pertaining to the account of the defendant herein.

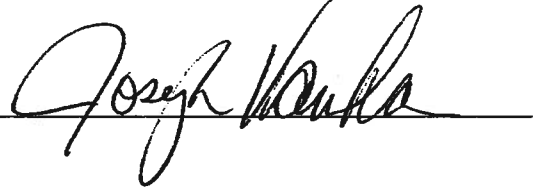
4. That the aforesaid records are kept in the ordinary course of business by the plaintiff herein.

5. That from review of the aforesaid records, and from personal knowledge, affiant states that there is a balance due on the account of the defendant to the plaintiff in the sum of \$ 121,496.60, said sum including any and all credits and setoffs.

6. That in making this affidavit, the Affiant has reviewed the account balance and has determined that the charges are customary and reasonable and due and owing.

7. Further Affiant sayeth naught.

Signature: _____



Subscribed and sworn to before me
This 19 day of NOVEMBER, 2009



Notary Public



Weltman, Weinberg & Reis Co., L.P.A.
180 N. LaSalle St., Ste. 2400
Chicago, IL 60601
Telephone: 312-782-9676
Facsimile: 312-782-4201
WWR No: 7566957
NCB Acct No: 985540019

0410000124
03/26/2009
6213584224

This is a LEGAL COPY of
your check. You can use
the same way you would
use the original check.
RETURN REASON-A
NOT SUFFICIENT
FUNDS

03/23/2009 7300049935
041000124

PAY TO THE ORDER OF
 RETURN REASON-A
 NOT SUFFICIENT FUNDS
 THOUSAND + 00/100
 DOLLARS

TIMOTHY M. NIEDER 11-03
 P O BOX 451
 PARK RIDGE, IL 60068

70-2952/719
 002680201

DATE 3.23.09 5237

\$50,000.00

PARK RIDGE COMMUNITY BANK 985540019004 7673201449

032309 196 03 0136

0302680201 5237 ⑈0005000000⑈

⑈071925525⑈ 0302680201 5237 ⑈0005000000⑈

⑈071925525⑈ 0302680201 5237 ⑈0005000000⑈

A

071000301 03/24/2009
6214266488
071925525 03/25/2009
0410105170
071000301 03/26/2009
6411979935
041000124 03/26/2009
6213584224

↓ Do not endorse or write below this line. ↓

ENDORSE HERE

CREDIT TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
Absence of Endorsement Guaranteed
NATIONAL CITY BANK
PARK RIDGE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

041000124
03/23/2009
7300049935

>041000124< 03/23/2009
7300049935

The security features listed below are used to ensure
the document is authentic and secure.

Security Features	Frontier of document authentication
Microprint	• Microprint - tiny text throughout the document
Chemically Sensitive Paper	• Chemically sensitive paper that reacts to heat and moisture
Security Screen	• Absence of "High Definition" watermark on back of check

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

7 085726058

23-9771020

NOV 23 2007

Pay to the order of TIMOTHY NIEGER \$ 50,000.00

the order of TIMOTHY NIEGER \$ 50,000.00

FIFTY THOUSAND DOLLARS AND 00 CENTS

Dollars

National City

National City Bank

Remitter

TIMOTHY NIEGER

Drawer: National City Bank

Susan Olson

AUTHORIZED SIGNATURE

Issued by Integrated Payment Systems Inc., Englewood, Colorado
JPMorgan Chase Bank, N.A., Denver, Colorado



MP

⑆ 3 70694 ⑆ ⑆ 10 2000979⑆ 68000857 260584 ⑆ ⑆000500000⑆

B

ENDORSE CHECK HERE

X *[Signature]*

AP

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

DEPOSIT ONLY BANK ENDORSEMENT

16480 04 Park Ridge Comm. Bank
0201 3/23/00
Ridge, IL ->071925525<-

FOR ANYONE CONCERNED THIS INSTRUMENT

NOT A CONTACT

REGISTERED PAYEE SYSTEM INC.

1-800-323-7289

Caution: Features on this document include a Micro Print Endorsement Line, Void Mark and Void Flag. A Record of these features may indicate a check is not a valid check. For more information, call 1-800-323-7289.


1043

TMN FINANCIAL SERVICES, INC.

PAY TO THE ORDER OF R. Ffner Barber, LLC DATE 3-20-09 20-218
718

Eighty thousand three hundred + 00/100 \$ 80,300.00

National City. 320520534 03-20-09 00 007 DOLLARS

FOR Business Loan 

⑆00001043⑆ ⑆071921891⑆ 985540019⑆ ⑆0008030000⑆

MAR 20 09

0063 36 6

BANK OF AMERICA CITIBANK N.A.
MICHIGAN ILLINOIS
320520534 03-20-09

072031770

CITIBANK N.A.
FOR DEPOSIT ONLY

ENDORSE
For Deposit only
Acct # 080048197

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

C

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PNC Bank, N.A., Successor to NATIONAL City Bank

v.

TMN FINANCIAL SERVICES, Inc.
And Timothy Nieder

No.

2009L015081
2009L015081
CALENDAR ROOM 4
TIME 00:00
Fraud

CIVIL ACTION COVER SHEET - CASE INITIATION

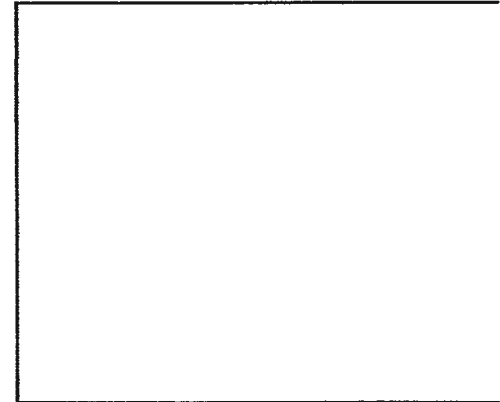
A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. ONLY ONE (1) CASE TYPE MAY BE CHECKED WITH THIS COVER SHEET.

Jury Demand Yes No

PERSONAL INJURY/WRONGFUL DEATH

CASE TYPES:

- 027 Motor Vehicle
- 040 Medical Malpractice
- 047 Asbestos
- 048 Dram Shop
- 049 Product Liability
- 051 Construction Injuries
(including Structural Work Act, Road Construction Injuries Act and negligence)
- 052 Railroad/FELA
- 053 Pediatric Lead Exposure
- 061 Other Personal Injury/Wrongful Death
- 063 Intentional Tort
- 064 Miscellaneous Statutory Action
(Please Specify Below**)
- 065 Premises Liability
- 078 Fen-phen/Redux Litigation
- 199 Silicone Implant



(FILE STAMP)

COMMERCIAL LITIGATION

CASE TYPES:

- 002 Breach of Contract
- 070 Professional Malpractice
(other than legal or medical)
- 071 Fraud
- 072 Consumer Fraud
- 073 Breach of Warranty
- 074 Statutory Action
(Please Specify Below**)
- 075 Other Commercial Litigation
(Please Specify Below**)
- 076 Retaliatory Discharge

09 DEC 10 AM 10:00
CIRCUIT COURT OF COOK COUNTY
LAW DIVISION
FILED

TAX & MISCELLANEOUS REMEDIES

CASE TYPES:

- 007 Confession of Judgment
- 008 Replevin
- 009 Tax
- 015 Condemnation
- 017 Detinue
- 029 Unemployment Compensation
- 036 Administrative Review Action
- 085 Petition to Register Foreign Judgment
- 099 All Other Extraordinary Remedies

OTHER ACTIONS

CASE TYPES:

- 062 Property Damage
- 066 Legal Malpractice
- 077 Libel/Slander
- 079 Petition for Qualified Orders
- 084 Petition to Issue Subpoena
- 100 Petition for Discovery

**

By: Kirsten Pepper
(Attorney) (Pro Se)

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

PNC BANK, N.A. Successor to)
NATIONAL CITY BANK,)
)
Plaintiff,)
-vs-)
)
TMN FINANCIAL SERVICES, INC))
and TIMOTHY NIEDER,)
)
Defendants.)

Case No.: _____
Return Date: _____

20091015081
CALENDAR/ROOM 8
TIME 00:00
P. 2009

VERIFIED COMPLAINT

NOW COMES the Plaintiff, PNC Bank, N.A., Successor to National City Bank (hereinafter "Plaintiff"), by and through its attorneys Weltman, Weinberg & Reis Co., L.P.A., and complains of Defendants, TMN Financial Services, Inc. and Timothy Nieder, as follows:

JURISDICTION AND VENUE

1. Plaintiff, National City Bank, ("Plaintiff") is a National Banking Association authorized to transact business in the State of Illinois.
2. The Defendant TMN Financial Services, Inc., ("Defendant TMN") is a corporation in good standing and authorized to transact business in the State of Illinois.
3. The Defendant, Timothy Nieder ("Defendant Nieder") is a resident of the State of Illinois, residing in the County of Cook. Defendant Nieder is the owner and an officer of TMN Financial, Inc.
4. Venue in this action is proper and in accordance with 735 ILCS 5/2-101.

FACTUAL ALLEGATIONS

5. Defendant TMN maintained a business checking account with plaintiff, account number ending in 0019.

6. On March 23, 2009, defendant Nieder deposited with Plaintiff into the business checking account of Defendant TMN, a check numbered 5237 in the amount of \$50,000.00 drawn off of his personal account at Park Ridge Community Bank. A copy of said check is attached hereto and made a part hereof as Exhibit "A".

7. On March 23, 2009, defendant Nieder withdrew \$50,000.00 in the form of an official check. A copy of said official check is attached hereto and made a part hereof as Exhibit "B".

8. On March 24, 2009, a check for \$80,300.00 posted to the account and was paid to Riffner Barber, LLC. A copy of said check is attached hereto and made a part hereof as Exhibit "C".

9. On March 26, 2009, Park Ridge Community Bank returned the deposited check numbered 5237 in the amount of \$50,000.00 unpaid for the reason of "Non Sufficient Funds." A copy of which is attached hereto and made a part hereof by reference as Exhibit "D".

10. As a result of the returned items, Defendant TMN's business checking account is overdrawn in the amount of \$121,496.60.

11. The defendants TMN Financial and Timothy Nieder have failed to respond to Plaintiff's written requests for reimbursement.

COUNT I
BREACH OF CONTRACT – TMN FINANCIAL SERVICES, INC.

12. All statements made in paragraphs one through twelve are hereby realleged by this reference.

13. Defendant TMN acting through its agent, T. Nieder has breached the terms and conditions of the Agreement pertaining to withdrawals from its business checking account. Specifically, defendant TMN has failed to maintain an account balance with sufficient funds to cover each and every withdrawal from its business checking account.

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant, TMN Financial Services, for breach of contract in the amount of \$121,496.60 together with lawful interest and court costs.

COUNT II
COMMON LAW FRAUD – TMN FINANCIAL SERVICES, INC.

14. All statements made in paragraphs one through fourteen are hereby realleged by this reference.

15. By depositing the check totaling \$50,000.00, the defendant TMN acting through its agent, Nieder, represented that it was depositing a sum from an open account with sufficient funds and belonging to Timothy Nieder's personal account with Park Ridge Community Bank.

16. Upon information and belief, plaintiff avers that at the time the defendant TMN acting through its agent, Nieder presented the checks, it knew the account belonging to Timothy Nieder with Park Ridge Community Bank was either closed, had insufficient funds therein or had been forged in violation of the law.

17. The defendant TMN acting through its agent, Nieder, made the representation to plaintiff at the PNC Bank Banking Centers with the intent of misleading the plaintiff into relying on the representations.

18. The representations made by the defendant TMN acting through its agent, Nieder were false and known by the defendant TMN acting through its agent, Nieder, to be false, and

were made for the purpose of inducing plaintiff to cash the check and cause plaintiff to be deceived and defrauded.

19. Plaintiff believed and relied on the misrepresentation, and, so believing and relying, was induced to, and did, pay the money to defendant TMN acting through its agent, Nieder, which plaintiff would not have done had plaintiff known that the representation was false.

20. Plaintiff was reasonable in relying on the representations made by the defendant TMN acting through its agent, Nieder, as the plaintiff had no apparent reason to doubt the validity of the defendant TMN acting through its agent, Nieder's, representations.

21. As a result of defendant TMN acting through its agent, Nieder's, conduct, plaintiff has been damaged in the amount of \$50,000.00.

22. As a result of defendant TMN acting through its agent, Nieder's fraudulent conduct, plaintiff requests punitive damages in the amount of \$50,000.00 or an amount not to exceed \$50,000.00.

WHEREFORE, Plaintiff prays for judgment in its favor against the Defendant, TMN Financial Services, Inc., for breach of contract and common law fraud as follows:

- a. Breach of contract damages in the amount of \$50,000.00;
- b. Punitive damages resulting from the intentional and malicious perpetration of fraud in the amount of \$50,000.00, or an amount not to exceed \$50,000.00;
- c. For such other relief that this Honorable Court deems equitable and just.

COUNT III
COMMON LAW FRAUD -TIMOTHY NEIDER - INDIVIDUALLY

23. All statements made in paragraphs one through twenty-three are hereby realleged by this reference.

24. By depositing the check totaling \$50,000.00, the defendant Nieder, individually, represented that he was depositing a sum from an open account with sufficient funds and belonging to himself at Park Ridge Community Bank.

25. Upon information and belief, plaintiff avers that at the time the defendant Nieder, individually, presented the check, he knew the account belonging to himself at Park Ridge Community Bank was either closed, had insufficient funds therein or had been forged in violation of the law.

26. The defendant Nieder, individually, made the representation to plaintiff at the PNC Bank Banking Centers with the intent of misleading the plaintiff into relying on the representations.

27. The representations made by the defendant Nieder, individually, were false and known by the defendant Nieder, individually, to be false, and were made for the purpose of inducing plaintiff to cash the check and cause plaintiff to be deceived and defrauded.

28. Plaintiff believed and relied on the misrepresentation, and, so believing and relying, was induced to, and did, pay the money to defendant Nieder, individually, which plaintiff would not have done had plaintiff known that the representation was false.

29. Plaintiff was reasonable in relying on the representations made by the defendant Nieder, as the plaintiff had no apparent reason to doubt the validity of the defendant Nieder's, representations.

30. As a result of defendant Nieder's conduct, plaintiff has been damaged in the amount of \$50,000.00.

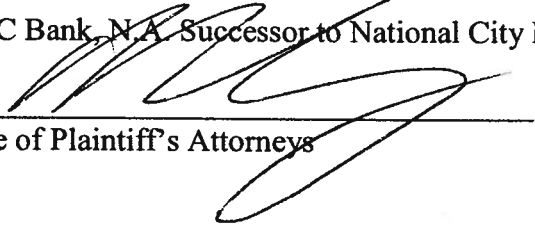
31. As a result of defendant Nieder's, fraudulent conduct, plaintiff requests punitive damages in the amount of \$50,000.00 or an amount not to exceed \$50,000.00.

WHEREFORE, Plaintiff prays for judgment in its favor against the Defendant, Timothy Nieder, individually, for breach of contract and common law fraud as follows:

- a. Breach of contract damages in the amount of \$50,000.00;
- b. Punitive damages resulting from the intentional and malicious perpetration of fraud in the amount of \$50,000.00, or an amount not to exceed \$50,000.00;
- c. For such other relief that this Honorable Court deems equitable and just.

Respectfully submitted,

PNC Bank, N.A. Successor to National City Bank

By: 
One of Plaintiff's Attorneys

Weltman, Weinberg & Reis Co., L.P.A.
180 N. LaSalle St., Ste. 2400
Chicago, IL 60601
Telephone: 312-782-9676
Facsimile: 312-782-4201
Attorney No.: 31495

THIS LAW FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THIS DEBT FOR OUR CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

AND

WWR#7566957

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

PNC BANK, N.A. Successor to)
NATIONAL CITY BANK,)

Plaintiff,)

-vs-)

TMN FINANCIAL SERVICES, INC))
and TIMOTHY NIEDER,)

Defendants.)

Case No.: _____

Return Date: _____

AFFIDAVIT

JOSEPH VAVRUSKA, being first duly sworn on oath, deposes and says:

1. That this affidavit is made on his or her personal knowledge and that if affiant were to be sworn as a witness to the trial of the above entitled cause, he or she could competently testify to the matters stated herein.

2. That the Affiant has personal knowledge of the facts relating to the allegations set forth in plaintiff's complaint.

3. That the Affiant is an authorized representative of plaintiff and the affiant has under his or her direct control and supervision all of the records pertaining to the account of the defendant herein.

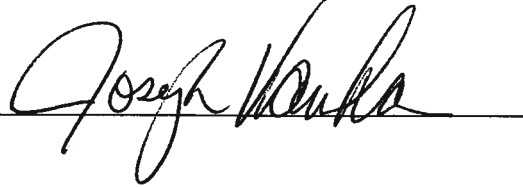
4. That the aforesaid records are kept in the ordinary course of business by the plaintiff herein.

5. That from review of the aforesaid records, and from personal knowledge, affiant states that there is a balance due on the account of the defendant to the plaintiff in the sum of \$ 121,496.60, said sum including any and all credits and setoffs.

6. That in making this affidavit, the Affiant has reviewed the account balance and has determined that the charges are customary and reasonable and due and owing.

7. Further Affiant sayeth naught.

Signature: _____



Subscribed and sworn to before me
This 19 day of NOVEMBER, 2009



Notary Public



Weltman, Weinberg & Reis Co., L.P.A.
180 N. LaSalle St., Ste. 2400
Chicago, IL 60601
Telephone: 312-782-9676
Facsimile: 312-782-4201
WWR No: 7566957
NCB Acct No: 985540019

041000014
03/26/2009
6213584224

This is a LEGAL COPY of
your check. You can use
the same way you would
use the original check.
RETURN REASON-A
NOT SUFFICIENT
FUNDS

0410001241 03/23/2009
7300049935

PAY TO THE ORDER OF
 RETURN REASON-A
 NOT SUFFICIENT FUNDS
 THOUSAND + 00/100 — DOLLARS \$50,000.00

TIMOTHY M. NIEDER 11-03
 P O BOX 451
 PARK RIDGE, IL 60068

70-2930/719
 0002680201
 DATE 3.23.09 5237

0332309 196 03 0135
 PARK RIDGE COMMUNITY BANK 7873201449

0302680201 5237 100050000000

410719255251 0302680201 5237 100050000000

A

071000301 03/24/2009
6214266488
071925525 03/25/2009
0410105170
071000301 03/26/2009
6411979935
041000014 03/26/2009
6213584224

↓ Do not endorse or write below this line. ↓

ENDORSE HERE

CREDIT TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
Absence of Endorsement is Guaranteed
NATIONAL CITY BANK
PARK RIDGE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

>041000124< 03/23/2009
7300049935

The security features listed below, as well as others not listed, protect money in this note.

Security Features	Results of document alterations
Microprint	• Microprint lines on the front and back of the note when the note is held up to the light
Chemically Sensitive Paper	• The note will turn brown if it is exposed to water
Security Strips	• A window in the front of the note will show a color change

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Hold document up to the light to view true watermark

OFFICIAL CHECK

Hold document up to the light to view true watermark

7 085726058

23-97/1020

MAY 23 2007

Pay to the order of TIMOTHY HEDER \$ 50,000.00

the order of \$

FIFTY THOUSAND DOLLARS AND 00 CENTS

Dollars

National City

National City Bank

Remitter

TIMOTHY HEDER

Drawer: National City Bank

Susan Olson

AUTHORIZED SIGNATURE

Issued by Integrated Payment Systems Inc., Englewood, Colorado
JPMorgan Chase Bank, N.A., Denver, Colorado



⑆ 370694⑆ ⑆ 102000979⑆ 68000857260584⑆ ⑆0005000000⑆

B

ENDORSE CHECK HERE

X *[Signature]*

AP

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

DISPENSARY BANK CINDORSEMENT

04 Park Ridge Comm. Bank
3/23/2009
->071925525<-

FOR FURTHER INFORMATION CONCERNING THIS INSTRUMENT
CONTACT:
MICROFILM PAYMENT SYSTEMS INC.
1-800-523-7280

Some features on this document include a
Microfilm Endorsement Line, Void Mark, and Void Flag.
Absence of these features may indicate defect in
reproduction. For more information, contact:
MICROFILM PAYMENT SYSTEMS INC. 1-800-523-7280

1043

TMN FINANCIAL SERVICES, INC.

DATE 3-20-09 70-218 198
718

PAY TO THE ORDER OF R. Ffner Barber, LLC \$ 80,300⁰⁰

Eighty thousand three hundred + ⁰⁰/₁₀₀ DOLLARS

National City.

FOR Business Loan

[Signature]

⑆00001043⑆ ⑆071921891⑆ 985540019⑆ ⑆0008030000⑆

320520534 03-20-09 00 007

ENDORSE
For Deposit only
Acct # 080048197

CITIBANK N.A.
FOR DEPOSIT ONLY

MIR 20 09

0063 36 0

>271070801
CITIBANK IL

BANK OF AMERICA N.A. CHICAGO ILLINOIS
⑆110000254 E1509 94 003⑆
⑆071921891⑆ 320520534 03-20-09

0372001

The 40, under certain conditions, may be used for other purposes. For use of the...
* FEDERAL RESERVE NOTE

C