

**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  
6213564224

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 0410001241  
7300049935

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

032309 196 03 0136  
 PARK RIDGE COMMUNITY BANK 985540019004 7673201449

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  
 6213584224  
 03/23/2009  
 7300049935

>041000124< 03/23/2009  
 7300049935

The security features listed below are used to ensure  
 the document is authentic and cannot be reproduced.

Security Features	Front of document all-ink
Microprint	• All text is printed in fine dots
Chemically Sensitive Paper	• The document will turn brown if it is exposed to water
Security Screen	• All text is printed in black ink

© 2009 Federal Reserve Bank of Cleveland  
 \* 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

APR 23 2009

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

the order of TIMOTHY WIEGER \$ 50,000.00

FIFTY THOUSAND DOLLARS AND 00 CENTS

Dollars

## National City

National City Bank

Remitter

TIMOTHY WIEGER

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 3/23/09  
Ridge, IL ->071925525<-

FOR ANYONE CONCERNED THIS INSTRUMENT  
NOT A CONTACT  
001  
REGISTERED PAYMENT SYSTEMS INC.

1-800-323-7229

Caution: Features on this document include a  
Micro-Paper Endorsement Line, Void Mark and Void Flag.  
Presence of these features may indicate either an  
original or a copy of the document. For more information,  
visit [www.fedex.com](http://www.fedex.com).

1043

TMN FINANCIAL SERVICES, INC.

DATE 3-20-09 20-218  
718

PAY TO THE ORDER OF R. Ffner Barber, LLC

\$ 80,300<sup>00</sup>

Eighty thousand three hundred + <sup>00</sup>/<sub>100</sub> DOLLARS

National City.

FOR Business Loan

*[Signature]*

⑆00001043⑆ ⑆071921891⑆ 985540019⑆ ⑆0008030000⑆

ENDORSE  
For Deposit only  
Acct # 080048197

CITIBANK N.A.  
FOR DEPOSIT ONLY

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

0063 36 6

MAR 20 09

⑆271070801⑆  
CITIBANK ILL.  
⑆320520554 03-20-09⑆

CITIBANK N.A.  
ILLINOIS  
⑆320520554 03-20-09⑆

BANK OF AMERICA ON  
⑆12800254 03-20-09⑆

0726311770

C



**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.

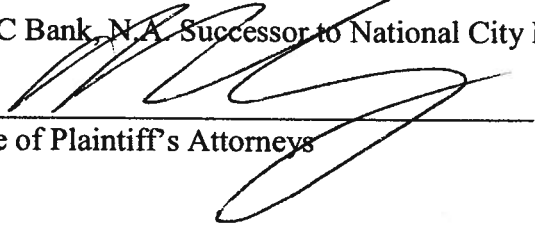
31. As a result of defendant Nieder's, fraudulent conduct, plaintiff requests punitive damages in the amount of \$50,000.00 or an amount not to exceed \$50,000.00.

**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.

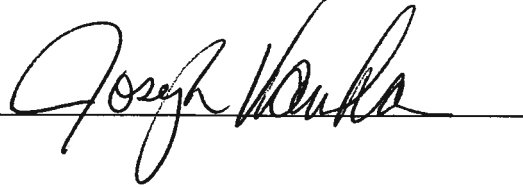
4. That the aforesaid records are kept in the ordinary course of business by the plaintiff herein.

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 to the light
Chemically Sensitive Paper	• The note is made from a special paper that is sensitive to fire and water
Security Strips	• A window in the front of the note that shows 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

NOV 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



MP

⑆ 3 70694 ⑆ ⑆ 10 2000979⑆ 68000857 260584 ⑆ ⑆ 0005000000 ⑆

B

ENDORSE CHECK HERE

X *[Signature]*

AP

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

DISPENSARY BANK ENDORSEMENT

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

FOR FURTHER INFORMATION CONCERNING THIS INSTRUMENT  
CONTACT:  
MICROFILM PAYMENT SYSTEMS INC.  
1-800-525-7280

Some features on this document include a  
Microfilm Endorsement Line, Void Mark, and Void Flag.  
Absence of these features may indicate either an  
original or a microfilm reproduction. For more information,  
contact Microfilm Payment Systems Inc. at 1-800-525-7280.

1043

TMN FINANCIAL SERVICES, INC.

DATE 3-20-09 70-218 198  
718

PAY TO THE ORDER OF R. Ffner Barber, LLC \$ 80,300<sup>00</sup>

Eighty thousand three hundred + <sup>00</sup>/<sub>100</sub> 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

2271070801  
CITIBANK ILL.

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

\* FEDERAL RESERVE NOTE  
The 40, under certain conditions, is redeemable for silver dollars and silver certificates.  
Printed on 100% cotton fiber.  
Mfg. U.S.A.

0372001

C