

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

DEC 15 2009

PATRICIA PRESLEY, COURT CLERK

by _____
DEPUTY

Oklahoma Department of Securities)
ex rel. Irving L Faught,)
Administrator,)
Plaintiff,)
v.)
Brian McKye,)
Defendant))

Case No. CJ-2009-2773

DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY
JUDGEMENT AGAINST DEFENDANT BRIAN MCKYE

Defendant , Brian McKye, pro se, responds against Plaintiff's Motion for Summary Judgement. Defendant denies that the Oklahoma Uniform Securities Act of 2004 was violated by Defendant and requests this Court to deny said motion.

PLAINTIFF'S STATEMENTS AS TO WHICH THERE IS NO SUBSTANTIAL CONTROVERSY

- #1 Agreed
- #2 Agreed
- #3 Agreed
- #4 Agreed
- #5 Agreed
- #6 Agreed
- #7 Agreed

PLAINTIFF'S STATEMENTS AS TO WHICH THERE IS SUBSTANTIAL CONTROVERSY

- #8 Denied Mr. Joe Don Johnson, Heritage Defendant, at no time material to this action was ever employed to offer or sell securities for Global West Funding, Sure Lock Loan stores, or Sure Lock Financial or Brian McKye Defendant. Mr Johnson was under contract with Global West since July 2005 as a independent contractor authorized to make loans, originate loans, collect on accounts, and collect a commission and a bonus for services rendered, (See exhibit I)
Mr James Farnham provided notary services, not sales. Mr Farnham was not an employee or independent contractor for Global West or Sure Lock stores therefore Mr Farnham never offered and/or sold "investment notes" directly for Defendants GWfunding, Sure LockLoan/Financial, and/or Brian McKye.
- #9 Denied Defendant and/or his agents never used sales materials stating that clients have "100% Total Control" of their money once given to Defendant's Companies. Nothing in "see exhibit B Stephen Moriarty" of Plaintiff's motion says "100% Total control". At no time were employees or independent contractors of Defendant told to say or purport this phrase to clients of GW Funding, or Sure Lock Loan stores. Defendant denies that anyone of its many clients will attest to this Plaintiff's claim.
- #10 Denied Clients of the Defendant were instructed exactly how their accounts gave them control over funds given to the Defendant. Clients could "opt out" of a higher return account for which clients must take longer to have access, (three days up to three months); for a shorter

term account which allows them up to immediate access without fines or fees of any kind. This kind of control is evidenced by the following (exhibits B and C). This demonstrates just a few of the many clients who have chosen to exercise "control" without costs. Furthermore, Defendant asserts that in most cases clients did have collateral with the promissory note and the collateral as a unit was used on over 500 Trust Loans since 2006. (see exhibits D,E, & F)

- #11 Denied At no time over the months in question, May 2005 to March 2009 was a net or gross amount of six million dollars raised from clients of GW Funding, Sure Lock Loan stores, or Brian McKye Defendant. (see affidavits exhibits G & H)
- #12 Agreed
- #13 Denied All payments received from clients were used exclusively in the operations related to building loan revenues. Any payments to Heritage Estate Service were related to the purchase of Trust Loans of which Heritage was paid well over one million dollars. Defendant Brian McKye did receive a small salary for each of the past four years. Plaintiff is making an openly broad statement which infers that any client which gave money to Defendant can or should expect their money to be never loaned out. Mr. McKye personally took home less than \$38,000 each of the last four years. Plaintiff cannot make the claim that funds collected from clients by Defendant were "unrelated to generating revenue" when the vast majority was used precisely as promised.
- #14 Denied Most of Defendant's clients, nearly 90%, executed all their transactions by means of electronic debit or credit to their accounts on the next business day in direct coordination with Defendant. (see exhibit J)
Although clients of Defendant may have had a limited role in the decision(s) of Defendant to purchase specific loan groups; clients did have a significant role in achieving the promised returns by "opting in or opting out" daily or whenever they choose, as mentioned in Question #10.
- #15 Denied Defendant asserts that his promissory notes are and were exempt from Oklahoma Securities Law for the time material to this action. Plaintiff incorrectly states that because this defense might not have been previously raised, Defendant is barred from this claim. This is not true because of the simple fact that this is not an Affirmative Defense.
This is the State Agency's case that Defendant is NOT exempt. Defendant has provided proof of such exemption by turning over to the Agency all documents of all Defendants' customers upon request. For four years Defendant has fully complied with Mr. Faught and Ms. Labarthe's requests (four different times). Defendant has not and did not sell or offer to sell notes required to be registered in the State of Oklahoma. Since this is not an Affirmative Defense the Defendant respectfully makes this claim of exemption.
- #16 Denied (See Question 15)

- I. There is substantial controversy as to the material facts alleged by Plaintiff.
- II. Defendant neither offered nor sold securities under Oklahoma State Law.

Plaintiff's Argument II actually comprises arguments A thru E.

- A. Defendant offered or sold securities under Oklahoma Law.
 B. Defendant offered or sold securities in violation to the Act.
 C. Defendant was not registered to offer securities in Oklahoma.
 D. Defendant committed fraud in selling securities.
 E. Defendant's statements are adverse inferences.

- A. Denied A. Plaintiff cites Tcherepnin v. Knight and United Housing Foundation, Inc. v. Forman for such a claim; "form is to be disregarded over substance and the emphasis should be on (the) economic reality".

Answer: Exactly, for the very reason the emphasis should be placed on the "economic reality" Tcherepnin v. Knight goes on to say that: " 'Security' within the Securities Act of 1933 and Securities Exchange Act of 1934 embodies a flexible rather than a static principle, one that is capable of adaptation". The "economic reality" for Defendant's clients was that all were paid each month without "new monies" being paid in. At the time of this action all stores were performing as promised and no additional funds were needed to meet operations.

B. Plaintiff cites RST Service Mfg., Inc. v. Musselwhite because... "Defendant has not raised the affirmative defense of the availability of an exemption from registration. Failure to plead an affirmative defense is a waiver of that defense."

Answer: This is not Affirmative Defense. This is the Plaintiff's argument that Defendant is NOT offering an exempt investment. Plaintiff claims to the burden of proof being on the Defendant are true by statute, however; once all information is provided to Plaintiff it is incumbent upon the Plaintiff to address those claims in a timely matter otherwise by Plaintiff's inaction over more than three years time attests to the Defendant's exemption from registration. So, therefore Defendant is not in violation of the Act.

C. Plaintiff cites RST Service Mrg., Inc. v. Musselwhite stating that "failure to plead an affirmative defense is a waiver of that defense." Once again, this is not an Affirmative Defense, therefore any implied waiver of said Defense is omitted.

D. Plaintiff cites Section 1-501 of the Oklahoma Securities Act of 2004 which Plaintiff claims:

1. "Defendant misrepresented that investors would have total control over their investments".
2. Investors were not secured or collateralized.
3. Defendant used investor funds for personal expenses.

Answer: 1. Defendant denies ever making such representations to clients by himself or any of his agents.

2. Investors are secured or collateralized a majority of the time. Those not being secured (pre-2007) were never informed that they were secured.
3. Other than a small stipend to Defendant McKye, all funds were used for the generation of revenue building loans.

E. Defendant's Statements were adverse inferences.

Answer: Plaintiff's claim of Defendants' adverse inferences is not correct in this case because courts have shown that such a claim is "extreme" and not relevant to Defendant who has cooperated fully with the Plaintiff for four years running. The United States Eighth Circuit Court of Appeals in 2004 concluded that the adverse inference instruction is an "extreme" sanction and should "not be given lightly". Defendant merely exercised his constitutionally protected right as both witness and pro se represented in deposition.

CONCLUSION

The facts stated herein and evidentiary materials attached hereto establish that there is significant issues of material facts which contradict the State Agency's claim of violation of the Act by the Defendant. Defendant therefore prays that this Court deny the Motion for Summary Judgement, and set a Pre-Trial Conferencing date as before.

Respectfully submitted this _____ 2009.

Brian McKye pro se
P.O. Box 957
Jay, Ok 74346

These Terms of Services are hereby made a part of the Application Service Provider Services Agreement in effect between Global West Funding and the Customer (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, made this twentieth day of June, 2005 sets out the entire agreement by and between Global West Funding, Ltd., an Oklahoma Supervised Lender and limited liability company (hereinafter "GWF") and Joe Don Johnson dba Strategic Marketing Concepts Co. (hereinafter called "SMC" or "Customer").



WHEREAS, GWF is licensed under the Mortgage Broker Licensure Act with the Administrator of Consumer Credit to perform mortgage lending services in the State of Oklahoma. Customer is licensed with, the Administrator of Consumer Credit;

WHEREAS, GWF and Customer desire to enter into an independent contractor relationship whereby Customer will provide mortgage note placement and brokerage services on behalf of GWF;

WHEREAS, GWF agrees to assume full responsibility for any violation by the Customer of any provision under the Oklahoma Supervised Lending Act.

WHEREAS, GWF agrees to pay or caused to be paid commissions to customer as provided herein, SUBJECT TO the terms and conditions of this Agreement,

1. Appointment and Relationship. SMC is hereby appointed as an Agent of GWF to engage in the business of a mortgage note broker, as set forth in the Oklahoma Supervised Lending Act, on behalf of GWF. It is expressly agreed that the relationship of the Customer with GWF shall be that of an Independent Contractor only, and that nothing contained herein shall be construed to create the relationship of employer and employee, and Customer shall not represent himself as an employee of GWF. Within the territory described, the Customer as an independent agent shall be free to engage in the business of a mortgage note broker from any such other licensed mortgage company and at such times as the Customer may select.

2. Obligations of Customer when Soliciting Business. The Agent may: solicit mortgage notes and applications and shall: provide each borrower and note purchaser with a full written disclosure containing an itemized explanation of all fees and costs that the purchaser/borrower is required to pay as required

3. General Commission Provisions. Should Customer at any time, either before or after termination of this Agreement: Wrongfully withhold funds belonging to an applicant or GWF; or should Customer fail to comply with the Supervised Lending Act or Regulations of the state; or fail to perform any of Customer's agreements with, GWF; then no commission, whether vested or otherwise, shall thereafter be payable under this Agreement. If Customer violates the provisions of this Section, all commissions due Customer at that time and in the future whether vested or not, will cease. If GWF receives inquiries from the Administrator of Consumer Credit Regulatory bodies and / or applicants of Customer, Customer agrees to respond in writing to such inquiries within fifteen business days after notification is mailed to Customer at Customer's last known address. If Customer does not respond, Customer waives all rights to any compensation payable pursuant to this Agreement.

4. Commissions. Commissions are earned by SMC under the terms of this contract as commissionable fees received and earned by Customer. Customer may charge fee amounts equal to the those set forth in addendum "C" so long as charges do not exceed state and/or federal usury and RESPA laws. Customer may keep and receive additional commission personally based on fees having been charged and fully disclosed to the End Customer. The Commission Schedule may be changed periodically by GWF as to future business, but may not be changed for past business subsequent to the Commission Schedule change. For Complete listing of chargeable commissions see attached Schedule "C"

5. Overrides. Overrides are earned by a Customer in good standing (all notes and fees paid) for developing and referring other End User Clients (who must also be in good standing) to the program. Overrides are paid on all NET NOTE AMOUNTS of the particular End User Client into the company paid on closed and funded notes.

For example: Customer refers another End User Client whose loans total six (6) for the month. That referring Customer will receive five percent (5%) of the referred Customers' net company volume for that month. There is no limit to the number of referrals an active Customer may be paid on. However, once the referred Customer then refers yet another Customer, that third level override once due and payable is only paid to the "sponsoring" referring Customer. Each Customer sponsors another and is paid for THEIR personally generated revenue only.

6. Accounting. During the term of this Agreement, GWF agrees to furnish SMC statements with the monthly accounting of transactions effecting SMC's account. Customer has the responsibility to review Customer's statements from GWF, and advise GWF of any questions or discrepancies, If Customer does not advise GWF of any questions or discrepancies within thirty (30) days after a statement has been provided to Customer, it is presumed that the statement is accurate. Further review of Customer's statement after thirty (30) days will be at Customer's own expense. All commissions due under this Agreement are payable at GWF's office in Oklahoma.

7. License Access. GWF hereby grants Customer a non-exclusive, non-transferable, terminable license, under the terms and conditions of the Agreement, to access and to use the GWF system (the "System").

8. Changes in Service. The Customer and GWF shall notify/request any changes of the Services in writing. Executing a new Schedule "C" – GWF Services, shall set out changes to the GWF Services. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing.

9. Requirements and Restrictions. Access and use of the System is restricted solely for SMC's own internal use and is subject to and conditioned upon the following requirements and restrictions

- (a) SMC shall perform all its requirements and obligations under the Agreement;
- (b) Customer shall not distribute, sublicense or copy the System or otherwise provide access to the System by any third party without the expressed written consent by GWF;
- (c) Customer shall not sell, sell access to, or sell use of the System nor shall Customer use the System in connection with a service that competes with GWF or that is a substitute for some or all GWF's functions, such as Customer acting as a service bureau, information processor or information service provider for or on behalf of any third-party;
- (d) Customer shall not tamper with the words or structure of the documents of the System or any of the End User Client Accounts on the System or otherwise render the System unusable;
- (e) Customer shall not use the System for any unlawful purpose or to mislead, harass or interfere with and End User Client or with any third party affiliate; and
- (f) Customer shall conform to such other reasonable policies and instructions as may be established by GWF from time to time concerning access and use of the System as may be set forth in written materials provided by GWF to the Customer from time to time.

10. Termination of License. The license granted to the Customer under this Agreement shall terminate immediately and automatically upon violation of any of the requirements and restrictions set forth herein or upon termination of the Agreement.

11. GWF Use of Information. Customer grants to GWF the right to transmit, monitor, retrieve, store and use the data it enters or posts in the System and its data entered or posted on its behalf. Except as otherwise expressly permitted in the Agreement, Customer does not grant to GWF the right to adopt, modify, reproduce, distribute, sell, disclose or display such data.

12. Termination. GWF or the Customer may terminate this Agreement immediately if: A material breach of default is committed by GWF or the Customer in the performance of their respective obligations under this Agreement. Either party ceases to carry on business as a going concern, makes an assignment for the benefit of its creditors, GWF's obligations under the Agreement will end immediately. All data contained in customers shared directories shall be returned to customer on compact disc within 30 days of termination.

note rates payable, from time to time, by providing thirty (30) days prior notice of such amended fees to the Customer.

14. Overdue Payments. Payments to Customer that are overdue shall be subject to a \$50 late charge, or 1.5% per month finance charge calculated from the due date, whichever is greater

15. Practice's Confidential and Proprietary Information. Each of GWF and the Customer recognizes that due to the nature of the Agreement each party may receive or have access to confidential and proprietary information of the other party ("Confidential and Proprietary Information") (each such party disclosing such Confidential and Proprietary Information hereafter referred to as the "Discloser" and each party in receipt of such Confidential and Proprietary Information hereafter referred to as the "Recipient"). For purposes hereof, Confidential and Proprietary Information of the Discloser shall include, but necessarily be limited to, the following: financial records and data, financial analyses, protocols, guidelines, forms, contracts, policies, procedures, End User Client and demographic data, and other information used by the Discloser in the operation of its business. Each of GWF and the Customer hereby acknowledges and agrees (a) that the Recipient will hold in confidentiality all Confidential and Proprietary Information received from the Discloser, and the Recipient shall take all necessary, reasonable and appropriate precautions to protect the confidentiality of such information; (b) that the Recipient shall require its own agents, employees independent contractors to whom it discloses any Confidential and Proprietary Information of the Discloser to treat such information as confidential and to consent in writing to be bound by the confidentiality requirements herein as Recipient is bound.; (c) that the Recipient will use all Confidential and Proprietary Information received from the Discloser only in performance of the Agreement or to enforce rights under the Agreement; (d) that the Recipient waives any and all right, title and interest in and to all Confidential and Proprietary Information received from the Discloser; (e) that the Recipient will return at its own expense all electronic and paper originals and copies of Confidential and Proprietary Information of the Discloser to the Discloser upon the termination of the Agreement; and (f) that after termination of the Agreement the Recipient shall not use any Confidential and Proprietary Information of the Discloser for any purpose other than to seek to enforce any rights pursuant to the Agreement.

16. Additional Provisions. In the event that a party or anyone to whom a party transmits Confidential and Proprietary Information becomes legally compelled to disclose any such information, such party shall provide the other party with prompt notice so that the other parties may seek a protective order or other remedy. The party under a legal obligation to disclose shall disclose only that portion of such information which such party is advised by written opinion of counsel is legally required and shall use its best efforts to obtain a protective order or other reasonable assurance that such proprietary information shall be treated confidentially by any recipient. The obligations in Section 5.1 above shall not apply to information which (i) is or becomes generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by the Recipient or its affiliates, advisors or representatives); (ii) is or becomes available to the Recipient on a non-confidential basis from a source other than the Discloser, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy to the Discloser of which the Recipient has knowledge at the time of such disclosure; or (iii) has already been or is hereafter acquired or developed by the Recipient independently and without violating any confidentiality agreement or other obligation of secrecy.

17. Non-Competition. SMC acknowledges that the business of GWF consists of developing and providing the System Services throughout Oklahoma (the "Business"). During the term of this Agreement and for a period of twenty-four (24) months from the date of the termination of this Agreement, Customer agrees to neither (i) engage directly for itself, or in conjunction with or on behalf of any person or entity, in the same or closely related line(s) of business as the Business; nor (ii) work for or become employed by or associated with any person or entity that is engaged in the same or closely related line(s) of business as the Business. The Customer's obligations under this Section 6.1 shall extend to all geographical areas of the State of Oklahoma in which GWF is offering the Services, either directly or indirectly, through licenses or otherwise, during the time period specified above.

18. Non-Solicitation. The Customer further agrees that for a period of eighteen (18) months from the date of the termination of the Agreement, the Customer will not, on behalf of itself or any competitor of GWF, (i) compete for, or engage in the solicitation of, or attempt to divert or take away from GWF, any customer of GWF who has done business with GWF during the eighteen (18) months immediately preceding the termination of the Agreement; (ii) compete for, solicit or attempt to divert or take away from GWF, any prospective customer that has, prior to the termination of the Agreement, expressed an interest

in doing business with G and about which the Customer learned w the Agreement was in effect; or

(iii) hire or engage or attempt to hire or engage any individual, or attempt to induce an individual to terminate their employment to the termination of the Agreement.

35. Representation. CUSTOMER REPRESENTS AND WARRANTS THAT THE KNOWLEDGE, SKILLS AND ABILITIES IT POSSESSES AT THE TIME OF COMMENCEMENT OF THE AGREEMENT ARE SUFFICIENT TO PERMIT IT, IN THE EVENT OF TERMINATION OF THE AGREEMENT, FOR ANY REASON, TO EARN, DURING THE APPLICABLE RESTRICTED PERIOD, A LIVELIHOOD SATISFACTORY TO ITSELF WITHOUT VIOLATING ANY PROVISION OF SECTION 6 HEREOF, FOR EXAMPLE, BY USING SUCH KNOWLEDGE, SKILLS AND ABILITIES, OR SOME OF THEM, IN THE SERVICE OF A NON-COMPETITOR OF GWF.

19. Force Majeure. No failure, delay or default in performance of any obligation under the Agreement shall constitute an event of default or a breach of representation or warranty under the Agreement to the extent it is caused by a strike; fire; shortage of materials; legal act of a public authority; unavoidable casualty; civil disorder; riot; insurrection; vandalism; war; inclement weather; failure of the internet; failure or error of any internet access provider; failure or impairment of any lines of transmission belonging to any third party; failure or impairment of (including without limitation lack of Y2K compliance by) any third-party server, router, other equipment or software through which internet transmissions occur; or, other extraordinary cause if such cause or condition is beyond the reasonable control and without the negligence of the party otherwise chargeable, for so long as such cause or condition continues and for a reasonable period of time thereafter. Notwithstanding the foregoing, such cause or condition shall not include a party's lack of funds, lack of credit, or other financial inability to perform. If a party intends to rely on the foregoing force majeure protection, it shall timely notify the other in order to permit the other in its sole discretion to suspend or curtail its own performance under the Agreement for such time as the failure, delay or default continues.

20. Assignment. Except as may be herein specifically provided to the contrary, the Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns; provided, however, that neither party may assign the Agreement without the prior written consent of the other, which consent may not be unreasonably withheld. Either party may assign or pledge receivables or funds belonging to it without violating this Section 9.2.

21. Governing Law. The Agreement shall be governed by the laws of the State of Oklahoma applicable to agreements to be performed wholly within that state.

22. Waiver of Jury Trial. THE CUSTOMER & GWF HEREBY EXPRESSLY KNOWINGLY AND VOLUNTARILY WAIVES ALL BENEFIT AND ADVANTAGE OF ANY RIGHT TO A TRIAL BY JURY AND HEREBY AGREES THAT IT WILL NOT AT ANY TIME INSIST UPON, OR PLEAD OR IN ANY MANNER WHATSOEVER CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF, A TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THE AGREEMENT.

23. Waiver. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of the Agreement or to exercise any right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter the Agreement, but each and every covenant, condition, agreement and term of the Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

24. Amendment. No amendment of the Agreement shall be effective unless in writing and executed by the duly authorized representative of each party.

25. Entire Agreement. The Agreement, together with any attachments hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings, whether explicit or implicit, which have been entered into before the execution hereof.

26. Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered by United States mail, postage prepaid, and shall be deemed given when so delivered personally, when received, or if mailed, three (3) days after the date of mailing, as follows:

- (a) If to Global West Funding Ltd:
Global West Funding Ltd
2200 North Classen Blvd.
Suite 2000
Oklahoma City, Ok 73106

Attention: Director of Client Relations
E-Mail ; Support@globalwestfunding.com
Tel.: (405)-557-0774

- (b) If to Customer, at the contact information of the Customer set forth in Section 1 of the Agreement.

Any party may change its address for notice purposes by written notice to the other party and such change shall be effective upon receipt.

27. Invalidity. If any portion of the Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the remainder of the Agreement

28. Independent Contractors. Nothing in the Agreement shall affect the separate identity of GWF and the Customer, as mentioned above. However, in performing its obligations and accepting any Services under the Agreement, it is mutually understood and agreed that at all times the Customer and its employees and agents, if any, shall be acting and performing as independent parties, and are not employees of GWF.

29. Third Parties. None of the provisions of the Agreement shall be for the benefit of or enforceable by any creditors of any of the parties or by any other third party.

30. Dispute Resolution. The parties will attempt in good faith to resolve any dispute concerning the Agreement or the parties' respective obligations hereunder through an acceptable alternative dispute resolution procedure. In the event the parties are unable to agree upon an acceptable alternative dispute resolution procedure, or following any such alternative dispute resolution procedure any dispute arising out of the Agreement remains unresolved, the parties agree that any dispute remaining unresolved shall be resolved exclusively by binding arbitration before one single arbitrator in the Oklahoma County area, under the commercial rules of the American Arbitration Association. Judgment on any arbitration award rendered in accordance with this Section 9.14 shall be final and binding on all parties. GWF and the Customer hereby expressly waive their right to initiate legal proceedings for other legal remedies, including, but not limited to, injunctive relief and monetary damages, in any court, except to the extent it is required to enforce the arbitration award; provided, however, that either party may seek temporary injunctive relief in a court of competent jurisdiction before proceeding to any alternate dispute resolution procedure. The costs of arbitration, including any administration fee, the arbitrator's fee, and costs for the use of facilities during any hearings shall be shared equally by all parties to the arbitration. Attorney's fees and costs may be awarded to the prevailing party at the discretion of the arbitrator.

The Services shall consist of the contract services, forms and applications, marketing material and software and financial products designated in the Agreement. The Services shall be provided through access and use of the GWF System as follows:

Customer Accounts SMC shall be provided with a customer account on the System (a "Customer Account") for each end user client furnished by SMC. Each SMC additional end user client may be given a new End User Client Account; payable to SMC. SMC may access any of their Customer Accounts from any internet access point. Customer will receive a single unique password ("Password") and user identification ("User ID") for each Customer Account. Customer is responsible for maintaining the confidentiality of its Passwords and User IDs, and is fully responsible for all activities that occur under each such Password or User ID. Customer agrees to immediately notify GWF of any unauthorized use of any Customer Account, Password, User ID or any breach of security in the System. GWF will use reasonable efforts to assist SMC who may have accidentally deleted or corrupted files in order to attempt to retrieve those files from backup files. GWF may charge a fee for file recovery at its sole discretion.

By signing Schedule "C" the Customer agreed to abide by all the terms and conditions in the attached Agreement.

DATED this 5th day of July, 2005


Global West Funding


Customer

CC: Brian
2/10/09

ATT: Krystal Moore

Exhibit
B

Amt req'd \$2000.00

Global West Funding LLC

Call Order Request

COR

2/10/09 Date
Email Support@gwfax.com
Fax 1-405-524-8087
Mail P.O. Box 60725

I, CAROLYN TAYLOR Account Holder, do request for funds by this Call Order notice for advancing my/our maturity date deliverable by agreement as of 2-10 date 2009 year. I am requesting these funds from this call on or about the 2/12/09 date. I am requesting these funds from my/our Note Account Number _____ # I attest that I have full authority to make this request on my/our behalf. Such funds are requested deliverable by certified/ wired/ ACH (circle one) and may include a fee of \$ _____ for wire transfer. In recognition of this order being delivered, please acknowledge receipt of this notice by return fax/ email/ phone (circle one). At the number/email listed here: _____ Signed: Carol Taylor

Exhibit
G

Last Name	First Name	Secured/Unsecured	Amount
[REDACTED]	Robert	secured	100,000.00
[REDACTED]	Jimmy	secured	33,752.87
[REDACTED]	Richard	secured	100,000.00
[REDACTED]	Duane	Secured	61,003.72
[REDACTED]	Jacquelyn	secured	40,797.71
[REDACTED]	Robert	secured	26,477.09
[REDACTED]	Jimmy	secured	20,000.00
[REDACTED]	James	secured	4,351.10
[REDACTED]	Bonnie	secured	45,000.00
[REDACTED]	Otto	Secured	\$60,731.84
[REDACTED]	Carobeth	Secured	\$101,638.30
[REDACTED]	Kenneth	Secured	\$115,063.20
[REDACTED]	Harold	Secured	\$74,973.40
[REDACTED]	Curtis	Secured	\$200,000.00
[REDACTED]	Patricia	Secured	\$40,000.00
[REDACTED]	Boddy	Secured	\$72,770.18
[REDACTED]	Georgia	Secured	\$24,935.72
[REDACTED]	Raymond	Secured	\$70,000.00
[REDACTED]	Henry	Secured	\$70,000.00
[REDACTED]	Randall	secured	\$10,000.00
[REDACTED]	Gloria	secured	\$94,422.19
[REDACTED]	Jerry	secured	\$78,701.92
[REDACTED]	Craig	secured	\$25,000.00
[REDACTED]	Patricia	secured	\$52,102.22
[REDACTED]	Mildred	secured	\$60,000.00
[REDACTED]	Kenneth	secured	\$100,000.00
[REDACTED]	Jefferson	secured	\$52,900.00
[REDACTED]	Billy	secured	\$132,000.00
[REDACTED]	Doris	secured	\$135,000.00
[REDACTED]	Geraldine	secured	\$28,000.00
[REDACTED]	Ronald and Margie	secured	\$20,000.00
[REDACTED]	Marjorie	secured	\$20,452.03
[REDACTED]	Virginia	secured	\$10,000.00
[REDACTED]	Herman	secured	\$209,850.00
[REDACTED]	Harold	secured	\$122,550.05
[REDACTED]	Jeanette	secured	\$70,173.95
[REDACTED]	Patricia	secured	\$25,000.00
[REDACTED]	Randal	secured	\$201,853.63
[REDACTED]	Vaden and Ruby	secured	\$200,000.00
[REDACTED]	Lois	secured	\$64,497.13
[REDACTED]	Horace	secured	\$20,000.00
[REDACTED]	James	secured	\$36,089.38
[REDACTED]	Quinton and Karen	secured	\$100,000.00
[REDACTED]	Marylou	[REDACTED]	[REDACTED]
[REDACTED]	Travis and Carol	[REDACTED]	[REDACTED]
		Total	3,130,087.63

Affidavit

I, Brian McKee pro se, Defendant, do swear and/or affirm that the above information is true and correct as of the date MAY 1st 2009, when I was terminated from my office as owner and President of Global West Funding, GWF Financial, Sure Lock Loans and Sure Lock Financial.

Brian McKee
 (Brian McKee Defendant pro se)

Exhibit
H

Last Name	First Name	Secured/ Unsecured	Amount
	Merlene	unsecured	20,000.00
	Richard and Linda	unsecured	14,500.00
	Jimmy	unsecured	82,438.39
	Richard	unsecured	62,886.78
	Hugh	unsecured	41,868.23
	Donald	unsecured	59,000.00
	Patricia	unsecured	54,303.93
	Wayne and Ann	unsecured	80,000.00
	Barbara	unsecured	35,000.00
	Jackelyn	unsecured	59,175.52
	Otto	unsecured	5,000.00
	Frank	Unsecured	35,000.00
	Leonard	unsecured	90,830.28
	Joseph	Unsecured	\$50,000.00
	Lloyd	Unsecured	\$42,086.01
	Earl	Unsecured	\$107,197.77
	Jefferey	Unsecured	\$75,000.00
	Garnett	Unsecured	\$23,944.03
	Garnett	Unsecured	\$26,055.97
	Ray	Unsecured	\$20,000.00
	Peggy	Unsecured	\$110,000.00
	Marvin	Unsecured	\$77,709.53
	John	Unsecured	\$50,000
	Richard	Unsecured	\$35,926.35
	Freddie	unsecured	\$165,520.40
	Judy	unsecured	\$50,444.32
	Vernon	unsecured	\$19,651.88
	Joe	unsecured	\$40,000.00
	Mary Lou	unsecured	\$5,000.00
	Dave	unsecured	16,900.00
	Martin	unsecured	\$20,000.00
	Donna	unsecured	\$10,000.00
	James	unsecured	\$36,854.31
	Elva	unsecured	\$100,000.00
	Lavonna	unsecured	\$150,727.60
	Ruthie	unsecured	\$189,799.51
		Total	2,062,820.81

Affidavit

I, Brian McKye pro se, Defendant, do swear and/or affirm that the above information is true and correct as of the date MAY 15th 2009, when I was terminated from my office as owner and President of Global West Funding, GW Financial, Sure Lock Loans and Sure Lock Financial.

Brian McKye
 Brian McKye Defendant pro se

User: Brian McKye Date: July 15, 2008 at 10:43 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: Jul 15, 2008

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch

3140 - Chaney Barbara Trust

Customer Trace: 0000991	Effective Entry Date: 07/16/2008	Total Debits: (0)	\$0.00
Bank Trace: 1975918	Transaction Type: PPDCO	Total Credits: (1)	\$284.37

RECORDED ON 7/18/08
W/D

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.

2 of 2
Print this page

DEFENSE
Exhibit
5



After recording return to:
Global West Funding LLC.
2000 N.W. 39th
Oklahoma City, Oklahoma 73118

Exhibit
D

Doc # 2009040362
Bk 11053
Pg 1356-1356
DATE 03/31/09 12:07:23
Filings Fee \$13.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

GWF loan # _____

RECEIVED MTG TAX \$ 1.65 Space Above This Line For Recording Data

PAID on MARCH 31ST, 2009 RCPT# 54
FORREST "BUTCH" FREEMAN
OKLA CO. TREASURER
BY Paula Wells DEPUTY
Definitions

MORTGAGE LIEN

- (A) "Security Instrument" means this document, which is dated 2-6-08, together with all Riders to this document.
- (B) "Borrower" is Bobbie Sullivan. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Global West Funding Ltd. Co. Lender is a Limited Liability Company organized under the laws of Oklahoma. Lender's address is 2000 Northwest 39th Street Oklahoma City, Oklahoma 73118 physical or mailing address: P. O. Box 60725 Oklahoma City, Oklahoma, 73146.
- (D) "Note" means this promissory note signed by Borrower and dated 2-6-2008. The Note states that Borrower owes Lender the amount of \$2750 Dollars (U.S. \$ 2750) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 3-2011.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all other sums due.
- (G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders.
- (H) "Periodic Payment" means the regular scheduled amount due for principal and interest under the Note, plus any amounts under this agreement.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of this Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Global West Funding Ltd. Co. and to the successors and assigns of Global West Funding Ltd. Co., with power of sale, the following described property located in the 412 Moisselle, Oklahoma county which currently has the address of 412 Moisselle City, Oklahoma 73110 zip code.

Country Estate Third Block 001 Lot 038
Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the Property. All foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that Global West Funding holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law, Global West has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Borrower Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to the encumbrances of record.

The Security Instrument combines uniform covenants for the national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under this Note.
- 2. Application of Payments or Proceeds.** Except as otherwise described, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note, (c) other amounts due under this Note. Such payments will be applied to each Periodic Payment in the order in which it became due.
- 3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument.
- 4. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards for which Lender requires insurance coverage up to the value of said Property.
- 5. Occupancy.** Borrower shall occupy, establish, and use the Property as the Borrower's principal residence within 90 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year, unless Lender agrees in writing such consent.
- 6. Preservation & Maintenance.** Borrower shall not damage, or allow the Property to deteriorate and shall maintain Property at all times.
- 7. Protection of Lender's Interest and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might materially affect Lender's interest in Property, (c) Borrower has abandoned the Property, then Lender may do and pay whatever is reasonable to protect lenders security interest in the Property.
- 8. Borrower not Released; Forbearance By Lender Not a Waiver.** Extension of time for payment or modification of terms granted by Lender to Borrower shall not operate to release the liability of Borrower to any such claims.
- 9. Loan Charges.** Lender may charge to Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property.
- 10. Notices.** All notices given to Borrower or Lender in connection with this agreement must be in writing.
- 1. Governing Law;** This agreement shall be governed by federal law and the law of the jurisdiction in which the Property is located.
- 2. Transfer of Property.** If all or any part of the Property is sold or transferred without Lender's written consent, Lender

After recording return to:
Global West Funding LLC.
2000 N.W. 39th
Oklahoma City, Oklahoma 73118

Exhibit
5

GWF loan #HW9627537510292007

Space Above This Line For Recording Data _____

RECEIVED MTG TAX \$ 1.44

MORTGAGE LIEN

PAID on MARCH 31ST, 2009 RCPT# 18
FORREST "BUTCH" FREEMAN

Definitions OKLA CO. TREASURER
BY Paula Wells DEPUTY

- (A) "Security Instrument" means this document, which is dated _____, together with all Riders to this document.
- (B) "Borrower" is William & Violet Hersey. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Global West Funding Ltd. Co. Lender is a Limited Liability Company organized under the laws of Oklahoma. Lender's address is 2000 Northwest 39th Street Oklahoma City, Oklahoma 73118 physical or mailing address: P.O. Box 60725 Oklahoma City, Oklahoma, 73146.
- (D) "Note" means this promissory note signed by Borrower and dated October 26, 2007. The Note states that Borrower owes Lender the amount of Two Thousand Three Hundred Ninety Five Dollars & No Cents, (U.S. \$2395.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 36 months.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all other sums due.
- (G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders.
- (H) "Periodic Payment" means the regular scheduled amount due for principal and interest under the Note, plus any amounts under this agreement.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of this Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Global West Funding Ltd. Co. and to the successors and assigns of Global West Funding Ltd. Co., with power of sale, the following described property located in the Oklahoma County which currently has the address of 8915 N.E. 12TH Street, Midwest City, OK 73110; Legal Description: Royal Meadows Sec 2 Block 001 Lot 022; TBD.

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the Property. All foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that Global West Funding holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law, Global West has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Borrower Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to the encumbrances of record.

The Security Instrument combines uniform covenants for the national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under this Note according to the laws of the State of Oklahoma.
- 2. Application of Payments or Proceeds.** Except as otherwise described, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note, (c) other amounts due under this Note. Such payments will be applied to each Periodic Payment in the order in which it became due.
- 3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument.
- 4. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards for which Lender requires insurance coverage up to the value of said Property.
- 5. Occupancy.** Borrower shall occupy, establish, and use the Property as the Borrower's principal residence within 90 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year, unless Lender agrees in writing such consent.
- 6. Preservation & Maintenance.** Borrower shall not damage, or allow the Property to deteriorate and shall maintain Property at all times.
- 7. Protection of Lender's Interest and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might materially affect Lender's interest in Property, (c) Borrower has abandoned the Property, then Lender may do and pay whatever is reasonable to protect lenders security interest in the Property.
- 8. Borrower not Released; Forbearance By Lender Not a Waiver.** Extension of time for payment or modification of terms granted by Lender to Borrower shall not operate to release the liability of Borrower to any such claims.
- 9. Loan Charges.** Lender may charge to Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property.
- 10. Notices.** All notices given to Borrower or Lender in connection with this agreement must be in writing.
- 11. Governing Law;** This agreement shall be governed by federal law and the law of the jurisdiction in which the Property is located.
- 12. Transfer of Property.** If all or any part of the Property is sold or transferred without Lender's written consent, Lender may require immediate payment in full of all sums due in accordance with this agreement.

After recording return to:
Global West Funding LLC.
2000 N.W. 39th
Oklahoma City, Oklahoma 73118

Exhibit
F

Doc # 2009040363
Bk 11053
Pg 1357-1357
DATE 03/31/09 12:07:23
Filings Fee \$13.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

GWF loan # _____
RECEIVED MTG TAX \$ 165 Space Above This Line For Recording Data _____

MORTGAGE LIEN

PAID on MARCH 31ST, 2009 RCPT# 600
FORREST "BUTCH" FREEMAN
OKLAHOMA TREASURER
BY Paula Wells DEPUTY

- (A) "Security Instrument" means this document, which is dated 3-20-08, together with all Riders to this document.
- (B) "Borrower" is MARY NEWMAN. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Global West Funding Ltd. Co. Lender is a Limited Liability Company organized under the laws of Oklahoma. Lender's address is 2000 Northwest 39th Street Oklahoma City, Oklahoma 73118 physical or mailing address: P.O. Box 60725 Oklahoma City, Oklahoma, 73146.
- (D) "Note" means this promissory note signed by Borrower and dated 3-20-08. The Note states that Borrower owes Lender the amount of Two Thousand Seven Hundred Fifty & 00/100 (U.S. \$ 2750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 3-20-11.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all other sums due.
- (G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders.
- (H) "Periodic Payment" means the regular scheduled amount due for principal and interest under the Note, plus any amounts under this agreement.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of this Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Global West Funding Ltd. Co. and to the successors and assigns of Global West Funding Ltd. Co., with power of sale, the following described property located in the OK county which currently has the address of 1505 N. Bradley Ave Oklahoma City, Oklahoma 73127 zip code.

Wheeler Estate Block: 003 LOT: 010
Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the Property. All foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that Global West Funding holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law, Global West has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Borrower Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to the encumbrances of record.

The Security Instrument combines uniform covenants for the national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under this Note according to the laws of the State of Oklahoma.
2. **Application of Payments or Proceeds.** Except as otherwise described, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note, (c) other amounts due under this Note. Such payments will be applied to each Periodic Payment in the order in which it became due.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument.
4. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards for which Lender requires insurance coverage up to the value of said Property.
5. **Occupancy.** Borrower shall occupy, establish, and use the Property as the Borrower's principal residence within 90 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year, unless Lender agrees in writing such consent.
6. **Preservation & Maintenance.** Borrower shall not damage, or allow the Property to deteriorate and shall maintain Property at all times.
7. **Protection of Lender's Interest and Rights** Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might materially affect Lender's interest in Property, (c) Borrower has abandoned the Property, then Lender may do and pay whatever is reasonable to protect lenders security interest in the Property.
8. **Borrower not Released; Forbearance By Lender Not a Waiver.** Extension of time for payment or modification of terms granted by Lender to Borrower shall not operate to release the liability of Borrower to any such claims.
9. **Loan Charges.** Lender may charge to Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property.
10. **Notices.** All notices given to Borrower or Lender in connection with this agreement must be in writing.
11. **Governing Law;** This agreement shall be governed by federal law and the law of the jurisdiction in which the Property is located.
12. **Transfer of Property.** If all or any part of the Property is sold or transferred without Lender's written consent, Lender may require immediate payment in full of all sums due in accordance with this agreement.
13. **Sale of Note;** The Note or partial interest in Note (together with this Instrument) can be sold one or more times without prior notice to Borrower.

Certification01
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date: _____, a true and correct copy of the foregoing was mailed by certified mail and/or hand delivered with postage paid there on addressed to:

Patty A Labarthe
Oklahoma Department of Securities
120 N. Robinson su 860
Oklahoma City, Ok 73102

Steve Moriarty
Fellers, Snider
100 N. Broadway, ste 1700
Oklahoma City Ok 73102

Brian McKye - pro se
P.O. Box 957
Jay, Oklahoma 74346

Joe Don Johnson
Heritage Estate Services
Registered Agent J. Burke
2512 Covell Lane
Edmond, Oklahoma 73034

James Farnham
6308 N. Harvard Avenue
Oklahoma City, Oklahoma 73122

Name printed: _____ - An Interested Party

Name: _____
Address: _____
City: _____ State: _____ Zip: _____