

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

FILED IN DISTRICT COURT
OKLAHOMA COUNTY
APR - 2 2015
TIM RHODES
COURT CLERK
30

Oklahoma Department of Securities)
ex rel. Irving L. Faught, Administrator,)
)
 Plaintiff,)
)
 v.)
)
 Seabrooke Investments LLC, an Oklahoma)
 limited liability company;)
 Seabrooke Realty LLC, an Oklahoma)
 limited liability company;)
 Oakbrooke Homes LLC, an Oklahoma)
 limited liability company;)
 Bricktown Capital LLC, an Oklahoma)
 limited liability company;)
 KAT Properties LLC, an Oklahoma)
 limited liability company;)
 Cherry Hill LLC, an Oklahoma limited liability)
 company doing business as Cherry Hill Apartments;))
 Tom W. Seabrooke, individually and as trustee of)
 Tom Seabrooke 2007 Revocable Trust and)
 J. Karyn Seabrooke 2007 Revocable Trust; and)
 Judith Karyn Seabrooke, individually and as trustee)
 of Tom Seabrooke 2007 Revocable Trust and)
 J. Karyn Seabrooke 2007 Revocable Trust,)
)
 Defendants.)

Case No. CJ-2014-4515

AGREED ORDER REGARDING SALE OF 17TH STREET PROPERTIES

COMES NOW before the Court the application of the Receiver, Ryan Leonard, for approval of the sale by the Receiver of properties with physical addresses of 1405 NW 17th Street, 1409 NW 17th Street, 1413 NW 17th Street, 1419 NW 17th Street and 1507 NW 17th Street, Oklahoma City, Oklahoma, (collectively, the "Properties"), for a combined sales price of \$1,185,000.00.

The sales price and terms of sale for the Properties have been approved by Plaintiff, Defendants, and the Receiver. Additionally, the sale of the Properties has been approved by Patricia Ann Kramer, David Curtis, Frances Murray MacDonald, and Alicia T. Holtslander-Petrone as Personal Representative for the estates of Donald Holtslander and Pamela Tommie Holtslander (collectively, "Interest Holders"). The Interest Holders hold mortgages or a Quit Claim Deed that were filed of record against the Properties in Oklahoma County, Oklahoma. The Interest Holders have released or will release the mortgages or have executed a Quit Claim Deed for the sole purpose of allowing the Receiver to sell the Properties, but shall retain their claims against and interests in the proceeds from the sale of the Properties.

The Court hereby determines that the sale of the Properties is necessary, advisable and proper for the administration of the receivership. The Court orders the Receiver to sell the Properties, pay the closing costs and fees, and to allocate the sales proceeds as follows:

(1) To reserve sales proceeds, until further order of this Court, in a sum equal to the total amount claimed to be secured by the mortgage filed in the name of Patricia Ann Kramer filed against 1507 NW 17th Street, more specifically described as Lot Eleven (11), in Block Two (2), in NICHOLS UNIVERSITY PLACE in Oklahoma City, Oklahoma County, Oklahoma, on June 21, 2012, in the Office of the County Clerk of Oklahoma County, State of Oklahoma, recorded in Book 11954, Page 532, in the original amount of \$165,000.00.

(2) To reserve sales proceeds, until further order of this Court, in a sum equal to the total amount claimed to be secured by the mortgage filed in the name of David Curtis filed against 1419 NW 17th Street, more specifically described as Lot Seven (7), in Block

One (1), in NICHOLS UNIVERSITY PLACE in Oklahoma City, Oklahoma County, Oklahoma, on November 17, 2008, in the Office of the County Clerk of Oklahoma County, State of Oklahoma, recorded in Book 10956, Pages 1820-1822, in the original amount of \$200,000.00.

(3) To reserve sales proceeds for the property with a deed in the name of Frances Murray MacDonald, located at 1419 NW 17th Street, more specifically described as Lot Seven (7), in Block One (1), in NICHOLS UNIVERSITY PLACE in Oklahoma City, Oklahoma County, Oklahoma, filed February 28, 2013, in the Office of the County Clerk of Oklahoma County, State of Oklahoma, recorded in Book 12174, Page 1764. With respect to this property, the Court holds that \$237,000.00 of the total sales price for the Properties shall be attributable to the sale of 1419 NW 17th Street, and Frances Murray MacDonald shall be entitled to the balance of the \$237,000, less the payments to Interest Holders Alicia T. Holtslander-Petrone as Personal Representative of the Estate of Pamela Tommie Holtslander and David Curtis, and the payment of a proportionate share of closing costs and fees.

(4) To pay \$51,243.02 from the sales proceeds to Alicia T. Holtslander-Petrone as Personal Representative of the Estate of Donald Holtslander in satisfaction of a mortgage filed against 1405 NW 17th Street, more specifically described as Lot Four (4), in Block One (1), in NICHOLS UNIVERSITY PLACE in Oklahoma City, Oklahoma County, Oklahoma, filed on November 14, 2012, in the Office of the County Clerk of Oklahoma County, State of Oklahoma, recorded in Book 12085, Page 1078.

(5) To pay \$41,454.07 from the sales proceeds to Alicia T. Holtslander-Petrone as Personal Representative for the Estate of Pamela Tommie Holtslander in satisfaction of a

Mortgage filed against 1507 NW 17th Street, more specifically described as Lot Eleven (11), in Block Two (2), in NICHOLS UNIVERSITY PLACE in Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof filed on May 28, 2008, in the Office of the County Clerk of Oklahoma County, State of Oklahoma, recorded in Book 10818, Pages 269-271, and in satisfaction of a mortgage filed against 1419 NW 17th Street, more specifically described as Lot Seven (7), in Block One (1), in NICHOLS UNIVERSITY PLACE in Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, filed May 28, 2008, in the Office of the County Clerk of Oklahoma County, State of Oklahoma, recorded in Book 10818, Pages 272-274.

(6) To pay the balance of the sales proceeds to the Receiver.

IT IS SO ORDERED this 2 day of April, 2015.


JUDGE OF THE DISTRICT COURT

APPROVED:

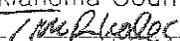


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Telephone: 405-702-9900
Facsimile: 405-605-8381
rleonard@leonard-law.net
Receiver

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

APR - 2 2015

TIM RHODES Court Clerk
Oklahoma County



Patricia A. Labarthe

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Jennifer Shaw, OBA# 20839
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120 North Robinson, Suite 860
Oklahoma City, OK 73102
plabarthe@securities.ok.gov
jshaw@securities.ok.gov
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and-

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Attorneys for Defendants

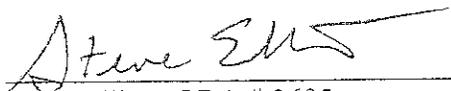
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David Curtis
270 Elder Avenue
Millbrae, California 94030
Pro Se Interest Holder

Frances Murray McDonald
Post Office Box 2
Garrett Park, Maryland 20896
Pro Se Interest Holder

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Personal Representative for the Estates of Donald
Holtsander and Pamela Tommie Holtslander

Attorney for Patricia Ann Kramer

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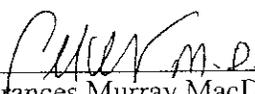
and-

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Attorney for Alicia T. Holtsander-Petrone,
Personal Representative for the Estates of Donald
Holtsander and Pamela Tommie Holtslander

American Eagle Title Group
6805 N. Classen Blvd, Ste A
Oklahoma City, OK 73116

Partial Release of Mortgage

IN CONSIDERATION of the payment of the debt therein named, David Curtis does hereby release the Mortgage made by Tom Seabrooke, Karyn Seabrooke and Oakwood Apartments, LLC which was filed 11/17/2008 and recorded in Book 10956 Page 1820, of the Records of the Clerk of Oklahoma County, State of OKLAHOMA

Oklahoma, covering the following described property, to-wit:

Lot Seven (7), in Block One (1), of Nichols University Place, an Addition to Oklahoma City, Oklahoma County, Oklahoma according to the recorded plat thereof

SIGNED AND DELIVERED the date(s) on the acknowledgment(s) below.

David Curtis
David Curtis

3-25-15

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Oklahoma SS:

The foregoing instrument was acknowledged before me this 25 day of MARCH, 2015 personally appeared David Curtis, The identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

My Commission Expires:

March 6, 2017

Diana L. Prisk
Notary Public,



RELEASE OF MORTGAGE

The undersigned Mortgagee, by this document, hereby releases that mortgage executed by Seabrooke Investments, LLC, in favor of Patricia Ann Kramer, which Mortgage was filed June 21, 2012, in the Office of the County Clerk of Oklahoma County, State of Oklahoma, recorded in Book 11954, Page 532, covering the following real estate situated in Oklahoma County, Oklahoma:

Lot Eleven (11), in Block Two (2), in NICHOLS UNIVERSITY PLACE to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Notwithstanding this release, and in accordance with the order approving the sale of above-described property that was entered in the case styled *Oklahoma Department of Securities v. Seabrooke Investments, LLC, et al.*, Case No. CJ-2014-4515, District Court of Oklahoma County, Oklahoma, the Mortgagee retains all rights and interest in, to, and against the proceeds from the sale of the above-described real property as set forth in said order.

Signed and delivered this 19 day of March, 2015.

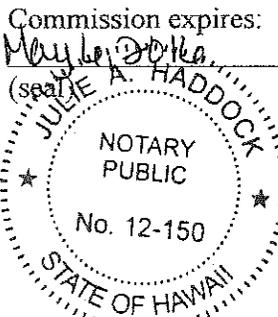
Patricia Ann Kramer
Patricia Ann Kramer

State of Hawaii)
City of Honolulu) ss:
County of Honolulu)

Before me, the undersigned, a Notary Public in and for said County and State on this 19 day of March, 2015, personally appeared Patricia Ann Kramer, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Julie A. Haddock
Notary Public, Commission No. 12-150



Document Date: 3-19-15 # Pages: 1
Notary Name: Julie A. Haddock First Circuit
Doc. Description: Release of Mortgage
Julie A. Haddock 3-19-15
Notary Signature Date

RELEASE OF MORTGAGE

Return to:
American Eagle Title Group
421 NW 13th, Ste. 320
Oklahoma City, OK 73103

IN CONSIDERATION of the payment of the debt therein named, Alicia T. Holtslander-Petrone Personal Representative of the Pamela Tommie Holtslander Estate does hereby release the Mortgage made by Tom Seabrooke and Karyn Seabrooke which was filed 05/28/2008 and recorded in Book 10818 Page 272, of the Records of the Clerk of Oklahoma County, State of OKLAHOMA

Oklahoma, covering the following described property, to-wit:

Lot Seven (7), in Block One (1), of Nichols University Place, an Addition to Oklahoma City, Oklahoma County, Oklahoma according to the recorded plat thereof

SIGNED AND DELIVERED the date(s) on the acknowledgment(s) below.



Alicia T. Holtslander-Petrone

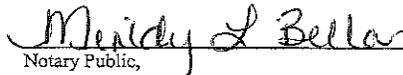
ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Oklahoma SS:

The foregoing instrument was acknowledged before me this 23rd day of March, 2015 personally appeared Alicia T. Holtslander-Petrone Personal Representative of the Pamela Tommie Holtslander Estate, The identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

My Commission Expires:
5-16-16


Notary Public,



RELEASE OF MORTGAGE

Return to:
American Eagle Title Group
421 NW 13th, Ste. 320
Oklahoma City, OK 73103

IN CONSIDERATION of the payment of the debt therein named, Alicia T. Holtslander-Petrone Personal Representative of the Pamela Tommie Holtslander Estate does hereby release the Mortgage made by Tom Seabrooke and Karyn Seabrooke which was filed 05/28/2008 and recorded in Book 10818 Page 269, of the Records of the Clerk of Oklahoma County, State of OKLAHOMA

Oklahoma, covering the following described property, to-wit:

Lot Eleven (11), in Block Two (2), of Nichols University Place, an Addition to Oklahoma City, Oklahoma County, Oklahoma according to the recorded plat thereof

SIGNED AND DELIVERED the date(s) on the acknowledgment(s) below.



Alicia T. Holtslander-Petrone

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Oklahoma SS:

The foregoing instrument was acknowledged before me this 23rd day of March, 2015 personally appeared Alicia T. Holtslander-Petrone Personal Representative of the Pamela Tommie Holtslander Estate. The identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

My Commission Expires:
5-16-16


Notary Public,



RELEASE OF MORTGAGE

Return to:
American Eagle Title Group
421 NW 13th, Ste. 320
Oklahoma City, OK 73103

IN CONSIDERATION of the payment of the debt therein named, Alicia T. Holtslander-Petrone Personal Representative of the Donald Holtslander Estate does hereby release the Mortgage made by Tom Seabrooke and Judith Kayn Seabrooke which was filed 11/14/2012 and recorded in Book 12085 Page 1078, of the Records of the Clerk of Oklahoma County, State of OKLAHOMA

Oklahoma, covering the following described property, to-wit:

Lot Four (4), in Block One (1), of Nichols University Place, an Addition to Oklahoma City, Oklahoma County, Oklahoma according to the recorded plat thereof

SIGNED AND DELIVERED the date(s) on the acknowledgment(s) below.



Alicia T. Holtslander-Petrone

ACKNOWLEDGEMENT

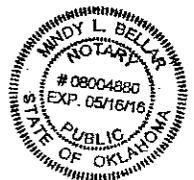
STATE OF Oklahoma COUNTY OF Oklahoma SS:

The foregoing instrument was acknowledged before me this 23rd day of March, 2015 personally appeared Alicia T. Holtslander-Petrone Personal Representative of the Donald Holtslander Estate, The identical persons who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

My Commission Expires:
5/16/16

Mindy L Bellan
Notary Public,





Date: April 7, 2015

To: First National Bank & Trust Company
4611 W 6th Ave.
Stillwater, OK 74074

Attention: Payoff Department

RE: Your Loan/Account No.:
Property Address: Multiple Addresses
OK

Legal: TaxMap = 045164000 TaxMap = 045161400 TaxMap = 045161200 TaxMap = 045161000 TaxMap
= 0451600800 , Oklahoma County

Lot 11, Block 2, Nichols Univ Place, Oklahoma County
1507 NW 17th St, Oklahoma City, OK

Lot 7, Block 1, Nichols Univ Place, Oklahoma County
1419 1/2 NW 17th St, Oklahoma City, OK

Lot 6, Block 1, Nichols Univ Place, Oklahoma County
1413 1/2 NW 17th St, Oklahoma City, OK

Lot 5, Block 1, Nichols Univ Place, Oklahoma County
1409 1/2 NW 17th St, Oklahoma City, OK

Lot 4, Block 1, Nichols Univ Place, Oklahoma County
1405 NW 17th St, Oklahoma City, Oklahoma

We have enclosed payoff funds for the above referenced loan number in the amount of \$99,458.75 in full payment of the present mortgage on the above property.

The original mortgage was recorded in Book , Page .

Present loan in the name of J.Karyn & Tom Seabrooke Revocable Trust, J.Karyn Seabrooke and Tom Seabrooke, Trustees of the J.Karyn Seabrooke 2007 Trust, and Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust.

Mortgagor's Forwarding Address:

Oklahoma Law requires the lenders to file the release of mortgage within 50 days. THIS IS WRITTEN DEMAND FOR RELEASE UNDER O.S., SECTION 15. PENALTY FOR FAILURE TO RELEASE IS \$100.00 PER DAY. Please send us a copy of the RECORDED RELEASE or send the UNRECORDED release AND a check PAYABLE to the County Clerk for \$13.00 for the 1st page and \$2.00 for each additional page thereafter.

We appreciate your cooperation in this matter and would welcome the opportunity to provide additional information or services. Please do not hesitate to phone, should questions arise.

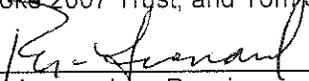
American Eagle Title Group, LLC
6805 N. Classen Ste. A
Oklahoma City, OK 73116
Phone: (405)840-1761
Fax: (405)848-9869
ccina@ameagletitle.com

To Whom It May Concern:

Please close down the above referenced loan/account/line of credit. Under the terms of the Oklahoma Statutes, I hereby request that the mortgage securing this loan be released immediately. You are not authorized to fund any requests on this loan.

Sincerely,

J.Karyn & Tom Seabrooke Revocable Trust, J.Karyn Seabrooke and Tom Seabrooke, Trustees of the J.Karyn Seabrooke 2007 Trust, and Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust

BY: 
Ryan Leonard, as Receiver

EC No.: 1410-0076-61

Closer: Christi Cina



6805 N. Classen Ste. A
Oklahoma City, OK 73116
Phone: (405)840-1761
Fax: (405)848-9869

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2015
 OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
 American Eagle Title Group
 6805 N. Classen
 Oklahoma City, OK 73116-____
 (918)748-8871

Filer's Federal Tax ID Number: 61-1630923
 Account or Escrow Number: 1410-0076-61

440-13-7418
 454-51-0389

SELLER/TRANSFEROR'S NAME AND ADDRESS
 J.Karyn & Tom Seabrooke Revocable Trust,
 the J.Karyn Seabrooke 2007 Trust, the Tom Seabrooke 2007 Trust

Transferor's Federal Tax ID Number:

1) Date of Closing: 04/07/15	2) Gross Proceeds: 1185000.00	4) X here if property or services received:	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Multiple Addresses OK			

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE AMERICAN EAGLE TITLE GROUP WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE AMERICAN EAGLE TITLE GROUP WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Ryan Leonard
 J.Karyn & Tom Seabrooke Revocable Trust, the
 J.Karyn Seabrooke 2007 Trust, the Tom Seabrooke 2007 Trust
 By Ryan Leonard, as Receiver

4/7/15
 Date

 Date

INSTRUCTIONS FOR TRANSFEROR:

You MUST enter your Federal Tax Identification Number Above.

Sign and return a copy of this form immediately to American Eagle Title Group

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2015 Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523, Selling Your Home.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.



APRIL 7, 2015

COMPLIANCE AGREEMENT

File No.: 1410-0076-61

TO: American Eagle Title Group, LLC and its title insurance underwriters (collectively, "Title Company")

The undersigned, Seller(s)/Owner(s) and Buyer(s) hereby agree that they will promptly comply with Title Company's reasonable request (and, if applicable, the reasonable request of any lender involved in the subject transaction) to execute and deliver additional documentation or corrected documentation or additional information as may be required to consummate the closing of the subject transaction and to establish marketability of title to the subject real property. To the extent that funds required for settlement or for discharging the property from any liens, encumbrances, charges, taxes or the like were not collected from any party at closing, for whatever reason, the applicable party shall remit such funds to Title Company or requesting lender, as applicable, within three (3) business days after receipt of request. Any request by Title Company or lender shall be considered prima facie evidence of the necessity therefor. In the event that any party fails or refuses to comply with any such reasonable request, the same shall be considered a breach of this agreement and grounds for commencement of an action in the District court of Oklahoma County, Oklahoma (to which jurisdiction and venue each party hereby consents), whereupon Title Company and/or lender, as applicable, shall be entitled to enforce specific performance of this agreement and to recover all damages and costs, including attorney fees and costs.

MaxEv Investment LLC

BY: *[Signature]* MANAGER

J.Karyn & Tom Seabrooke Revocable Trust, J.Karyn Seabrooke and Tom Seabrooke, Trustees of the J.Karyn Seabrooke 2007 Trust, and Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust

BY: *[Signature]*
Ryan Leonard, as Receiver

RECEIVER'S DEED

THIS INDENTURE, made this 7th day of April, 2015, between Ryan Leonard, the duly appointed and acting receiver for the J. Karyn and Tom Seabrooke Revocable Trust, J. Karyn Seabrooke and Tom Seabrooke, Trustees of the J. Karyn Seabrooke 2007 Trust, and Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust, hereafter called "Grantor," and MaxEv Investment LLC, hereafter called "Grantee."

WHEREAS, by Order filed August 11, 2014 in *Oklahoma Department of Securities v. Seabrooke Investments, Inc., et. al.*, Case No. CJ-2014-4515 in the District Court of Oklahoma County, State of Oklahoma (hereinafter the "Receivership"), Ryan Leonard was appointed Receiver for the J. Karyn and Tom Seabrooke Revocable Trust, J. Karyn Seabrooke and Tom Seabrooke, Trustees of the J. Karyn Seabrooke 2007 Trust, and Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust.

WHEREAS, the J. Karyn and Tom Seabrooke Revocable Trust, J. Karyn Seabrooke and Tom Seabrooke, Trustees of the J. Karyn Seabrooke 2007 Trust, or Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust is the record owner of the real property described in the attached Exhibit A;

WHEREAS, the Receiver previously sought approval from the Court in the Receivership to make this sale of the Property for an approved and agreed upon sale price;

WHEREAS, on April 2, 2015, the Court entered its order in the Receivership approving this sale of the Property (the "Order"); and

WITNESSETH: Grantor, by virtue of the powers granted by the Order and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the real property situated in the County of Oklahoma, State of Oklahoma, to-wit:

See Exhibit A

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And Grantor does hereby covenant, promise and agree to and with Grantee, at the delivery of these presents, that he is lawfully seized in his own right by virtue of the Order of the Court of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, except as hereinabove set forth.

THE RECEIVER'S DEED IS AN ABSOLUTE CONVEYANCE OF TITLE IN EFFECT AS WELL AS IN FORM, AND IS NOT INTENDED AS A MORTGAGE, TRUST CONVEYANCE OR SECURITY OF ANY KIND.

EXHIBIT "A"

Lots Four (4), Five (5), Six (6), and Seven (7), in Block One (1) and Lot Eleven (11), in Block Two (2), of NICHOLS UNIVERSITY PLACE, an Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv. Unins.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.
	6. FILE NUMBER: 1410-0076-61		7. LOAN NUMBER:		
8. MORTGAGE INS CASE NUMBER:					

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*
1.0 3/98 (1410-0076-61/56)

D. NAME AND ADDRESS OF BORROWER: MaxEv Investment LLC	E. NAME AND ADDRESS OF SELLER: J.Karyn & Tom Seabrooke Revocable Trust, J.Karyn Seabrooke and Tom Seabrooke, Trustees of the J.Karyn Seabrooke 2007 Trust, and Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust	F. NAME AND ADDRESS OF LENDER: BancFirst 4200 South Sunnyslane Road Del City, OK 73115
G. PROPERTY LOCATION: Multiple Addresses OK Oklahoma County, Oklahoma TaxMap = 045164000 TaxMap = 045161400 TaxMap = 045161200 TaxMap = 045161000 TaxMap = 0451600800 , Oklahoma County Lot 11, Block 2, Nichols Univ Place, Oklahoma County 1507 NW 17th St, Oklahoma	H. SETTLEMENT AGENT: 61-1630923 American Eagle Title Group, LLC PLACE OF SETTLEMENT: 6805 N. Classen Ste. A Oklahoma City, OK 73116	I. SETTLEMENT DATE: April 7, 2015 DISBURSEMENT DATE: April 7, 2015

J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	1,185,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	16,702.75
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town Taxes	
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	1,201,702.75
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or Earnest Money	10,000.00
202. Principal Amount of New Loan(s)	888,750.00
203. Existing Loan(s) Taken Subject to	
204. Funds paid at Application	
205.	
206. Seller Paid Closing Costs plus pre-paid inspect	23,027.75
207. * including Pest Inspec. \$600, Home Inspec \$39	
208. * Structural Inspec. \$1750	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town Taxes	
211. County Taxes 01/01/15 to 04/07/15	2,578.08
212. Assessments	
213.	
214. 1409 NW 17th Rent Proration 04/07/15-04/30/15	1,680.00
215. 1413 NW 17th Rent Proration 04/07/15-04/30/15	2,540.00
216. 1405 NW 17th Rent Prorations 04/07/15-04/30/15	1,980.00
217. Security Deposits	7,575.00
218. 1419 NW 17th Rent Proration 04/07/15-04/30/15	1,820.00
219. 1507 NW 17th Rent Proration 04/07/15-04/30/15	1,840.00
220. TOTAL PAID BY/FOR BORROWER	941,790.83
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	1,201,702.75
302. Less Amount Paid By/For Borrower (Line 220)	(941,790.83)
303. CASH FROM BORROWER	259,911.92

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	1,185,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town Taxes	
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	1,185,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (see instructions)	
502. Settlement Charges to Seller (Line 1400)	120,058.78
503. Existing Loan(s) Taken Subject to	
504. Payoff of First Mortgage Loan First National Bank	99,458.75
505. Payoff of Second Mortgage Loan	
506. Seller Paid Closing Costs plus pre-paid inspe	23,027.75
507. Dep. disbursed as proceeds	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town Taxes	
511. County Taxes 01/01/15 to 04/07/15	2,578.08
512. Assessments	
513. Payoff Estate of Donald Holtslander	51,243.02
514. 1409 NW 17th Rent Proration 04/07/15-04/30/15	1,680.00
515. 1413 NW 17th Rent Proration 04/07/15-04/30/15	2,540.00
516. 1405 NW 17th Rent Prorations 04/07/15-04/30/15	1,980.00
517. Security Deposits	7,575.00
518. 1419 NW 17th Rent Proration 04/07/15-04/30/15	1,820.00
519. 1507 NW 17th Rent Proration 04/07/15-04/30/15	1,840.00
520. TOTAL REDUCTION AMOUNT DUE SELLER	313,801.38
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	1,185,000.00
602. Less Reductions Due Seller (Line 520)	(313,801.38)
603. CASH TO SELLER	871,198.62

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.
 Borrower _____ Seller _____

MaxEv Investment LLC

BY: [Signature] **MANAGER**

J.Karyn & Tom Seabrooke Revocable Trust, J.Karyn Seabrooke and Tom Seabrooke, Trustees of the J.Karyn Seabrooke 2007 Trust, and Tom Seabrooke and J. Karyn Seabrooke, Trustees of the Tom Seabrooke 2007 Trust

BY: [Signature]
 Ryan Leonard, as Receiver

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$ 1,185,000.00 @ 6.0000 % 71,100.00		
<i>Division of Commission (line 700) as Follows:</i>			
701. \$ 71,100.00	to Seabrooke Realty		
702.	to		
703. Commission Paid at Settlement			71,100.00
704.	to		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	1.0000 % to BancFirst	8,887.50	
802. Loan Discount	% to		
803. Appraisal Fee	to Paramount Appraisal Services	2,875.00	
804. Credit Report	to Equifax	2.50	
805. Documentation Prep Fee	to BancFirst	500.00	
806. Flood Cert	to ServiceLink National Flood	55.00	
807. Future Release	to BancFirst f/b/o OK County Clerk	13.00	
808.	to		
809.	to		
810.	to		
811.	to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest From	04/07/15 to 05/01/15 @ \$ /day (24 days %)		
902. Mortgage Insurance Premium	for month to		
903. Hazard Insurance Premium	for year to		
904.	for year to		
905.	to		
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	months @ \$ per month		
1002. Mortgage Insurance	months @ \$ per month		
1003. City/Town Taxes	months @ \$ per month		
1004. County Taxes	months @ \$ per month		
1005. Assessments	months @ \$ per month		
1006.	months @ \$ per month		
1007.	months @ \$ per month		
1008.	months @ \$ per month		
1100. TITLE CHARGES			
1101. Settlement or Closing Fee	to American Eagle Title Group, LLC	100.00	100.00
1102. Abstract or Title Search	to American Eagle Title Insurance Company		525.00
1103. Title Examination	to American Eagle Title Group, LLC	175.00	
1104. Title Services Fee	to American Eagle Title Group, LLC	125.00	
1105. Post Closing Title Report	to American Eagle Title Insurance Company	125.00	
1106. Notary Fees	to		
1107. Attorney's Fees	to		
	(includes above item numbers:)		
1108. Title Insurance	to	2,865.00	
	(includes above item numbers:)		
1109. Lender's Coverage	\$ 888,750.00 50.00		
1110. Owner's Coverage	\$ 1,185,000.00 2,815.00		
1111.	to		
1112.	to		
1113.	to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed \$ 15.00; Mortgage \$ 33.00; Releases		48.00	
1202. City/County Tax Stamps: Deed \$ 1,777.50; Mortgage			1,777.50
1203. State Tax/Stamps: Deed ; Mortgage \$ 888.75 Mortgage Tax		888.75	
1204. E-file	to American Eagle Title Group, LLC	15.00	45.00
1205. Mortgage Cert	to American Eagle Title Group, LLC	5.00	
1206. Order filing fee	to American Eagle Title Group, LLC		23.00
1207. Record Assignment of Rents	to American Eagle Title Group, LLC	23.00	
1208. Release filing fees	to American Eagle Title Group, LLC		78.00
1209. Quit Claim Deed	to American Eagle Title Group, LLC		13.00
1210. Memorandum of Trust filing fee	to American Eagle Title Group, LLC		15.00
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest Inspection	to		
1303. 2013 Ad Valorem Taxes	to Oklahoma County Treasurer #045161400		2,628.43
1304. Payoff	to Alicia T. Holtslander-Petrone as Personal Representative of Pamela Tommie Holtslander POC 1,750.00		41,454.07
1305. Structural Inspection	to Metro Engineering		
1306. 2014 Ad Valorem Taxes	to Oklahoma County Treasurer #045161400		2,299.78
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)		16,702.75	120,058.78

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

American Eagle Title Group LLC, Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.