IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities *ex rel.* Melanie Hall, Administrator,	)	
Plaintiff,	)	
	)	Case No. CJ-2022-5066
v.	)	
Premier Global Corporation, *et al.*	)	
Defendants.	)	

DEFENDANT CLYDE EDWARD ELKINS' OBJECTION TO PLAINTIFF'S APPLICATION FOR ORDER OF ATTACHMENT

Defendant, Clyde Edward Elkins submits herein his Objection to the Plaintiff, Oklahoma Department of Securities, request for an Order of attachment against his real property in Newalla, Oklahoma.

BRIEF IN SUPPORT

PRELIMINARY STATEMENT

More than thirty-six (36) months after filing this case and obtaining an Order Freezing Assets, Prohibiting Disposition of Assets and Prohibiting Destruction or Disposition of Records against numerous of other Defendants, but not Mr. Elkins, the Plaintiff now requests the extraordinary relief of an Order of Attachment against his former home in Newalla, Oklahoma which is part of a short term purchase/sale transaction intended to provide him the funds needed to purchase a smaller home in McLoud, Oklahoma. Mr. Elkins recently purchased the smaller home in McLoud in order to reduce his living expenses due to the closure of his tax return business. It is important to remember that although a jury trial in this case is scheduled for next year, no judgment has ever been entered against Mr. Elkins, and he continues to deny both the Plaintiff's liability and damages claims. Furthermore, the final Pretrial Conference Order was

filed on October 14, 2025 and now governs the trial of the case, except to prevent "manifest injustice", which certainly does not exist here. See 12 O.S. Chapter 2 – Appendix, Rules for District Courts, Rule I.

ARGUMENT

I. MR. ELKINS PURCHASE OF A NEW RESIDENCE AND LISTING OF HIS OLD RESIDENCE WAS NOT DONE FOR THE PURPOSE OF PLACING IT BEYOND THE REACH OF HIS CREDITORS.

Plaintiff supports its Application by citing to 12 O.S. §§1151 through 1160. These are the general statutes in Chapter 21 of Title 12 that outline the availability and procedures required to obtain an attachment.

In particular, §1151 (6) reads as follows:

> The plaintiff in a civil action for the recovery of money may, at or after the commencement thereof, have an attachment against the property of the defendant, and upon the grounds herein stated:
>
> ***
>
> 6. [The defendant] is about to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors; [Emphasis added]

The Court will note that the Plaintiff's Application shows no facts to support any allegation that the purpose of the listing of the Newalla house is to place the proceeds beyond the reach of creditors.

These are the facts which the Court should consider:

1. The mortgage Mr. Elkins gave his lender (First United Bank and Trust Co.) to secure the promissory note used to borrow the money for the purchase of his new residence has a cross-collateralization clause which reads as follows:

> **CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, owed to Lender, whether of a like nature to the Note Indebtedness or not, whether arising from a loan or a purchased obligation, whether

> incurred for a consumer of a business purpose, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extension of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given. See Exhibit A, attached hereto.

2. At the closing, held on August 14, 2025, Mr. Elkins also gave First United Bank and Trust a separate mortgage on his former residence, which was his homestead. That mortgage contains the identical cross-collateralization language as referenced above. See Exhibit B, attached hereto.

3. Thus both mortgages, which were executed simultaneously at the same closing, are clearly intended to secure the loan Mr. Elkins took out to purchase his current residence in McLoud, Oklahoma.

4. Under these facts, which cannot be disputed, the purchase of Mr. Elkins current residence and the listing for sale of his former residence, which was his homestead, is nothing more than the ordinary kind of transaction many home buyers engage in to finance the purchase of a new property. Mr. Elkins has always intended to purchase and live in a property which is his homestead.

All of the facts support the conclusion that Mr. Elkins did not engage in a conversion of his property "for the purpose of placing it beyond the reach of his creditors.", which is an essential requirement to obtain an attachment under 12 O.S. §1151(6).

II. PLAINTIFF'S APPLICATION OMITS ANY REFERENCE TO AN IMPORTANT STATUTORY REQUIREMENT FOR OBTAINING AN ATTACHMENT.

The Plaintiff's Application has also failed to reference the General Provisions of Chapter 21 and in particular the requirements of §1243 of Title 12 which governs attachment of the property of a party that is accused of defrauding creditors[1]. Section 1243, in its entirety reads as follows:

> Where a debtor has sold, conveyed or otherwise disposed of his property with the fraudulent intention of cheating or defrauding his creditors, or to hinder or delay them in the collection of their debts, or is about to make such sale or conveyance or disposition of his property with such fraudulent intent, or is about to remove his property or a material part thereof, with intent or to the effect of cheating or defrauding his creditors or of hindering or delaying them in the collection of their debts, a creditor may bring an action upon his claim before it is due, and have an attachment against the property of the debtor as in other cases; but before such attachment shall be issued or such action maintained, the plaintiff or his agent or attorney shall make oath in writing setting forth the grounds of such attachment as in other cases, and also showing the nature of plaintiff's claim that it is just, <u>when the same will become due,</u> and the existence of some one or more of the grounds for an attachment enumerated in this section. [Emphasis added].

Nothing in Plaintiff's Application makes any reference to when the Plaintiff's claim will become due. This is because, in the present posture of this case, the Plaintiff cannot show when, or even if, its claim will ever become due. That fact distinguishes this case from the type of cases that occasionally generate attachment requests such as contract cases, promissory notes, bond indentures, and securities options, all of which have expiration or maturity dates. The existence of approaching expiration/maturity dates may justify a claimant to seek an Order of Attachment when there is a reasonable belief that an opposing party is attempting to remove assets from the jurisdiction of the Court. Of course, in this case, the property at issue is distinguishable because it's Mr. Elkins former homestead in Oklahoma County, which cannot be moved or concealed in any manner.

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[1] The Plaintiff alleges that Mr. Elkins engaged in securities fraud, which he strongly denies. See Plaintiffs First Amended Petition for Permanent Injunction and other relief paragraphs 99 to 103.

III. THE ONLY CASELAW CITED BY THE PLAINTIFF DOES NOT SUPPORT ITS APPLICATION.

Millus et ux v. Lowrey Bros., 1917 OK 161, is the only case cited by the Plaintiff.

In Millus, the attachment at issue was procured at the same time as the lawsuit was filed, not three (3) years later. The attachment in Millus also covered " a stock of goods, wares, and merchandise as the property of the defendant and in his possession . . .[2]. This is fundamentally different from the case at bar, which involves title to a former homestead whose equity will be used to reduce the mortgage on Mr. Elkins current homestead. The plaintiff in Millus also alleged, "that said defendant is about to remove his property, or a part thereof, out of the jurisdiction of the court, with the intent to defraud his creditors." [3]. Obviously, that is impossible in this case.

For the above reasons, Millus provides no support for the Plaintiff's Application.

CONCLUSION

The Plaintiff's Application is untimely and not supported by evidence that the property listing of his former home is intended to place it beyond the reach of creditors. It also fails to comply with the mandatory requirements of §1243 of Title 12. Therefore it must be denied in its entirety.

Dated this 18th day of November, 2025.

[2] See Millus Paragraph 1.
[3] *Id.*

Respectfully submitted,

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Attorneys for Defendant Clyde Edward Elkins

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of November, 2025, a true and correct copy of the above document was also mailed by first class mail, with postage fully prepaid thereon, to:

Patricia A. Labarthe
Shaun Mullins
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Dennis S. Boxeur

RECORDATION REQUESTED BY:
First United Bank and Trust Co., Tecumseh Community Bank, 301 N Broadway, PO Box 190, Tecumseh, OK 74873

WHEN RECORDED MAIL TO:
First United Bank and Trust Co., Tecumseh Community Bank, 301 N Broadway, PO Box 190, Tecumseh, OK 74873

SEND TAX NOTICES TO:
Clyde E. Elkins, 5520 Sunset Ridge, Newalla, OK 74857-0000

FOR RECORDER'S USE ONLY

First United

MORTGAGE

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

THIS MORTGAGE dated August 14, 2025, is made and executed between Clyde E. Elkins, whose address is 5520 Sunset Ridge, Newalla, OK 74857-0000; a Single Person (referred to below as "Grantor") and First United Bank and Trust Co., whose address is 301 N Broadway, PO Box 190, Tecumseh, OK 74873 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Pottawatomie County, State of Oklahoma:**

> **The Land referred to herein below is situated in the County of Pottawatomie, State of Oklahoma, and is described as follows: Lot Five (5), SUNSET ESTATES, a subdivision of the SE/4 of Section 29, Township 10 North, Range 2 East of the Indian Meridian, Pottawatomie County, Oklahoma, according to the recorded plat thereof.**

The Real Property or its address is commonly known as 30260 Sleepy Hollow Dr, McLoud, OK 74851.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, owed to Lender, whether of a like nature to the Note Indebtedness or not, whether arising from a loan or a purchased obligation, whether incurred for a consumer or a business purpose, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter

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may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

Grantor also grants to Lender a Uniform Commercial Code security interest in the Personal Property as defined below.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by

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Lot Three (3), in Block Three (3), of SUNSET RIDGE SECTION 2, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

The Real Property or its address is commonly known as 5520 Sunset Ridge Rd, Newalla, OK 74857.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, owed to Lender, whether of a like nature to the Note Indebtedness or not, whether arising from a loan or a purchased obligation, whether incurred for a consumer or a business purpose, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and

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Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit,