



VIA FED EX DELIVERY

April 25, 2018

The Honorable Arthur A. Elkins, Jr.
Inspector General
Environmental Protection Agency, Office of the Inspector General
1200 Pennsylvania Ave., N.W. (2410T)
Washington, D.C. 20460

Re: Request for Investigation of Administrator Pruitt's Appointments of Kenneth Wagner and Albert Kelly

Dear Inspector General Elkins:

We write to request that you investigate whether Scott Pruitt, Administrator of the Environmental Protection Agency ("EPA"), improperly used his office for the benefit of two longtime friends and business partners: Albert "Kell" Kelly and Kenneth Wagner. Beginning no later than 2003, Administrator Pruitt received the benefit of millions of dollars in loans, business opportunities, and cash equivalents from Mr. Wagner, Mr. Kelly, and Mr. Kelly's family bank, SpiritBank. Administrator Pruitt now appears to have returned the favor: Despite essentially nonexistent backgrounds in federal environmental policy – and, in Mr. Kelly's case, a federal order banning him from work in banking, his chosen profession – Mr. Kelly and Mr. Wagner each have been appointed by the Administrator to positions as senior EPA officials. Particularly in light of Administrator Pruitt's well-documented pattern of unethical behavior while at EPA, there is good reason to conclude that his appointments of Mr. Kelly and Mr. Wagner violate the Ethics in Government Act and implementing regulations by bestowing public benefits on otherwise-unqualified individuals with whom he has a close relationship. Accordingly, we request that you investigate the circumstances of Mr. Pruitt's appointments of Mr. Kelly and Mr. Wagner and, if warranted, recommend appropriate disciplinary action up to and including dismissal.

Background

Administrator Pruitt's career as an Oklahoma businessman and state official is closely linked with Mr. Kelly and Mr. Wagner. Beginning in 2003, Mr. Kelly's family bank, SpiritBank, appears to have extended millions of dollars in loans so that Administrator Pruitt could purchase expensive residences and a share in the Oklahoma Redhawks, a AAA baseball team. In subsequent years, Administrator Pruitt, Mr. Wagner, and SpiritBank shared office space and managed the Redhawks in concert, ultimately selling the team at enormous profit. And

throughout his time as Oklahoma Attorney General, Administrator Pruitt received generous benefits from Mr. Wagner while outsourcing costly legal work to Mr. Wagner's law firm. The long history of favoritism between the Administrator and Messrs. Kelly and Wagner now extends to the EPA, where the Administrator's former business partners have been appointed to positions of leadership.

Before receiving significant financial assistance from Mr. Kelly and SpiritBank, Administrator Pruitt's assets appear to have been modest. Between 1999 and 2002, Administrator Pruitt served as an Oklahoma state senator, a position earning him approximately \$38,400 per year in base salary.¹ Additionally, Administrator Pruitt practiced law part-time, appearing in 39 state and federal cases between 1993 and 2002, *i.e.*, an average of approximately four cases per year. As of 2002, Administrator Pruitt resided at 833 Lynwood Lane in Broken Arrow, Oklahoma, a property he had purchased in 1993 for \$90,000 (with a mortgage of roughly \$85,000) and against which he borrowed \$17,000 in 1999.²

According to reporting and publicly available information, Mr. Kelly and SpiritBank began loaning the Administrator significant sums in 2003, notwithstanding the Administrator's apparently limited assets. First, in 2003, the Administrator partnered with various local businessmen to purchase the Redhawks for \$6.8 million.³ The Administrator's significant share of the RedHawks (variously estimated at between 25 and 29 percent) was worth approximately \$2 million, and appears to have been financed by SpiritBank and Mr. Kelly, then the Bank's CEO.⁴ Second, in 2003, SpiritBank loaned over \$400,000 to a shell company, owned in part by Administrator Pruitt, designed to purchase a part-time home for Oklahoma state lawmakers, including the Administrator himself. (Administrator Pruitt did not list his ownership interest in this shell company on Oklahoma state ethics disclosures, in possible violation of that state's ethics laws.)⁵ Finally, in 2004, Administrator Pruitt received a \$533,230 mortgage from SpiritBank to purchase a \$605,000 property at 7712 South 3rd Place in Broken Arrow, Oklahoma.⁶ Three months later, SpiritBank refinanced this mortgage.⁷

¹ Ex. 1: Okla. Dep't of Libraries, *Oklahoma State Agencies, Boards and Commissions* 137 (1999).

² Ex. 2: Ken Yazel, *Property Search - Tulsa County Assessor* (Jan. 20, 2018); Ex. 3: State of Oklahoma, *FHA Mortgage* (Aug. 26, 1993); Ex. 4: Tulsa County Clerk, *NationsBank Mortgage* (June 1, 1999).

³ See Bob Hersom, *Oklahoma RedHawks Ownership*, NewsOK (Nov. 21, 2003), <http://newsok.com/article/1956722>; Margaret Talbot, *Scott Pruitt's Dirty Politics*, New Yorker (Apr. 2, 2018), <https://www.newyorker.com/magazine/2018/04/02/scott-pruitts-dirty-politics>.

⁴ Sharon Lerner, *Banned from the Banking Industry for Life, a Scott Pruitt Friend Finds a New Home at the EPA*, Intercept (Dec. 28, 2017), <https://theintercept.com/2017/12/28/scott-pruitt-failed-banker-running-epa-superfund-program/>.

⁵ Steve Eder & Hiroko Tabuchi, *Scott Pruitt Before the E.P.A.: Fancy Homes, a Shell Company and Friends with Money*, N.Y. Times (Apr. 21, 2018), <https://www.nytimes.com/2018/04/21/us/politics/scott-pruitt-oklahoma-epa.html>.

⁶ Ex. 5: Tulsa County Clerk, *SpiritBank Mortgage* (Sept. 13, 2004).

⁷ Ex. 6: Tulsa County Clerk, *SpiritBank Mortgage* (Dec. 30, 2004); Ex. 7: Tulsa County Clerk, *SpiritBank Mortgage* (Dec. 30, 2004).

Administrator Pruitt's ties to Mr. Kelly and SpiritBank appear to have transcended an arm's length debtor-creditor relationship. By 2005, Administrator Pruitt and SpiritBank both leased office space at 1800 South Baltimore Avenue in Tulsa, Oklahoma.⁸ There, they were joined by Administrator Pruitt's law school classmate and co-owner of the RedHawks, Mr. Wagner, whose law firm not only employed the Administrator, but also represented SpiritBank and a car dealership affiliated with Administrator Pruitt's family.⁹ During this period, Mr. Wagner, Mr. Pruitt, and the Oklahoma City Athletic Club (a corporate umbrella for the RedHawks linked with SpiritBank) routinely filed UCC reports for the RedHawks on the same days.¹⁰ The final such filings followed the sale of the RedHawks – reportedly for over \$20 million – in September, 2010.¹¹

Shortly thereafter, Administrator Pruitt won election as Oklahoma Attorney General, where he apparently outsourced an unusually large quantity of state legal work to Mr. Wagner. These contracts, which were not awarded following competitive bidding, channeled roughly \$600,000 in public funds to Mr. Wagner's law firm. In return, Mr. Wagner reportedly used his position as Chairman and Treasurer of "Oklahoma Strong Leadership" – a political action committee devoted almost entirely to Administrator Pruitt – to fund the Administrator's lavish travel expenses.¹²

As Administrator Pruitt and Mr. Wagner exchanged favors, Mr. Kelly's leadership of SpiritBank became legally untenable. Mr. Kelly stepped down as CEO and President of the bank in May 2017, and shortly thereafter signed consent agreements with the Federal Deposit Insurance Corporation ("FDIC") wherein he agreed to a \$125,000 fine and to the issuance of an FDIC order banning him for life from employment with SpiritBank or with any other federally-insured financial institution.¹³ The FDIC order stated that, while affiliated with SpiritBank, Mr. Kelly had "engaged or participated in a violation of law or regulation, unsafe or unsound practice, and/or breach of fiduciary duty," which "involved [his] willful or continuing disregard for the safety or soundness of the Bank."¹⁴

As the FDIC's investigation into SpiritBank was concluding, Administrator Pruitt ensured that Mr. Kelly would enjoy a position of leadership at EPA. On May 22, 2017 – less than two weeks after Mr. Kelly signed the FDIC consent order banning him from certain banking-related employment – Administrator Pruitt named Mr. Kelly the Chair of EPA's Superfund Task Force.¹⁵ At this time, Administrator Pruitt also named Ken Wagner EPA Senior

⁸ Eder & Tabuchi, *supra* note 5; Ex. 8: Pruitt Statements of Financial Interests (2003-2010).

⁹ Ex. 8, *supra* note 8; Eder & Tabuchi, *supra* note 5.

¹⁰ Exs. 9-12: UCC Filings dated 2/23/2004; Exs. 13-16: UCC Continuation Filings dated 1/30/2009.

¹¹ See Game Plan LLC, *Transactions*, <http://www.gameplanllc.com/transactions/> (last visited Mar. 29, 2018); Exs. 17-20: UCC Financing Statement Amendments dated 9/3/2010.

¹² Eder & Tabuchi, *supra* note 5.

¹³ Tulsa World 5-8-14; Ex. 21: Order to Pay, *In re Kelly*, No. FDIC-15-0180k (July 27, 2017); Ex. 22: Order of Prohibition from Further Participation, *In re Kelly*, No. FDIC-15-4179e (July 27, 2017).

¹⁴ Ex. 22, *supra* note 13.

¹⁵ Lerner, *supra* note 4.

Advisor for Regional and State Affairs.¹⁶ Neither Mr. Kelly nor Mr. Wagner has any significant prior experience with federal environmental policy.

Potential Legal Violations

The bedrock principle of government ethics is that public service is a public trust, requiring employees to place loyalty to the Constitution, the nation's laws, and ethical principles above private gain. As an executive branch employee, Administrator Pruitt is prohibited from using his public position for the private benefit of his relatives, friends, or associates.¹⁷ Specifically, Office of Government Ethics regulations command that an "employee shall not use his public office . . . for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity."¹⁸

Administrator Pruitt's appointment of Mr. Kelly and Mr. Wagner to EPA leadership suggests that he has violated these regulations. The length and scope of the Administrator's relationships with Mr. Kelly and Mr. Wagner suggest that the Administrator is "affiliated" with Mr. Kelly and Mr. Wagner "in a nongovernmental capacity" and/or is their "friend" under the regulations.¹⁹ Accordingly, Administrator Pruitt may not use his office to benefit Mr. Kelly and Mr. Wagner.

But circumstances suggest Administrator Pruitt has done just that. Mr. Kelly and Mr. Wagner do not appear to have meaningful expertise in federal environmental policymaking, yet hold senior positions at EPA, suggesting that their appointment flows largely from their preexisting business and personal relationships with the Administrator. Further suggesting Administrator Pruitt's improper use of his office for the benefit of Mr. Kelly and Mr. Wagner are (1) Mr. Kelly's and Mr. Wagner's long history of entanglement with and extension of significant benefits to Administrator Pruitt; (2) Mr. Kelly's inability to obtain employment in his chosen profession following the FDIC consent orders; and (3) Administrator Pruitt's well-documented history of ethical violations while at EPA, including his use of public funds for lavish travel,²⁰ his use of an abnormally large security detail to combat unsubstantiated threats during both professional and private trips,²¹ his use of the Safe Water Drinking Act to obtain raises for

¹⁶ Kevin Bogardus & Mike Soraghan, *Pruitt's Friend Joins Agency as Senior Adviser*, E&E News (Apr. 13, 2017), <https://www.eenews.net/stories/1060053058>.

¹⁷ 5 C.F.R. § 2635.102(h).

¹⁸ 5 C.F.R. § 2635.702.

¹⁹ *Id.*

²⁰ Letter from David J. Apol, Acting Director & Gen. Counsel, U.S. Office of Gov't Ethics, to Kevin Minoli, Principal Deputy Gen. Counsel & Designated Agency Ethics Official, U.S. EPA, at 2 & nn. 6, 7 (Apr. 6, 2018).

²¹ Juliet Eilperin & Brady Dennis, *EPA Documents Question Justification for Pruitt's 24/7 Security Detail, First-Class Travel*, Wash. Post (Apr. 10, 2018), https://www.washingtonpost.com/news/energy-environment/wp/2018/04/10/internal-epa-documents-question-justification-for-pruitts-round-the-clock-security-detail/?utm_term=.ffde2979fd0d.

non-expert agency employees,²² his improper lease of an apartment from one or more registered lobbyists at below market rates,²³ his reportedly retaliatory personnel decisions meant to downplay the improper lease and other misuse of government property,²⁴ his reliance on EPA employees to conduct personal business on government time,²⁵ and his unlawful purchase of a secured phone booth and related counter-espionage services.²⁶ Indeed, the Administrator's ethical lapses are so significant that the Office of Government Ethics recently took the extraordinary step of requesting that you investigate his conduct while at EPA.

Collectively, these circumstances suggest not only that Administrator Pruitt has violated Office of Government Ethics regulations, but also his own ethics pledge, embodied in President Trump's Executive Order, to make hiring decisions based on candidates' "qualifications, competence, and experience."²⁷

Request for Relief and Further Investigation

Your office has the authority to review potential violations of applicable ethics rules, including President Trump's executive order on ethics.²⁸ We respectfully request that you use this authority to extend your ongoing investigations into Administrator Pruitt's behavior – including those investigations recommended by the Office of Government Ethics – to determine whether Administrator Pruitt's appointments of Mr. Kelly and Mr. Wagner constitute an improper use of his office. If such an investigation reveals that Administrator Pruitt has, in fact, improperly used his authority to benefit two former business partners at public expense, we respectfully request that you recommend appropriate disciplinary action.

We look forward to learning more about the outcome of your inquiry. Should you have any questions or wish to discuss this matter further, please do not hesitate to contact Travis Annatoyn at tannatoyn@democracyforward.org or (202) 601-2483.

Sincerely,

/s/ Anne Harkavy

Anne Harkavy
Executive Director

Travis Annatoyn

²² U.S. EPA, *Report: Management Alert - Salary Increases for Certain Administratively Determined Positions* (Apr. 16, 2018) <https://www.epa.gov/office-inspector-general/report-management-alert-salary-increases-certain-administratively>.

²³ Letter, *supra* note 20, at 1 & n. 3.

²⁴ *Id.* at 2 & n.10.

²⁵ *Id.* at 2 & n.9.

²⁶ See, e.g., U.S. GAO, *Opinion, U.S. Environmental Protection Agency—Installation of Soundproof Privacy Booth* (Apr. 16, 2018), <https://www.gao.gov/products/B-329603>.

²⁷ Exec. Order. 13770, § 8 (Jan. 28, 2017).

²⁸ 40 C.F.R. § 1.29.

Counsel

Democracy Forward Foundation

CC: Kevin Minoli, Deputy General Counsel and Designated Agency Ethics Official, EPA
David J. Apol, Acting Director and General Counsel, Office of Government Ethics

EXHIBIT 1

ABC

Oklahoma State Agencies, Boards and Commissions

**Including High Courts, Institutions,
Legislature and Officers**

As of August 15, 1998

Prepared by the Oklahoma Department of Libraries

Not Printed at State Expense

Compliments
of West Group

education of peace officers who must receive a minimum of 324 hours of instruction in the basic subjects designated by the Council for officer certification. In 1987 CLEET assumed the responsibility to license security guards and private investigators, pursuant to the Oklahoma Security Guard and Private Investigators Act.

Advisory Council [70:3311(B)(1)]

**LAW ENFORCEMENT RETIREMENT SYSTEM,
OKLAHOMA (47:2-301) Board (47:2-303)**

Agency Code 416 (IA)
3600 N. Martin Luther King Avenue, Room 113
Oklahoma City 73136-0415
405/425-2380; FAX 405/425-2399

MISSION STATEMENT To ensure that all members who contribute to the system will find upon retirement adequate funds to meet the benefits guaranteed them by directing investment of the funds of the system, attempting to maximize gains, minimize losses and protect the trust.

ADMINISTRATION Mary E. Haning, *Executive Director*

PERSONNEL 4 unclassified non-merit

Injury Review Board (47:2-310.1)

Whenever any law enforcement officer enrolled in the Oklahoma Law Enforcement Retirement System is injured in the line of duty, an Injury Review Board consisting of one member to be appointed by the officer's employer, one member to be appointed by the Administrator of the Office of Personnel Management and one member to be appointed by the Governor shall convene to determine if the injured officer should be granted leave because of the injury.

LEGISLATIVE BOND OVERSIGHT COMMISSION

See BOND OVERSIGHT COMMISSION, LEGISLATIVE

**LEGISLATIVE COMPENSATION, BOARD ON
(V:21; 74:291.2)**

State Capitol, Room 122 (IA)
Oklahoma City 73105
405/521-2141; FAX 405/521-3902

HISTORY AND FUNCTION Created in 1968 by the adoption of a constitutional amendment, the Board's duties are to review, every two years, the compensation paid to legislators, with the power to change such compensation, which becomes effective on the 15th day following the succeeding general election. Currently, Oklahoma legislators are paid \$38,400 annually and the President Pro Tempore of the Senate and Speaker of the House of Representatives receive an additional \$17,932. The floor leaders of the majority and minority parties receive an additional \$12,364, as does the Appropriations Chair in each house. Effective the 15th day after the general election of November 1998, State Legislators will receive compensation benefits not exceeding the lesser of the current state employee benefit allowance or \$262.19 per month. The Speaker Pro Tempore of the House of Representatives and the person holding the position of Assistant Majority Leader of the Senate will each receive an additional \$12,364 per year for extra duties. Legislators are also reimbursed for necessary expenses.

EXHIBIT 2

Property Search


Disclaimer

The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair cash (market) value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

Quick Facts

Account #	R79720741108000	
Parcel #	79720-74-11-08000	
Situs address	833 LYNWOOD LN BROKEN ARROW	
Owner name	WELLS, KELSIE	
Fair cash (market) value	\$162,064	
Last year's taxes	\$2,202	
Legal description		Subdivision: INDIAN SPRINGS EST 3RD ADDN
		Legal: LT 37 BLK 5
		Sect on: 11 Township: 17 Range: 14

79720-74-11-08000 (4/2008)

General Information

Situs address	833 LYNWOOD LN BROKEN ARROW
Owner name	WELLS, KELSIE
Owner mailing address	833 LYNWOOD LANE BROKEN ARROW, OK 74011
Land area	0.27 acres / 11,875 sq ft
Tax rate	BA-3A [BROKEN ARROW]
Subdivision: INDIAN SPRINGS EST 3RD ADDN	
Legal description	Legal: LT 37 BLK 5
Sect on: 11 Township: 17 Range: 14	
Zoning	ONE FAMILY RES MEDIUM DENSITY - BA [R2]

Values

	2017	2018
Land value	\$36,437	—
Improvements value	\$125,627	—
Fair cash (market) value	\$162,064	—

Exemptions claimed

	2017	2018
Homestead	✓	✓
Additional homestead	—	—
Senior Valuation Limitation	—	—
Veteran	—	—

Tax Information

	2017	2018
Fair cash (market) value	\$162,064	—
Total taxable value (capped)	\$162,064	—
Assessment ratio	11%	—
Gross assessed value	\$17,827	—
Exemptions	\$-1,000	—
Net assessed value	\$16,827	—
Tax rate	BA-3A [BROKEN ARROW]	—
Tax rate mills	130.86	—
Estimated taxes	\$2,202	—*
Most recent NOV	March 7, 2017	—

* Estimated from 2017 millage rates

Tax detail (2017 millages)

	%	Mills	Dollars
City-County Health	2.0	2.58	\$43.41
City-County Library	4.1	5.32	\$89.52
Tulsa Technology Center	10.2	13.33	\$224.30
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	5.5	7.21	\$121.32
School Locally Voted	22.7	29.64	\$498.75
City Sinking	12.9	16.84	\$283.37
School County Wide Bldg	4.0	5.20	\$87.50
School County Wide ADA	3.1	4.00	\$67.31
School County Wide General	27.8	36.40	\$612.50
County Government	7.9	10.34	\$173.99

(Continued on next page)

Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	Baths	HVAC
1	Residential	Good	Average Plus	1971	1,964 SF	1.0	Slab	Frame Siding/ Brick/ Stone Veneer	Composition Shingle	2.0	Cool Air in Heat Ducts

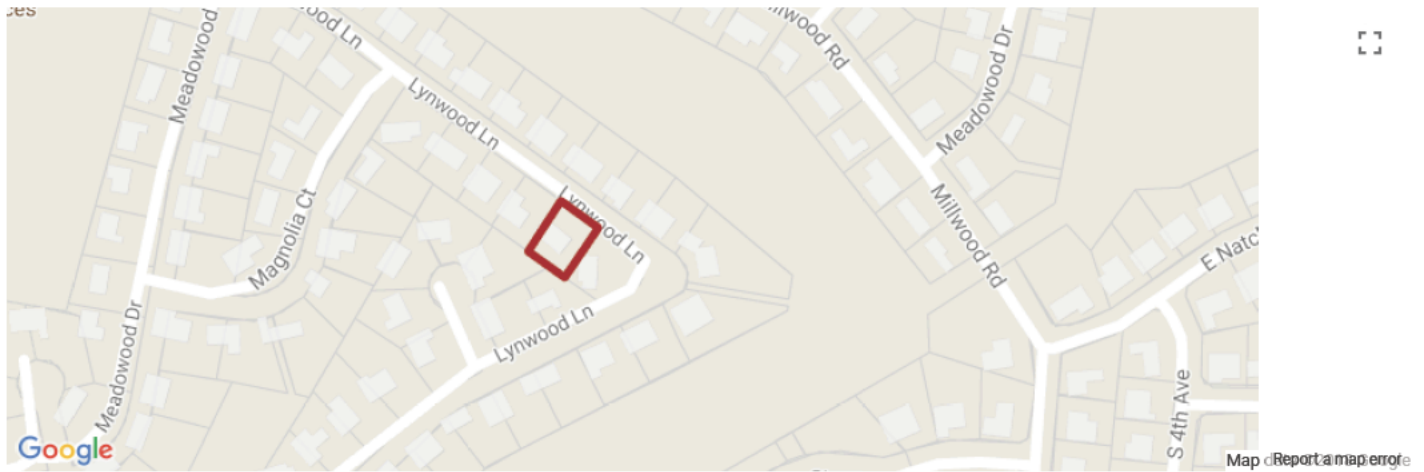
Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/ Doc#
Dec 16, 2013	WELLS, SHANE P	WELLS, KELSIE	\$—	Quit Claim Deed	2013122737
Mar 27, 2009	MENDOZA, KELSIE A	WELLS, KELSIE A & SHANE P	\$—	General Warranty Deed	2009032554
Aug 1, 2008	BEENE, JONATHON	MENDOZA, KELSIE A	\$149,000	Warranty Deed	2008081907
Apr 1, 2006	AMERICAN INTERNATIONAL RELOCATION SOLUTIONS LLC	BEENE, JONATHON	\$142,500	Warranty Deed	2006058105
Sep 1, 2005	PRUITT, E SCOTT	LONDON, JAMES B	\$125,000	History	2005115809
Aug 1, 1993			\$90,000	History	05536-00613

Images

Photo/sketch
(Click to enlarge)

† Square footage and acreage values included in this record are approximations. They may not reflect what a licensed surveyor would determine by performing a formal survey. They are for tax purposes only and are not intended for use in making conveyances or for preparing legal descriptions of properties.



Ken Yazel — Tulsa County Assessor

Tulsa County Administration Building, Room 215 | 500 S. Denver | Tulsa, OK 74103

Phone: (918) 596-5100 | Fax: (918) 596-4799 | Email: assessor@tulsacounty.org

Office hours: 8:00–5:00 Monday–Friday (excluding holidays)

EXHIBIT 3

5538 0703

93 088660

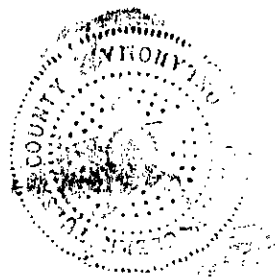
93 085661

ABS # 5538 2280

NO T1

STATE OF OKLAHOMA
TULSA COUNTY
FILED & RECORDED

93 AUG 26 AM 10:54

JOAN HASTINGS
TULSA COUNTY CLERK

79720 74 11 08000

#0720017253

934241

0720017253

FHA MORTGAGE

FHA CASE NO.

422:1965499-729

STATE OF OKLAHOMA

This Mortgage ("Security Instrument") is given on August 23, 1993
 The Mortgagor is E. SCOTT PRUITT AND MARGARET E. PRUITT, HUSBAND AND WIFE

whose address is 833 LYNWOOD LANE BROKEN ARROW, OKLAHOMA 74011

BANCOKLAHOMA MORTGAGE CORP.

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of THE STATE OF OKLAHOMA, and whose
 address is P.O. BOX 35688
 TULSA, OKLAHOMA 74153-9911

("Lender"). Borrower owes Lender the principal sum of

EIGHTY FIVE THOUSAND FOUR HUNDRED NINETY DOLLARS AND NO CENTS

Dollars (U.S.\$ 85,490.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
 monthly payments, with the full debt, if not paid earlier, due and payable on

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
 extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the
 security of this Security Instrument; and (c) 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 Lender, with power of
 sale, the following described property located in TULSA County, Oklahoma:

Lot Thirty-Seven (37), Block Five (5), INDIAN SPRINGS ESTATES 3rd ADDITION, to
 the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the
 recorded plat thereof.

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

93 SEP -2 AM 10:45

JOAN HASTINGS
TULSA COUNTY CLERK

which has the address of

Oklahoma

74011
(Zip Code)833 LYNWOOD LANE BROKEN ARROW
(Street) ("Property Address"); (City)

TREASURER'S RECEIPT	
Real Estate Map Tax #	85-50
PAID	836-93
RECEIVED	
1997502	
JOHN F. CANTRELL	
Tulsa County Treasurer	
By	<i>mu</i>
3	Deputy Treasurer

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
 hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of
 the foregoing is referred to in this Security Instrument as the "Property."

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 any encumbrances of record.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b) or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tends to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear & tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within SIXTY (60) DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY (60) DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

5536 0706

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs unless applicable law provides otherwise.

19. Waiver of Appraisal. Appraisal of the Property is waived or not waived at Lender's option, which shall be exercised before or at the time judgment is entered in any foreclosure.

20. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 500.00

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider

☐ Graduated Payment Rider

☐ Growing Equity Rider

☐ Planned Unit Development Rider

☐ Other [Specify]

NOTICE TO BORROWER

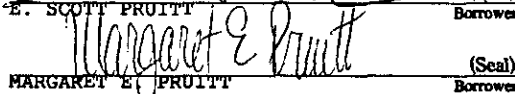
A power of sale has been granted in this Security Instrument. A power of sale may allow the Lender to take the Property and sell it without going to court in a foreclosure action upon default by Borrower under this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:



E. SCOTT PRUITT (Seal)
Borrower



MARGARET E. PRUITT (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF

TULSA

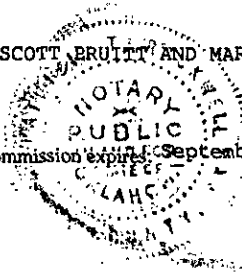
County ss:

The foregoing instrument was acknowledged before me this 23RD day of AUGUST , 1993

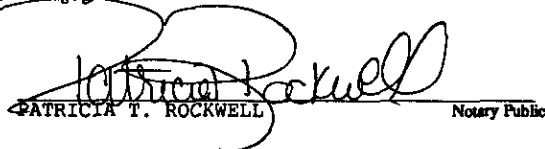
(date)

by E. SCOTT PRUITT AND MARGARET E. PRUITT, HUSBAND AND WIFE

My Commission expires September 25, 1995



(person acknowledging)



PATRICIA T. ROCKWELL Notary Public

5538 2284

FHA Case No.

422-1965499-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 23rd day of August, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to:

BANCOKLAHOMA MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

833 Lynwood Lane, Broken Arrow, Oklahoma 74011

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of September 1994, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of two and no/100 percentage point(s) (2.00 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 of this Note.

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(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

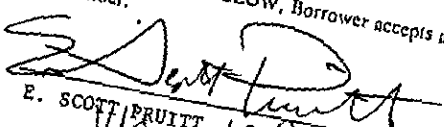

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of this Note exceeds the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

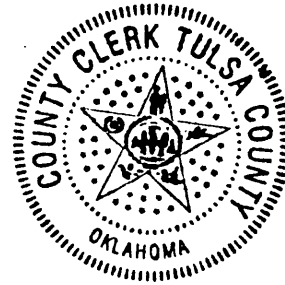

E. SCOTT PRUITT

MARGARET E. PRUITT

_____(Seal)
-Borrower
_____(Seal)
-Borrower
_____(Seal)
-Borrower
_____(Seal)
-Borrower

(Space Below This Line Reserved for Acknowledgment)

EXHIBIT 4

6230 2475



25414-CC 8051
Tulsa County *Blp*
NationsBank

NATIONSBANK, N.A.

CreditLineSM
Mortgage

This Instrument prepared by and when recorded
mail to: 00000000979000103685

NATIONSBANK
NATIONSBANK/POST CLOSING REVIEW
801 NORTH 11TH STREET

ST. LOUIS, MO 63101

TREASURER'S CERTIFICATION
DENNIS SEMLER, Tulsa County Treasurer
Paid 6-16-99 Real Estate Mfg Tax \$ 17.00
BY: RS Receipt No. 332233
Deputy Treasurer

This space is for Recorder's use only.

**A Power of Sale has been granted in this Mortgage.
A Power of Sale may allow the Mortgage 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 is made this 01 day of JUNE 1999, between
E SCOTT PRUITT, AKA EDWARD S PRUITT AND MARGARET E PRUITT,
MARRIED TO EACH OTHER.

whose address is 833 LYNWOOD LANE

BROKEN ARROW OK 74011-0000

(jointly and severally if more than one, "Grantor"), and NATIONSBANK, N.A.
whose address is P.O. BOX 790233 ST. LOUIS, MO 63179-0233
("NationsBank").

Witnesseth: That Whereas, EDWARD S PRUITT

(jointly and severally if more than one, "Borrower") is justly indebted to NationsBank
according to the terms of a certain promissory note given by Borrower to NationsBank
dated 06/01/1999, in the amount of _____

_____ Dollars (\$ 17,000.00) with final payment being due on _____
06/01/2021 unless renewed, modified, extended or consolidated (the
"Obligation"); and

Whereas, this Mortgage is given to secure to NationsBank (a) the repayment of the
debt evidenced by the Obligation, including but not limited to, principal and interest, and
fees and expenses, if any, and all renewals, extensions, modifications, replacements and
consolidations of the Note; (b) amounts expended or advanced by NationsBank for the
payment of taxes, levies or insurance on the property described herein and for
maintenance, repair, protection and preservation of the property and interest on such
amounts, if any, (c) the payment of all other sums, with interest, advanced under the terms
of this Mortgage; and (d) the performance of Grantor's covenants and agreement under this
Mortgage and any other agreements executed by Grantor at NationsBank's request

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6230 2476

pertaining to the debt evidenced by the Obligation (together, the "Loan Documents"). Interest may be deferred, capitalized or accrued.

Now Therefore, in consideration of the premises and of the extension of credit set forth herein, and the sum of One Dollar (\$1.00) the receipt and adequacy of which are hereby acknowledged, Grantor **GRANTS, TRANSFERS, ASSIGNS, BARGAINS AND SELLS, CONVEYS AND CONFIRMS** the following property whether now owned or held or hereafter acquired by Grantor and whether now or hereafter existing with all rights, appurtenances, and privileges thereunto belonging, to NationsBank all of Grantor's right, title and interest in the following property, to wit:

LOT THIRTY-SEVEN (37), BLOCK FIVE (5), INDIAN SPRINGS ESTATES 3RD ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

which has the real property address commonly known as 833 LYNWOOD LANE
BROKEN ARROW OK 74011-0000 ("Property Address");

Together with all buildings, structures and other improvements now or hereafter located on the property described, or any part and parcel thereof; all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; all and singular the tenements, hereditaments, easements, licenses, privileges, rights-of-way, water rights, mineral rights, uses and other appurtenances belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; all right, title and interest of Grantor in and to nearby ways, roads, streets, boulevards, avenues or other public thoroughfares and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property, now or hereafter located in, upon or under said property or any part thereof; all right and title and interest of Grantor in and to the rents, income, issues, profits, and revenues of all the foregoing; any and all awards or payments, including interest thereon, and the right to receive the same, as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decrease in the value of, said property, to the extent of all amounts that may be secured by this Mortgage at the date of receipt of any such award or payment by NationsBank and of the reasonable attorney's fees, costs and disbursements incurred by NationsBank in connection with the collection of such award or payment. All of such property hereby mortgaged is collectively referred to herein as the "Property".

This Mortgage is given and accepted on the following terms:

Representations and Warranties. Grantor warrants that Grantor has good and marketable fee simple title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to mortgage same, that the Property is unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Property unto NationsBank against the claims of all persons whomsoever.

Covenants. Grantor further covenants and agrees as follows:

1. Compliance with Loan Documents. Grantor shall promptly pay and perform and comply with all obligations, covenants, agreements and conditions imposed upon Grantor by the Loan Documents.

6230 2477

2. Charges; Liens. Grantor shall pay when due all taxes, assessments, charges, fines, levies, fees and impositions attributable to the Property that may attain priority over this Mortgage, and leasehold payments or ground rents, if any. If Grantor makes these payments directly, upon NationsBank's request, Grantor shall promptly furnish to NationsBank receipts evidencing the payments.

3. Funds for Taxes and Insurance. Upon request by NationsBank, Grantor shall pay to NationsBank on the days payments are due under the Obligation, until the Obligation is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments that may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items". NationsBank may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, NationsBank may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. NationsBank may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. In no event shall NationsBank be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. If requested by NationsBank, Grantor shall furnish to NationsBank, at least thirty (30) calendar days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and NationsBank shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. NationsBank may, at its option, pay any of these charges when payable, either before or after they become past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to NationsBank and shall become part of the Obligation and bear interest at the rate of interest stated in the Obligation from date of advancement. NationsBank may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Property shall, without assignment thereof, inure to the benefit of the successor-owner of the Property and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Obligation, the amount of any unused credit shall be paid over to the person entitled to receive it.

4. No Other Liens. Grantor will not, without the prior written consent of NationsBank, except as otherwise specified by applicable law, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, encumbrance, security interest or conditional sale against or covering the Property, or any part thereof, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage. Should any of the foregoing become attached hereafter or in any manner to any part of the Property without the prior written consent of NationsBank, Grantor will cause the same to be promptly discharged and released.

5. Insurance. Grantor shall keep the improvements, if any, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which NationsBank requires in an amount equal to the lesser of (a) the combined total of the maximum amount that could be advanced on the Obligation and the current balance on other obligations secured by prior lien(s) on the Property; (b) 100% of the maximum insurable value of the Property; or (c) for flood insurance only, 100% of the maximum amount of insurance required under any federal, state or local flood insurance program (if the Obligation secured is a TaxSmart loan, then parts (a) or (b) above are not required). If requested by NationsBank, Grantor shall also obtain liability insurance naming NationsBank as an additional insured party in an amount as may be required by NationsBank. Each insurance carrier providing any such insurance shall be chosen by Grantor subject to NationsBank's approval which shall not be unreasonably withheld. If Grantor fails to obtain any insurance required by this Section 5 or if Grantor fails to pay the insurance premiums for any period of thirty (30) consecutive calendar days (forty-five (45) calendar days for flood insurance) during the term of this Mortgage, NationsBank may obtain the insurance and pay the premiums. If NationsBank does so, Grantor shall pay the charge for the insurance and Grantor agrees to pay to NationsBank interest on such amount until it is paid, at the rate of interest stated in the Obligation. Such amounts shall become additional debt of Borrower secured by this Mortgage. Grantor agrees that the amount and type of insurance purchased by NationsBank is within NationsBank's sole discretion.

All insurance policies and renewals shall be in form and content satisfactory to NationsBank and all such policies covering loss or damage to the Property shall include a standard noncontributory mortgagee clause in favor of NationsBank. NationsBank shall have the right to hold the policies and renewals. Grantor shall promptly give to NationsBank all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and NationsBank. NationsBank may make proof of loss if not made promptly by Grantor, but shall have no duty to do so nor any duty to see that any insurance is in force or is adequate.

If in the sole discretion of NationsBank the restoration or repair is economically feasible and NationsBank's security is not lessened, the insurance proceeds shall be applied to restoration or repair of the Property damaged. If in the sole discretion of NationsBank the restoration or repair is not economically feasible or NationsBank's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, in such manner and order as NationsBank, in its sole discretion, may elect, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) calendar days a notice from NationsBank that the insurance carrier has offered to settle a claim, then NationsBank may collect the insurance proceeds. NationsBank may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, in such manner and order as NationsBank, in its sole discretion, may elect, whether or not then due. The thirty (30) calendar day period will begin when the notice is given.

Unless NationsBank and Grantor otherwise agree in writing, any application of insurance proceeds shall be to any amount that is currently owed, then to principal and shall not extend or postpone the due date of the scheduled payments or change the amount of the payments to the extent not lessened or discharged by such application. If the Property is acquired by NationsBank, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to NationsBank to the extent of the sums secured by this Mortgage.

6. Maintenance and Protection of Property; Inspection. Grantor shall maintain the Property in good condition and repair, shall not commit or suffer any waste to the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property or any part thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Property, now or hereafter encumbered by this Mortgage, which may be affected by any activity of the character referred to in Section 9. No part of the Property, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this Mortgage, shall be removed, demolished or materially altered without the prior written consent of NationsBank. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof. NationsBank and any person authorized by NationsBank shall have the right to enter and inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

7. Protection of NationsBank's Rights in the Property. If Grantor fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect NationsBank's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then NationsBank may do and pay for whatever is necessary to protect the value of the Property and NationsBank's rights in the Property. NationsBank's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although NationsBank may take actions under this Section 7, NationsBank does not have to do so. No such action will waive any default. In the event NationsBank makes any payments which NationsBank deems necessary to protect the value of the Property and NationsBank's rights in the Property, NationsBank, upon making such payment, shall be subrogated to all of the rights of the person or entity receiving such payment. Any amounts disbursed by NationsBank pursuant to this Mortgage shall become part of the Obligation secured by this Mortgage. Unless Grantor and NationsBank agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest stated in the Obligation and shall be payable upon demand from NationsBank to Grantor or Borrower.

8. Indemnity. Grantor shall (to the extent permitted by law) protect, defend, and indemnify NationsBank, and hold NationsBank harmless from and against any claims, actions, or proceedings against NationsBank and any loss, cost damage or expense, including but not limited to reasonable attorney's fees and disbursements incurred by NationsBank, arising out of or in any way related to a breach of the representations, warranties, covenants or agreements of Grantor herein. NationsBank shall have the right, jointly with Grantor, to negotiate and settle any such claims, actions or proceedings.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to NationsBank to be applied to the Obligation, with any amounts in excess of the Obligation being paid to Grantor. Grantor agrees to execute and deliver such further instruments as may be requested by NationsBank to confirm this assignment and sufficient for the purposes of assigning all proceeds from such awards or payments to NationsBank. NationsBank is authorized, but not obligated as the attorney-in-fact for Grantor, to collect, receive and give receipts for such awards and payments. This power granted NationsBank shall be deemed coupled with an interest and shall be irrevocable.

If the Property is abandoned by Grantor, or if within thirty (30) days after notice by NationsBank to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to NationsBank is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. The thirty (30) calendar day period will begin when notice is given. Unless NationsBank and Grantor otherwise agree in writing, any application of proceeds shall be to any amount that is currently outstanding, then to principal, and shall not extend or postpone the due date of the payments referred to in the Obligation or this Mortgage or change the amount of such payments to the extent not discharged by such application.

10. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Grantor shall promptly give NationsBank written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law, as soon as Grantor first has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 10, "Environmental Law" means federal laws and laws of the jurisdictions where the Property is located that relate to health, safety, or environmental protection.

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Grantor shall indemnify and hold harmless NationsBank from and against, and reimburse NationsBank on demand for, any and all claims, demands, liabilities, losses, damages, causes of action, costs and expenses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be imposed upon, asserted against or incurred or paid by NationsBank as a result of the presence of any Hazardous Substance on, in, under, above or about the Property, or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Grantor's ownership of the Property, or any act, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any such presence, migration, release, threatened migration or release, act, omission or event.

11. Events of Default. The occurrence of any one of the following may be a default under this Mortgage and under the other Loan Documents ("Default") unless otherwise limited by law:

- a. Grantor or Borrower made a fraudulent or a material misrepresentation at any time;
- b. Borrower does not meet the repayment terms of the Obligation; or
- c. Any action or inaction by Grantor which adversely affects NationsBank's collateral for the Obligation or NationsBank's rights in the collateral. This can include for example, failure to maintain any required insurance, failure to pay taxes, death of a Grantor, the sale, transfer or conveyance of the Property, foreclosure by the holder of another lien, or failure to use the Property as a residence.

12. Rights and Remedies on Default. Unless prohibited by law, upon the occurrence of any event of Default (and the giving of any notice as required by law) and at any time thereafter, NationsBank, at its option, may exercise any one or more of the following rights and remedies, singularly or collectively, in addition to any other rights or remedies provided by law.

a. Accelerate Obligation. NationsBank shall have the right at its option without notice to Grantor to declare the entire Obligation immediately due and payable.

b. UCC Remedies. With respect to all or any part of any personal property, NationsBank shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

c. Sale Under Power of Sale. Unless otherwise required by applicable law: In a sale pursuant to Mortgagee's power of sale, Mortgagee may sell the Mortgaged Property as a single parcel or in separate parcels at one or more sales (each a "Non-Judicial Sale"). Each Non-Judicial Sale shall be a public sale to the highest bidder and shall be conducted at the door of the court house or other location then customarily employed for that purpose in the county where the Mortgaged Property is located. Mortgagee shall give notice of the time and place of each Non-Judicial Sale and a description of the property to be sold as is then required by the laws of the state where the Mortgaged Property is located, or if there is no such requirement, as Mortgagee may deem appropriate; provided, however, that by announcement by Mortgagee at the original time and place set therefor and by other notice methods required by applicable law, if any, a Non-Judicial Sale may be adjourned to another time and place in the county where the Mortgaged Property is located, and thereafter may be similarly adjourned from time to time, each without further notice (unless otherwise required by law), and may be made at any time or place to which the same is so adjourned. Mortgagee's power of sale under this instrument shall not be exhausted by any Non-Judicial Sale if any part of the Mortgaged Property remains unsold, but shall continue unimpaired until all of the Mortgaged Property has been sold or the Obligations have been paid in full.

d. Judicial Foreclosure. NationsBank may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

e. Deficiency Judgment. If permitted by applicable law, NationsBank may obtain a judgment for any deficiency remaining on the Obligation after application of all amounts received from the exercise of the rights provided in this Section 11.

f. Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or NationsBank otherwise becomes entitled to possession of the Property upon Default, Grantor shall become a tenant at sufferance of NationsBank or the purchaser of the Property and shall, at NationsBank's option, either (i) pay a reasonable rental for the use of the Property or (ii) vacate the Property immediately upon the demand of NationsBank.

g. Enter and Use the Property. NationsBank may enter upon and take possession of the Property without the appointment of a receiver, or an application therefor, employ a managing agent of the Property and let the same, either in its own name or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligation, all without being a Mortgagee in possession. Grantor transfers and assigns to NationsBank Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Property.

h. Sale of Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, NationsBank shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. NationsBank shall be entitled to bid at any public sale on all or any portion of the Property. In case of any sale under this Mortgage by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Property or any part thereof may be sold in one parcel and as entirety, or in such parcels, manner or order as NationsBank in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligation paid in full. Appraisalment of the Property is waived or not waived at the option of NationsBank, such option to be exercised at the time of judgement.

i. Notice of Sale. NationsBank shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of any personal property is to be made. Reasonable notice shall mean notice given at least ten (10) calendar days before the time of the sale or disposition.

j. Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. No waiver by NationsBank shall be effective unless it is in writing and signed by an authorized officer of NationsBank. No waiver shall operate as a waiver of any other matter or of a similar matter at a future time. Election by NationsBank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect NationsBank's right to declare a Default and exercise its remedies under this Mortgage.

k. Attorneys' Fees; Expenses. Whether or not any court action is involved, all reasonable expenses incurred by NationsBank that in NationsBank's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Obligation payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Obligation. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, NationsBank's reasonable attorneys' fees and NationsBank's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

l. Receiver. NationsBank, in any action to foreclose this Mortgage, or upon any Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits, or of the Property, or both, without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the obligation, or the solvency of any person or corporation liable for the payment of such amounts.

m. Pay Expenses. NationsBank may pay any sums in any form or manner deemed expedient by NationsBank to protect the security of this Mortgage or to cure Default other than payment of interest or principal on the Obligation; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer of the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of NationsBank shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Obligation, subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by NationsBank under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Mortgage.

n. Other Remedies. NationsBank shall have all other rights and remedies provided in this Mortgage, the Obligation or as available at law or in equity.

13. Other Matters Relating to Enforcement of Remedies. In any sale made as contemplated herein the NationsBank may bid for and purchase any of the Property being sold, and shall be entitled upon presentment of the relevant Loan Documents and documents evidencing the same to apply the amount of the Secured Indebtedness held by it against the purchase price for the items of the Property so purchased. The amount so applied shall be credited first against the (to the extent permitted by law) payment of the costs and expenses of so realizing on the Property (including but not limited to reasonable attorneys' fees and disbursements) together with interest thereon then to the portion of the Secured Indebtedness that constitute interest accrued but unpaid; then to the remainder of the Secured Indebtedness then to the holders of any liens and interests on the Property that are junior to the lien and interest under this instrument and the balance, if any, to Grantor, or its heirs, executors, administrators, personal representatives, successors or assigns, or to whosoever else may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

14. Grantor Not Released; Forbearance by NationsBank Not a Waiver. Renewal, modification or extension of the time for payment, modification of amortization of the obligation, transfer of the Property, or any forbearance granted by NationsBank shall not operate to release the liability of the original Grantor or Grantor's successors in interest or any other person. NationsBank shall not be required to commence proceedings against any successor in interest or any other person, or refuse to extend time for payment or refuse to otherwise modify amortization of the Obligation by reason of that or any demand made by the original Grantor or Grantor's successors in interest or any other person. Any forbearance by NationsBank in exercising any right or remedy shall not be a waiver of or preclude the exercise of that or any other right or remedy.

Neither failure by NationsBank to exercise nor delay by NationsBank in exercising or discontinuance of the exercise of any power, right or remedy upon or after any Default shall be construed as a waiver of such Default, or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any such right, power or remedy shall preclude, waive or otherwise affect any other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by NationsBank, whether of any breach of or Default under this Mortgage, the Obligation or any other Loan Document or otherwise must be in writing and shall be effective only to the extent set forth in such writing.

NationsBank shall have the right from time to time to sue for any sums, whether interest, principal, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Obligation shall be due on demand, and without prejudice to the right of NationsBank thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

15. Amendments. This instrument may not be modified or amended except by writing executed by both Grantor and an authorized officer of NationsBank.

16. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of NationsBank and the heirs, representatives, successors, and assigns of Grantor, subject to the provisions of Section 18. Grantor's covenants and agreements shall be joint and several.

17. Notices. Every provision for notice and demand or request except otherwise required by law shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Property, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last known to Grantee or (b) addressed to the street address of the Property.

18. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold, transferred, conveyed, quit-claim deeded, voluntarily or involuntarily, by operation of law, death or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law or otherwise, if Grantor is not a natural person) without NationsBank's prior written consent, NationsBank may, at its option, require payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by NationsBank if exercise is prohibited by federal or state law as of the date of this Mortgage. NationsBank may, in its sole discretion, in any one or more instances waive its option to require payment in full under this Section 18, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which NationsBank may require: (i) the transferee's integrity, reputation, character, creditworthiness and management ability being satisfactory to NationsBank in its sole judgment; (ii) Grantor and transferee executing, prior to such sale or transfer a written assumption agreement containing such terms as NationsBank may require; (iii) a reduction in the maximum allowable amount of the Obligation; (iv) an increase in the rate of interest stated in the Obligation; (v) a transfer fee; and (vi) any modification of the terms of the Obligation and/or the other Loan Documents which NationsBank may require.

If NationsBank requires payment in full pursuant to this Section 18, NationsBank shall give notice of acceleration. The notice shall provide a period of not less than ten (10) calendar days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, NationsBank may invoke foreclosure and any other remedies by this Mortgage and/or any other Loan Document without further notice or demand on any person, except as otherwise may be required by applicable law.

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19. Release. Upon payment of all sums secured by this Mortgage and closing of the Obligation, NationsBank shall release this Mortgage without charge to Grantor except for any recordation costs.

20. Recitals. Recitals of this Mortgage are hereby incorporated by reference.

21. Subrogation. Any of the proceeds of the Obligation used to pay any debt secured by any outstanding lien or encumbrance against all or any part of the Property have been advanced by NationsBank at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. NationsBank shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether said liens or debts are acquired by NationsBank by assignment or are released by the owner or holder thereof upon payment, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the Obligation, but this Mortgage shall govern and control the enforcement of the liens to which NationsBank is subrogated hereunder.

22. Fees and Expenses. To the extent not prohibited by applicable law, Grantor will pay, and will reimburse to NationsBank on demand to the extent paid by NationsBank: (a) all appraisal fees, filing and recording fees, taxes (with the exception of any Oklahoma Mortgage recordation tax which NationsBank will pay), abstract fees, title search or examination fees, title policy and endorsement premiums and fees, Uniform Commercial Code search fees, escrow fees, reasonable attorneys' fees, environmental inspection fees, survey fees and all other out of pocket costs and expenses of any kind incurred by Grantor and/or NationsBank in connection with the preparation of the Loan Documents, closing and funding of the Obligation, and any and all amendments and supplements to the Loan Documents; and (b) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the enforcement of any obligation of Grantor, under this or under any other Loan Document.

NationsBank may, at its option at any time Grantor is in default under the terms of the Obligation or the other Loan Documents, obtain an appraisal satisfactory to NationsBank of the Property or any part thereof by a third party appraiser engaged by NationsBank and annual financial statements of Grantor (including disclosure of all contingent liabilities). Grantor hereby agrees to provide to NationsBank such financial statements in form and content satisfactory to NationsBank within ten (10) calendar days of each such request therefor by NationsBank, as well as such other financial statements, if any, as and when required by any other Loan Document. To the extent not prohibited by applicable law, the cost of each appraisal shall be a part of the Obligation and shall be paid by Grantor to NationsBank on demand.

23. Effective as Financing Statement. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property, and is to be filed for record in the real estate records of each county where the Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section 23.

24. Waivers. Grantor hereby expressly waives presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and any other notice or declaration of any kind, except as may be required by the Loan Documents or applicable law. To the extent allowable by applicable law, Grantor, for Grantor and Grantor's family, hereby waives and renounces (i) all homestead and exemption rights, if any, provided for by the Constitution and Laws of the United States or the State of Oklahoma in and to the Property as against the collection of the Obligation, or any part thereof; and (ii) all laws now existing or hereafter enacted that provide for appraisal before sale of the items of the Property being sold, or that provide for the extension of the enforcement of the collection of the Secured Indebtedness or that create or extend the period for redemption of any of the Property from any sale thereof to collect the Secured Indebtedness, and Grantor agrees that where, by the terms of this Mortgage or the Obligation, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole agreement.

25. Governing Law; Severability. This Mortgage shall be governed by Oklahoma law and applicable federal law. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

26. Interpretation. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. NationsBank has no fiduciary, partnership or other special relationship with Grantor under the Loan Documents or with respect to their subject matter, nor any implied covenants or duties, and any contrary inferences are hereby negated.

27. Headings. The headings of the sections of this instrument are inserted for convenience only and shall not be deemed to constitute a part of this instrument.

28. Special Provisions [If blank, there are no special provisions].

29. Special Notice to Grantor. Any Grantor who signs this Mortgage but does not execute the Obligation: (a) is signing this Mortgage only to grant, bargain, mortgage and convey that Grantor's interest in the Property under the terms of this Mortgage; (b) is not by signing this Mortgage becoming personally obligated to pay the Obligation; and (c) agrees that NationsBank and any other Grantor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Obligation or any other Loan Document without that Grantor's consent. The foregoing does not limit the liability of Grantor under any guaranty agreement or other agreement by such Grantor whereby such Grantor becomes liable for the Obligation in whole or in part.


6230 2488

Any litigation arising out of or relating to this Mortgage or the Account shall be commenced and conducted in the courts of the State of Oklahoma for the counties or the Federal Courts for the districts in Oklahoma where NATIONSBANK, N.A. maintains offices and conducts banking business.

Waiver of right to trial by jury. Grantor hereby waives the right to trial by jury in any action brought on this Mortgage or the Obligation or any other matter arising in connection with this Mortgage or the Obligation.

In Witness Whereof, this Mortgage has been duly executed by Grantor the day and year first above written.


I/We agree to the terms of this Mortgage under seal and acknowledge receiving a full and completed copy of this Mortgage (regardless if my/our signature(s) appear(s) on the copy).

 (Seal)

Grantor Signature

EDWARD S PRUITT

Type or Print Name

 (Seal)

Grantor Signature

MARGARET E PRUITT

Type or Print Name

(Seal)
Grantor Signature

Type or Print Name

(Seal)
Grantor Signature

Type or Print Name

Individual Acknowledgment

State of Oklahoma)
)SS
County of Tulsa)

Before me, the undersigned, a Notary Public in and for the above County
and State, on this 1st day of June, 1999,
personally appeared, E. Scott Pruitt, AKA Edward S. Pruitt and
Margaret E. Pruitt, Married to Each Other

known to me to be the identical persons who signed the foregoing Mortgage
and acknowledged to me that they signed the same Mortgage as their free and
voluntary act and deed, for the uses and purposes set forth in the Mortgage.

Signed the 1st day of June, 1999.

M. J. Krcik
Notary Public

My Commission expires: Nov. 4, 2000

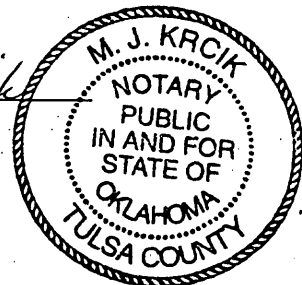


EXHIBIT 5

Doc# 04120763 Pgs 4
 Receipt # 755489 10/05/04 14:07:00
 Fee 19.00



State of Oklahoma _____ Space Above This Line For Recording Data _____

After recording return to:
 SPIRITBANK
 1800 S BALTIMORE AVE, 7TH FL
 TULSA, OK 74119

MORTGAGE
 (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is09/13/2004..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

E SCOTT PRUITT AND MARGARET E PRUITT, HUSBAND AND WIFE
 833 LYNWOOD LN
 BROKEN ARROW, OK 74011-0000

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

SPIRITBANK
 601 N MAIN
 BRISTOW, OK 74010

Mortgage Tax Certification
 DENNIS SEMLER, Tulsa County Treasurer
 Date 10/5/2004 Tax 106.65
 Deputy MAH Receipt 120178

730126338

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender, with the power of sale, the following described property:

LOT ONE (1), BLOCK THREE (3), THE LAKES AT INDIAN SPRINGS I, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEROF (AKA 7712 SOUTH 3RD, BROKEN ARROW, OK)
 AND LOT THIRTY-SEVEN (37), BLOCK FIVE (5), INDIAN SPRINGS ESTATES, III, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (AKA 833 LYNWOOD, BROKEN ARROW, OK)

The property is located in TULSA..... at 7712 S. 3RD.....
 (County)
, BROKEN ARROW....., Oklahoma 74011.....
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 533,230.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.) BORROWER: E SCOTT PRUITT MARGARET E PRUITT , NOTE AMOUNT: \$533,230.00 , INTEREST RATE: 6.000 % , MATURITY DATE: 01/13/2005

1/RT-Land Run Escrow & Title Services Inc
 100 S. Castle Rock Ln. Mustang OK 73064

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- 11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 14. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this

Security Instrument and any related documents, including the power to sell the Property. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Lender has the power to sell the Property. If Lender invokes the power of sale, Lender shall give notice in the manner required by applicable law to Mortgagor and any other persons prescribed by law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied to the manner prescribed by applicable law.

15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, (not to exceed 15% of the unpaid debt after default), court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Security Instrument shall remain in effect until released.

16. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

19. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the

Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
23. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
24. **WAIVER OF APPRAISEMENT.** Appraisal of the Property is waived or not waived at Lender's option. Lender shall exercise this option before or at the time judgment is entered in any foreclosure.
25. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Purchase Money Mortgage.** The Secured Debt includes money which is used in whole or in part to purchase the Property.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. (Check all applicable boxes)
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**

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

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

.....
 (Signature) E SCOTT PRUITT (Date)

.....
 (Signature) MARGARET E PRUITT (Date)

ACKNOWLEDGMENT:

STATE OF OKLAHOMA....., COUNTY OF Adair..... } ss.
 (Individual) This instrument was acknowledged before me this 13..... day of Sept. 2004.....
 by E. SCOTT PRUITT AND MARGARET E. PRUITT, HUSBAND AND WIFE.....
 My commission expires: 11-27-2004
 Commission number: 400019543

.....
 (Notary Public)

EXHIBIT 6

Doc# 2005003906 Pgs 17

Receipt # 773094 01/11/05 15:32:17

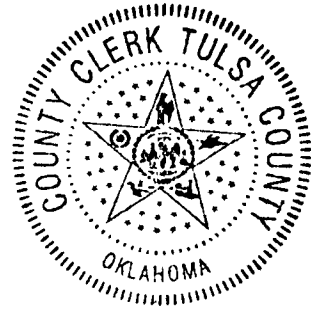
Fee 45.00



Return To:
SpiritBank

9618 S. Memorial, Tulsa, OK
74133

Prepared By:
Kay S. Beeby



[Space Above This Line For Recording Data]

MORTGAGE

45.00

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated December 30, 2004 together with all Riders to this document.
- (B) "Borrower" is E. Scott Pruitt and Margaret E. Pruitt, Husband and Wife

359.00 pd
5.00 pd

Borrower is the mortgagor under this Security Instrument.

PRUITT, SCOTT 2002336355
OKLAHOMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3037 1/01 (rev. 12/03)

VMP -6(OK) (0312)

Page 1 of 15 MW 12/03

Initials: ESP

VMP Mortgage Solutions (800)521-7291



Mortgage Tax Certification

DENNIS SEMLER, Tulsa County Treasurer

Date	1/11/2005	Tax	359.00
Deputy	JMR	Receipt	130054

AFTER RECORDING RETURN TO:
GUARANTY ABSTRACT COMPANY
9106 NORTH GARNETT
OWASSO, OK 74055

E- 161874

IA 832581

(C) "Lender" is SpiritBank

Lender is a _____ a Corporation
organized and existing under the laws of _____ The State of Oklahoma
Lender's address is 9618 S. Memorial, Tulsa, OK 74133

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated December 30, 2004
The Note states that Borrower owes Lender Three Hundred Fifty Nine Thousand and
no/100 _____ Dollars

(U.S. \$359,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than January 1, 2035 .

(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 sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

PRUITT, SCOTT

2002336355

0

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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 the 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 Lender, with power of sale, the following described property located in the
County of Tulsa :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
Lot One (1), Block Three (3), THE LAKES AT INDIAN SPRINGS I, a
Subdivision in the City of Broken Arrow, Tulsa County, State of
Oklahoma, according to the Recorded Plat thereof.

Parcel ID Number: which currently has the address of
7712 South 3rd [Street]
Broken Arrow [City] , Oklahoma 74011 [Zip Code]
("Property Address"):

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 replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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 any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

PRUITT, SCOTT 2002336355 Initials: *ESP MP* 0
VMP-6(OK) (0312) Page 3 of 15 Form 3037 1/01 (rev. 12/03)

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, 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 the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, 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) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community

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Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith

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by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law

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requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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 after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property 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 significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or

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regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.


Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement

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provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material

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impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Except as otherwise required by Applicable Law, any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this

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Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to

PRUITT, SCOTT

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Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

PRUITT, SCOTT

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 35 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property; and (e) any other information required by Applicable Law. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice in the manner required by Applicable Law to Borrower and any other persons prescribed by Applicable Law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs unless Applicable Law provides otherwise. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable law.

24. Waiver of Appraisal. Appraisal of the Property is waived or not waived at Lender's option, which shall be exercised before or at the time judgment is entered in any foreclosure.


25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

26. Notice of Power of Sale. A power of sale has been granted in this Security Instrument. A power of sale may allow the Lender to take the Property and sell it without going to court in a foreclosure action upon default by Borrower under this Security Instrument.

PRUITT, SCOTT

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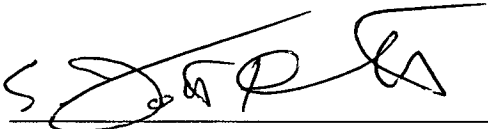
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Form 3037 1/01 (rev. 12/03)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


E. Scott Pruitt (Seal)
-Borrower


Margaret E. Pruitt (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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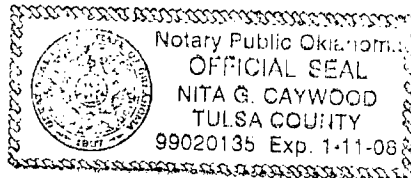
STATE OF OKLAHOMA,

County ss:

The foregoing instrument was acknowledged before me this December 30, 2004 by
E. Scott Pruitt and Margaret E. Pruitt, Husband and Wife

Witness my hand and seal on this date.
My Commission Expires:

Notary Public



PRUITT, SCOTT

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Initials:

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Form 3037 1/01 (rev. 12/03)

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **30th** day of **DECEMBER, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Spiritbank, a corporation** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7712 S. 3RD, BROKEN ARROW, OK 74011

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **Restrictive Covenants and any Amendments there of record in the county clerk's office** (the "Declaration"). The Property is a part of a planned unit development known as

THE LAKES AT INDIAN SPRINGS I

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

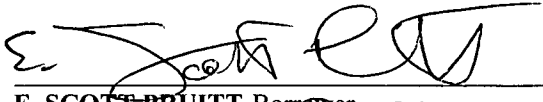
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

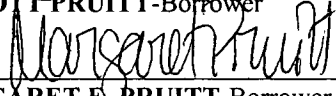
E. Lender’s Prior Consent. Borrower shall not, except after notice to Lender and with Lender’s prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the “Constituent Documents” if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



E. SCOTT PRUITT-Borrower (Seal)



MARGARET E. PRUITT-Borrower (Seal)

EXHIBIT 7

Tulsa County Clerk - EARLENE WILSON

Doc# 2005003908 Pgs 8
 Receipt # 773094 01/11/05 15:32:28
 Fee 27.00



When Recorded Mail To
 SpiritBank

9618 S. Memorial, Tulsa, OK 74133

SpiritBank
 Prepared By:
 Kay S. Beeby



AP# PRUITT #2
 LN# 2002356034

MORTGAGE

THIS MORTGAGE is made this 30th day of December 2004, between the
 Mortgagor, E. Scott Pruitt and Margaret E. Pruitt, Husband and Wife

27.00

SpiritBank, a Corporation

(herein "Borrower"), and the Mortgagee,

organized and existing under the laws of The State of Oklahoma
 9618 S. Memorial, Tulsa, OK 74133

, a corporation
 , whose address is

(herein "Lender"),
 , which

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 81,000.00
 indebtedness is evidenced by Borrower's note dated December 30, 2004 and extensions and
 renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of
 indebtedness, if not sooner paid, due and payable on January 1, 2035 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of
 all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the
 performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage,

✓ Guaranty Abstract Company
 P.O. Box 3048
 TULSA, OKLAHOMA 74101

PRUITT #2 2002356034

OKLAHOMA - SECOND MORTGAGE - 12/86 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3837
 VMP -76(OK) (0308) MW 08/03 Amended 3/99
 Page 1 of 6 Initials: ESP

VMP Mortgage Solutions (800)521-7291



Mortgage Tax Certification
 DENNIS SEMLER, Tulsa County Treasurer
 Date 1/11/2005 Tax 81.00
 Deputy JMR Receipt 1300.55

AFTER RECORDING RETURN TO:
 GUARANTY ABSTRACT COMPANY
 9105 NORTH GARNETT
 OWASSO, OK 74055
 E-

161874-A

3A 832581

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grant and convey to Lender, with power of sale, the following described property located in the County of Tulsa, State of Oklahoma:
 Lot One (1), Block Three (3), THE LAKES AT INIDIAN SPRINGS I, a
 Subdivision in the City of Brokwn Arrow, Tulsa County, State of
 Oklahoma, according to the Recorded Plat thereof.

which has the address of 7712 76th South 3rd Broken Arrow [Street]
 Broken Arrow [City], Oklahoma 74011 [ZIP Code] (herein "Property Address");
 74011

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:


1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

PRUITT #2

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Initials: 
 Form 3837

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

PRUITT #2

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof (unless applicable law provides otherwise), upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the PRUITT #2

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Initials: ES WP

Form 3837

covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as required by applicable law. The notice shall specify: (1) the breach; (2) the action required to cure the breach; (3) a date, not less than 35 days from the date the notice is given to Borrower, by which the breach must be cured; (4) that failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property; and (5) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at its option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other persons prescribed by applicable law. Lender shall also publish the notice of sale, and the Property shall be sold, as prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the manner prescribed by applicable law.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Appointment of Receiver. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

21. Waiver of Appraisalment. Appraisalment of the Property is hereby waived or not waived at Lender's option, which shall be exercised at the time judgment is entered in any foreclosure hereof or at any time prior thereto.

22. Assumption Fee. If there is an assumption pursuant to paragraph 16 hereof, Lender may charge an assumption fee of U.S. \$ 0.00

NOTICE TO BORROWER

A power of sale has been granted in this Mortgage. A power of sale may allow the Lender to take the Property and sell it without going to court in a foreclosure action upon default by Borrower under this Mortgage.

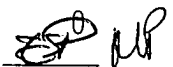
PRUITT #2

2002356034

VMP -76(OK) (0308)

Page 5 of 6

Initials:



Form 3837

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

E. Scott Pruitt (Seal)
E. Scott Pruitt -Borrower

Margaret E. Pruitt (Seal)
Margaret E. Pruitt -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

E. Scott Pruitt

____ (Seal)
____ -Borrower

____ (Seal)
Margaret E. Pruitt -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

(Sign Original Only)

E. Scott Pruitt and Margaret E. Pruitt
STATE OF OKLAHOMA,

December 30, 2004

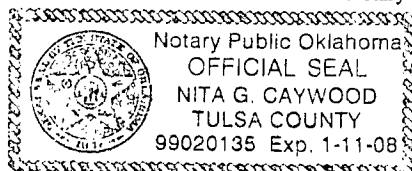
TULSA County ss:

The foregoing instrument was acknowledged before me this December 30, 2004
by E. Scott Pruitt and Margaret E. Pruitt, husband and wife

Witness my hand and seal on this date.
My Commission Expires:

11/11/8

Nita G. Caywood
Notary Public
NITA G. CAYWOOD



PRUITT #2

2002356034

0

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **30th** day of **DECEMBER, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Spiritbank, a corporation** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7712 S. 3RD, BROKEN ARROW, OK 74011

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **Restrictive Covenants and any Amendments there of record in the county clerk's office** (the "Declaration"). The Property is a part of a planned unit development known as

THE LAKES AT INDIAN SPRINGS I

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

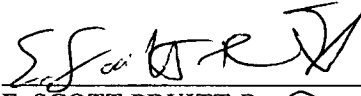
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

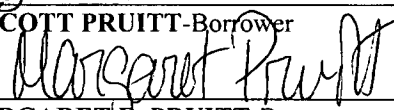
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



E. SCOTT PRUITT-Borrower (Seal)



MARGARET E. PRUITT-Borrower (Seal)

EXHIBIT 8

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS

For Compensated Filers

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2002, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.

F-1R

REV. 5/02

EC OFFICE USE

RECEIVED

MAY 11 2004

ETHICS COMMISSION

POSTED

1. NAME OF FILER: (No nicknames, please)		BIRTH DATE:	
Edward Scott Pruitt		5-9-68	
FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER:			
Mailing address		Work place telephone number	
1437 S. Boulder, Suite 820		918-382-7523	
City	State	Zip	<input type="checkbox"/> Check for address change
Tulsa	OK	74119	
			Number Assigned by Ethics Commission
2. FILING STATUS: <input checked="" type="checkbox"/> YEARLY <input type="checkbox"/> AMENDED		Calendar Year Covered: 2003	
<input type="checkbox"/> FINAL (required within 60 days of end of service)		Date Service Ended:	

<input type="checkbox"/> Chief administrative officer or first deputy	Date of appointment, employment or assumed duties	Title of office		Governmental entity served
<input type="checkbox"/> State employee	Date of employment	Job classification		Governmental entity served
<input checked="" type="checkbox"/> State officer--Ethics Commissioner--Public Member [compensated]	Date appointed, elected or assumed duties of office	Title of office	Term of office	Governmental entity served
	November, 2002	Senator	4 years	Senate
<input type="checkbox"/> Candidate for elective state office	Month/year of General Election or Special General Election	Office sought	Term of office sought	Governmental entity to be served if elected

3. Prior year income from Oklahoma state governmental entity. Give the name, mailing address of the entity, and the type of income exceeding five thousand dollars (\$5,000) in amount or value received from a state governmental entity by the filer or the filer's spouse or dependents:		
Name of governmental entity	Mailing address of entity	Type of income
Oklahoma State Senate	2300 N. Lincoln Blvd., Rm. 529A Oklahoma City, OK 73105	Compensation - salary

4. Prior year income from other sources. Give the name, mailing address, and a description of the principal business activity of a person from whom income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value and the type of income received by the filer.			
Name of person/entity	Mailing address of person/entity	Principal business activity	Type of income
Attorney	1437 S. Boulder, Suite 820		
Self-Employed	Tulsa, OK 74119	Legal	Legal
Oklahoma Redhawks	2 S. Mickey Mantle Dr. Oklahoma City, OK 73104	Baseball	Managing Owner/ Partner

5. Doing business with lobbyist or lobbyist principal. Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received [see manual for exceptions].

6. Honoraria: Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity	Value of honoraria

7. Securities held. Give the name of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

8. Clients represented before regulatory state government agencies. Give the name and address of all clients represented by the filer or the filer's spouse before a regulatory state governmental agency, as listed in Section 3 of Chapter 23 of this title, for compensation exceeding one thousand dollars (\$1,000) in amount or value during the preceding calendar year:

Name of client	Address of client
Oklahoma Redhawks	Oklahoma City, OK

9. Fiduciary relationships. List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship
Officer	Oklahoma Redhawks	Perpetual
Trustee	Sina Family Trust	Perpetual
Board of Directors	Gatesway Foundation	Board Member
Board of Advisors	Mend Crisis Pregnancy Center	Board Member

10. Licenses and permits. List all professional or occupational permits or licenses held by the filer:

O.B.A. No.: 15828

11. Certification. I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

x



5/11/04

EC - ORM 1-1R BACK (REV. 5/07)

File with: Ethics Commission, 2300 N Lincoln Blvd, Rm B5, Oklahoma City, OK 73105-4812
405/521-3451 • FAX 521-4905

RECEIVED

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS

For Compensated Filers

Please type or print clearly in black ink. Please consult Title 74 O.S., Supp. 2002, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.



EC OFFICE USE

MAY 12 10 13 AM '05

E-POSTED

MAY 12 2005

1. NAME OF FILER: (No nicknames, please)		BIRTH DATE:	
Edward Scott Pruitt		5-9-68	
FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER:			
Mailing address		Work place telephone number	
1437 S. Boulder, Suite 820		918-382-7523	
City	State	Zip	<input type="checkbox"/> Check for address change
Tulsa	OK	74119	
2. FILING STATUS: <input checked="" type="checkbox"/> YEARLY <input type="checkbox"/> AMENDED			Calendar Year Covered: 2004
<input type="checkbox"/> FINAL (required within 60 days of end of service)			Date Service Ended:
<input type="checkbox"/> Chief administrative officer or first deputy	Date of appointment, employment or assumed duties	Title of office	
<input type="checkbox"/> State employee	Date of employment	Job classification	
<input checked="" type="checkbox"/> State officer--Ethics Commissioner--Public Member (compensated)	Date appointed, elected or assumed duties of office	Title of office	Term of office
	November, 2002	Senator	4 years
<input type="checkbox"/> Candidate for elective state office	Month/year of General Election or Special General Election	Office sought	Term of office sought
3. Prior year income from Oklahoma state governmental entity. Give the name, mailing address of the entity, and the type of income exceeding five thousand dollars (\$5,000) in amount or value received from a state governmental entity by the filer or the filer's spouse or dependents:			
Name of governmental entity	Mailing address of entity	Type of income	
Oklahoma State Senate	2300 N. Lincoln Blvd., Rm. 529A Oklahoma City, OK 73105	Compensation - salary	
4. Prior year income from other sources. Give the name, mailing address, and a description of the principal business activity of a person from whom income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value and the type of income received by the filer:			
Name of person/entity	Mailing address of person/entity	Principal business activity	Type of income
Attorney	1437 S. Boulder, Suite 820		
Self-Employed	Tulsa, OK 74119	Legal	Legal
	2 S. Mickey Mantle Dr.		
Oklahoma Redhawks	Oklahoma City, OK 73104	Baseball	Managing Owner/ Partner

5. Doing business with lobbyist or lobbyist principal. Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received [see manual for exceptions].

6. Honoraria: Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity	Value of honoraria

7. Securities held. Give the name of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

Merrill Lynch Mutual Funds

8. Clients represented before regulatory state government agencies. Give the name and address of all clients represented by the filer or the filer's spouse before a regulatory state governmental agency, as listed in Section 3 of Chapter 23 of this title, for compensation exceeding one thousand dollars (\$1,000) in amount or value during the preceding calendar year:

Name of client	Address of client
Oklahoma Redhawks	Oklahoma City, OK

9. Fiduciary relationships. List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship
Officer	Oklahoma Redhawks	
Trustee	Sina Family Trust	Perpetual
Board of Advisors	Mand Crisis Pregnancy Center	Board Member

10. Licenses and permits. List all professional or occupational permits or licenses held by the filer:

O.B.A. No.: 15828

11. Certification. I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

x  5/11/05

EC FORM F-17 BACK (REV. 6/02)

File with: Ethics Commission, 2300 N Lincoln Blvd, Rm B5, Oklahoma City, OK 73105-4812
405/521-3451 • FAX 521-4905

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS**For Compensated Filers**

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2004, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.



EC OFFICE USE

1. NAME OF FILER: (No nicknames, please)

BIRTH DATE:

EDWARD SCOTT PRUITT

5-09-68

FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER:

Mailing address

Work place telephone number

2 S. MICKEY MANTLE DR.

405-218-1000

City

State

Zip

☐ Check for address change

OKLAHOMA CITY, OK 73104

Number Assigned by Ethics Commission

106112

2. FILING STATUS:

☒ YEARLY☐ AMENDED

Calendar Year Covered: 2005

☐ FINAL (required within 60 days of end of service)

Date Service Ended:

<input type="checkbox"/> Chief administrative officer or first deputy	Date of appointment, employment or assumed duties	Title of office		Governmental entity served
<input type="checkbox"/> State employee	Date of employment	Job classification		Governmental entity served
<input checked="" type="checkbox"/> State officer--Ethics Commissioner--Public Member (compensated)	Date appointed, elected or assumed duties of office NOVEMBER, 2002	Title of office SENATOR	Term of office 4 YEARS	Governmental entity served SENATE
<input type="checkbox"/> Candidate for elective state office	Month/year of General Election or Special General Election	Office sought	Term of office sought	Governmental entity to be served if elected

3. Prior year income from Oklahoma state governmental entity. Give the name, mailing address of the entity, and the type of gross income exceeding five thousand dollars (\$5,000) in amount or value received from a state governmental entity by the filer or the filer's spouse or dependents:

Name of governmental entity	Mailing address of entity	Type of income
OKLAHOMA STATE SENATE	2300 N. LINCOLN BLVD., RM 529A OKLAHOMA CITY, OK 73105	COMPENSATION - SALARY

4. Prior year income from other sources. Give the name, mailing address, and a description of the principal business activity of a person from whom income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value and the type of income received by the filer (do not deduct losses):

Name of person/entity	Mailing address of person/entity	Principal business activity	Type of income
ATTORNEY OF COUNSEL	1800 S. BALTIMORE, STE. 500 TULSA, OK 74119	LEGAL	LEGAL
OKLAHOMA REDHAWKS	2 S. MICKEY MANTLE DR. OKLAHOMA CITY, OK 73104	BASEBALL	OWNER/MANAGING PARTNER

EC FORM F-1R (REV. 1/05)

CONTINUED ON REVERSE

5. Doing business with lobbyist or lobbyist principal. Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received (see manual for exceptions).

6. Honoraria: Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity	Value of honoraria

7. Securities held. Give the name of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

MERRILL LYNCH MUTUAL FUNDS

8. Clients represented before regulatory state government agencies. Give the name and address of all clients represented by the filer or the filer's spouse before a regulatory state governmental agency, as listed in Section 3 of Chapter 23 of this title, for compensation exceeding one thousand dollars (\$1,000) in amount or value during the preceding calendar year:

Name of client	Address of client
OKLAHOMA REDHAWKS	2 S. MICKEY MANTLE DR., OKLAHOMA CITY, OK 73104

9. Fiduciary relationships. List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship
OFFICER	OKLAHOMA REDHAWKS	

10. Licenses and permits. List all professional or occupational permits or licenses held by the filer:

O.B.A. NO. 1 15828

11. Certification. I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

x

5-15-06

EC FORM F-TH BACK (REV. 1/04)

FILE WITH: Ethics Commission, 2300 N Lincoln Blvd, Rm 809, Oklahoma City, OK 73105-4812
405/821-3451 • FAX 821-4845

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS**For Compensated Filers**

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2004, Ch. 62 App., 297:15-1-1 et seq., and Ethics Manual to complete this statement.

RECEIVED
ETHICS
EC OFFICE USE

2007 APR 16 P 4:09

POSTED

APR 16 2007

1. NAME OF FILER: (No nicknames, please) EDWARD SCOTT FRUITT		BIRTH DATE: 5-09-68
FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER: Mailing address 2 S. MICKEY MANTLE DR.		Work place telephone number 405-218-1000
City OKLAHOMA CITY, OK	State OK	Zip 73104
2. FILING STATUS: <input checked="" type="checkbox"/> YEARLY <input type="checkbox"/> AMENDED		Calendar Year Covered: 2006
<input type="checkbox"/> FINAL (required within 60 days of end of service)		Date Service Ended:

<input type="checkbox"/> Chief administrative officer or first deputy	Date of appointment, employment or assumed duties	Title of office		Governmental entity served
<input type="checkbox"/> State employee	Date of employment	Job classification		Governmental entity served
<input checked="" type="checkbox"/> State officer--Ethics Commissioner--Public Member (compensated)	Date appointed, elected or assumed duties of office NOVEMBER, 2002	Title of office SENATOR	Term of office 4 YEARS	Governmental entity served SENATE
<input type="checkbox"/> Candidate for elective state office	Month/year of General Election or Special General Election	Office sought	Term of office sought	Governmental entity to be served if elected

3. Prior year income from Oklahoma state governmental entity. Give the name, mailing address of the entity, and the type of gross income exceeding five thousand dollars (\$5,000) in amount or value received from a state governmental entity by the filer or the filer's spouse or dependent:		
Name of governmental entity	Mailing address of entity	Type of income
OKLAHOMA STATE SENATE	2300 N. LINCOLN BLVD. RM 529A OKLAHOMA CITY, OK 73105	COMPENSATION - SALARY

4. Prior year income from other sources. Give the name, mailing address, and a description of the principal business activity of a person from whom income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value and the type of income received by the filer (do not deduct losses):			
Name of person/entity	Mailing address of person/entity	Principal business activity	Type of income
ATTORNEY OF COUNSEL	1800 S. BALTIMORE, STE. 500 TULSA, OK 74119	LEGAL	LEGAL
OKLAHOMA REDHAWKS	2 S. MICKEY MANTLE DR. OKLAHOMA CITY, OK 73104	BASEBALL	OWNER/MANAGING PARTNER

EC FORM F-1R (REV. 1/05)

CONTINUED ON REVERSE

6. Doing business with lobbyist or lobbyist principal. Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received (see manual for exceptions).

8. Honoraria: Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium;

Name of entity	Value of honoraria

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MERRILL LYNCH MUTUAL FUNDS

9. Clients represented before regulatory state government agencies. Give the name and address of all clients represented by the filer or the filer's spouse before a regulatory state governmental agency, as listed in Section 3 of Chapter 23 of this title, for compensation exceeding one thousand dollars (\$1,000) in amount or value during the preceding calendar year:

Name of client	Address of client
OKLAHOMA REDHAWKS	2 S. MICKEY MANTLE DR., OKLAHOMA CITY, OK 73104

9. Fiduciary relationships. List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship
OFFICER	OKLAHOMA REDHAWKS	

10. Licenses and permits. List all professional or occupational permits or licenses held by the filer:

O.B.A. NO.: 15828

11. Certification. I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

x



4/16/07

EQ FORM F-1R BACK (REV. 1/05)

File with: Ethics Commission, 2300 N Lincoln Blvd, Rm 115, Oklahoma City, OK 73103-4512
405/521-2451 • FAX 521-4905

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS**For Uncompensated Filers**

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2007, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.

FORM

F-2R

REV. 2/08

EC OFFICE USE

RECEIVED
ETHICS

2008 MAY -9 P 3:27

POSTED

MAY 09 2008

1. **NAME OF FILER:** (No nicknames, please)

Edward Scott Pruitt

BIRTH DATE:

05/09/1968

FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER:

Mailing address

2 S. Mickey Mantle Dr.

Work place telephone number

(405) 218-1000

City

Oklahoma City

State

OK

Zip

73104

☐ Check for address change

Number Assigned by Ethics Commission

2. **FILING STATUS:**☒ YEARLY☐ AMENDED

Calendar Year covered: 2007

☐ FINAL (required within 60 days of end of service)

Date Service Ended:

☐

Public Member

Date appointed, elected
or assumed duties of office

Term of office

Title of office

Governmental entity served

3. **Income from governmental entity.** Give the name and mailing address of the entity and the type of gross income exceeding five thousand dollars (\$5,000) in amount or value received from a governmental entity by the filer or the filer's spouse or dependents:

Name of governmental entity

Mailing address of entity

Type of income

4. **Income from other sources.** List of categories or industries from which gross income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value was received by the filer (do not deduct losses):

Oklahoma RedHawks

2 South Mickey Mantle Dr., OKC, OK 73104

Baseball/Owner/Managing Partner

Attorney

1800 S. Baltimore, Ste 500, Tulsa, OK 74119

Legal

5. **Doing business with lobbyist or lobbyist principal.** Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received [see manual for exceptions]:

6. **Honoraria:** Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity	Value of honoraria

7. **Securities held.** Give the principal business activity of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

Merrill Lynch Mutual Funds

8. **Fiduciary relationships.** List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship
Officer	Oklahoma RedHawks	

9. **Licenses and permits.** List all professional or occupational permits or licenses held by the filer:

O.B.A. No.: 15828

10. **Certification.** I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

X

Scott P. H. 3/9/08

EC FORM F-200 BACK (REV. 2/08)

File with: **Ethics Commission, 2300 N Lincoln Blvd, Rm B5, Oklahoma City, OK 73105-4812**
405/521-3451 | FAX 521-4905

08

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS

For Uncompensated Filers

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2007, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.

FORM

EG OFFICE USE

RECEIVED
ETHICS

F-2R

REV. 2/08

2009 MAY 11 P 3:02

POSTED

MAY 11 2009

1. NAME OF FILER: (No nicknames, please)

BIRTH DATE:

Edward Scott Pruitt

5/9/1968

FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER:

Mailing address

Work place telephone number

2 S. Mickey Mantle Dr.

(405) 218-1000

City

State

Zip

☐ Check for address change

Oklahoma City

OK

73104

Number Assigned by Ethics Commission

2. FILING STATUS:

☒ YEARLY☐ AMENDED

Calendar Year covered: 2008

☐ FINAL (required within 60 days of end of service)

Date Service Ended:

☐ Public MemberDate appointed, elected
or assumed duties of office

Term of office

Title of office

Governmental entity served

3. Income from governmental entity. Give the name and mailing address of the entity and the type of gross income exceeding five thousand dollars (\$5,000) in amount or value received from a governmental entity by the filer or the filer's spouse or dependents:

Name of governmental entity

Mailing address of entity

Type of income

4. Income from other sources. List of categories or industries from which gross income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value was received by the filer (do not deduct losses):

Oklahoma City RedHawks 2 S. Mickey Mantle Dr., OKC, OK 73104 → Baseball/owner
 Attorney 1800 S. Baltimore, Ste 500, Tulsa, OK 74119 → Legal
 Giant Partner 2575 Kelley Pointe Parkway, Ste 330, Edmond, OK 73013 →
 Executive Partner

5. **Doing business with lobbyist or lobbyist principal.** Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received [see manual for exceptions]:

6. **Honoraria:** Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity	Value of honoraria

7. **Securities held.** Give the principal business activity of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

8. **Fiduciary relationships.** List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship

9. **Licenses and permits.** List all professional or occupational permits or licenses held by the filer:

O.B.A. No.: 15828

10. **Certification.** I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

x

Scott R. Smith

5/11/09

EC FORM F-278-BACK (REV. 2/08)

File with: Ethics Commission, 2300 N Lincoln Blvd, Rm B5, Oklahoma City, OK 73105-4812
405/521-3451 | FAX 521-4905

State of Oklahoma

RECEIVED

ETHICS
EC OFFICE USE

STATEMENT OF FINANCIAL INTERESTS

For Compensated Filers

FORM

F-1R

REV. 5/06

2010 JUN 18 A 9:04

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2006, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.

1. NAME OF FILER (No nicknames, please)		BIRTH DATE	
Edward Scott Pruitt		5/9/68	
FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER			
Mailing address		Work place telephone number	
7712 S Third Place		(405) 218-1000	
City	State	Zip	G Check for address change
Broken Arrow	OK	74011	
2. FILING STATUS: <input checked="" type="checkbox"/> YEARLY <input type="checkbox"/> AMENDED <input type="checkbox"/> FINAL (required within 60 days of end of service)			Number Assigned by Ethics Commission
			110263
Calendar Year Covered: 2008 2009			Date Service Ended:

<input type="checkbox"/> Chief administrative officer or first deputy	Date of appointment, employment or assumed duties	Title of office		Governmental entity served
<input type="checkbox"/> State employee	Date of employment	Job classification		Governmental entity served
<input type="checkbox"/> State officer—Ethics Commissioner—Public Member [compensated]	Date appointed, elected or assumed duties of office	Title of office	Term of office	Governmental entity served
<input checked="" type="checkbox"/> Candidate for elective state office	Month/year of General Election or Special General Election	Office sought	Term of office sought	Governmental entity to be served if elected
	Nov. 2010	Attorney General	4 years	Oklahoma

3. Prior year income from Oklahoma state governmental entity. Give the name, mailing address of the entity, and the type of gross income exceeding five thousand dollars (\$5,000) in amount or value received from a state governmental entity by the filer or the filer's spouse or dependent:

Name of governmental entity	Mailing address of entity	Type of income

4. Prior year income from other sources. Give the name, mailing address, and a description of the principal business activity of a person from whom income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value and the type of income received by the filer (do not deduct losses):

Name of person/entity	Mailing address of person/entity	Principal business activity	Type of income
OKC RedHawks	2 S. Hickey Mantle Dr. Oklahoma City, OK 73104	baseball owner	Salary/distributions
Attorney	1800 S. Baltimore, Ste 500 Tulsa, OK 74119	legal	COMMISSIONS
Giant Partners	2575 Kelley Point Parkway Ste 330 Edmond, OK 73013	Exec. Partner	COMMISSIONS

5. **Doing business with lobbyist or lobbyist principal.** Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received [see manual for exceptions].

6. **Honoraria.** Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity

Value of honoraria

FBC Broken Arrow - \$1,000

7. **Securities held.** Give the name of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

Merrill Lynch

8. **Clients represented before regulatory state government agencies.** Give the name and address of all clients represented by the filer or the filer's spouse before a regulatory state governmental agency, as listed in Section 3 of Chapter 23 of this title, for compensation exceeding one thousand dollars (\$1,000) in amount or value during the preceding calendar year:

Name of client

Address of client

9. **Fiduciary relationships.** List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship

Name of entity

Term of fiduciary relationship

10. **Licenses and permits.** List all professional or occupational permits or licenses held by the filer:

O.B.A. 15828

11. **Certification.** I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

X

6/17/2010

EC FORM F-1R BACK (REV. 5/08)

File with: Ethics Commission, 2300 N Lincoln Blvd, Rm B-6, Oklahoma City, OK 73105-4812
405/621-3481 FAX 405/621-4908

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS

For Uncompensated Filers

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2007, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.

POSTED

FORM

F-2R

REV. 2/08

RECEIVED
ETHICS

2010 APR -8 A 7:56

POSTED

APR 08 2010

1. NAME OF FILER (No nicknames, please)

BIRTH DATE

Edward Scott Pruitt

FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER

Mailing address

Work place telephone number

2 S. Mickey Mantle Dr

405-218-1000

City

State

Zip

☐ Check for address change

Oklahoma City

OK

73104

Number assigned by Ethics Commission

110263

2. FILING STATUS:

☒ YEARLY☐ AMENDED

Calendar year covered:

2009

☐ FINAL (required within 60 days of end of service)

Date Service Ended:

<input type="checkbox"/> Public Member	Date appointed, elected or assumed duties of office	Term of office	Title of office	Governmental entity served
--	---	----------------	-----------------	----------------------------

3. Income from governmental entity. Give the name and mailing address of the entity and the type of gross income exceeding five thousand dollars (\$5,000) in amount or value received from a governmental entity by the filer or the filer's spouse or dependents:

Name of governmental entity

Mailing address of entity

Type of income

4. Income from other sources. List of categories or industries from which gross income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value was received by the filer (do not deduct losses):

Oklahoma City RedHawks / 2 S. Mickey Mantle Dr., OKC, 73104 / Baseball owner
 Attorney / 1800 S. Baltimore, Ste 500, Tulsa, 74119 / legal
 Giant Partners / 2575 Kelley Point Pkwy, Ste 330, Edmond, 73013 / Exec Partner

5. Doing business with lobbyist or lobbyist principal. Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received (see manual for exceptions):

6. Honoraria: Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity	Value of honoraria
FBC Broken Arrow - \$1,000	

7. Securities held. Give the principal business activity of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

Merrill Lynch

8. Fiduciary relationships. List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship

9. License and permits. List all professional or occupational permits or licenses held by the filer:

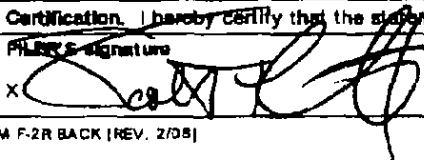
O.B.A. No. = 15828

10. Certification. I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

Filer's signature

Date

X

 4/6/2010

EC FORM F-2R BACK (REV. 2/05)

File with: Ethics Commission, 2300 N Lincoln Blvd, Rm 05, Oklahoma City, OK 73105-4812
405/521-3451 | FAX 521-4906

7-21-10

Sold treas. Pat Gates
that there are no
longer req'd to be filed.
JLS

State of Oklahoma

STATEMENT OF FINANCIAL INTERESTS

For Compensated Filers

Please type or print clearly in black ink. Please consult Title 74 O.S. Supp. 2006, Ch. 62 App., 257:15-1-1 et seq., and Ethics Manual to complete this statement.

FORM

F-1R

REV. 6/08

RECEIVED
ETHICS2011 MAY 16 P 6:07
POSTED

MAY 17 2011

1. NAME OF FILER: (No nicknames, please) <u>Edward Scott Pruitt</u>		BIRTH DATE: <u>5/9/68</u>
FILER'S COMPLETE MAILING ADDRESS AND WORK PLACE TELEPHONE NUMBER: Mailing address: <u>7712 S. Third Place</u> (405) 218-1000 City: <u>Broken Arrow</u> State: <u>OK</u> Zip: <u>74011</u> <input type="checkbox"/> Check for address change		
		Number Assigned by Ethics Commission

2. FILING STATUS: <input checked="" type="checkbox"/> YEARLY <input type="checkbox"/> AMENDED	Calendar Year Covered: <u>2010</u>
<input checked="" type="checkbox"/> FINAL (required within 60 days of end of service)	Date Service Ended:

<input type="checkbox"/> Chief administrative officer or first deputy	Date of appointment, employment or assumed duties	Title of office	Governmental entity served
<input type="checkbox"/> State employee	Date of employment	Job classification	Governmental entity served
<input checked="" type="checkbox"/> State officer—Ethics Commissioner—Public Member (compensated)	Date appointed, elected or assumed duties of office <u>1-10-11</u>	Title of office <u>Attorney General</u>	Term of office <u>4 years</u> Governmental entity served <u>Oklahoma Attorney General's Office</u>
<input type="checkbox"/> Candidate for elective state office	Month/year of General Election or Special General Election	Office sought	Term of office sought Governmental entity to be served if elected

3. Prior year income from Oklahoma state governmental entity. Give the name, mailing address of the entity, and the type of gross income exceeding five thousand dollars (\$5,000) in amount or value received from a state governmental entity by the filer or the filer's spouse or dependents:

Name of governmental entity	Mailing address of entity	Type of income

4. Prior year income from other sources. Give the name, mailing address, and a description of the principal business activity of a person from whom income in cash or in-kind exceeding five thousand dollars (\$5,000) in amount or value and the type of income received by the filer (do not deduct losses):

Name of person/entity	Mailing address of person/entity	Principal business activity	Type of income
<u>OKC Athletic Club, Ltd. Partnership</u>	<u>2 S. Mickey Mantle Dr. OKC, OK 73104</u>	<u>Sports Entertainment</u>	<u>Salary/Distributions</u>

EC FORM F-1R (REV. 6/08)

CONTINUED ON REVERSE

6. **Doing business with lobbyist or lobbyist principal.** Give the name of any registered lobbyist or lobbyist principal with whom the filer has engaged in business from which income exceeding five thousand dollars (\$5,000) in amount or value was received [see manual for exceptions].

6. **Honoraria:** Give the name of any entity from which an honorarium or honoraria, valued at more than two hundred dollars (\$200) over and above actual expenses paid to the filer, was received and the value of any such honorarium:

Name of entity	Value of honoraria

7. **Securities held.** Give the name of every business or entity in which the filer held securities valued at five thousand dollars (\$5,000) or more during the reporting period; provided, however, mutual funds and similar securities need be identified only by the type of investments made by the mutual fund or similar security:

LPL Financial (mutual funds purchasing stocks, bond and/or cash equivalents)

8. **Clients represented before regulatory state government agencies.** Give the name and address of all clients represented by the filer or the filer's spouse before a regulatory state governmental agency, as listed in Section 3 of Chapter 23 of this title, for compensation exceeding one thousand dollars (\$1,000) in amount or value during the preceding calendar year:

Name of client	Address of client

9. **Fiduciary relationships.** List every officership, directorship, trusteeship, or other fiduciary relationship held in an entity doing business with a governmental entity with which the filer is associated during the disclosure period and the term of such officership, directorship, trusteeship, or other fiduciary relationship:

Fiduciary relationship	Name of entity	Term of fiduciary relationship

10. **Licenses and permits.** List all professional or occupational permits or licenses held by the filer:

OBA 15828

11. **Certification.** I hereby certify that the statements contained herein are true and correct to the best of my knowledge.

FILER'S signature

Date

x

5-16-11

HC FORM F-1R BACK (REV. 5/06)

File with: Ethics Commission, 2300 N Lincoln Blvd, Rm B-5, Oklahoma City, OK 73105-4812
405/521-3451 FAX 405/521-4905

EXHIBIT 9

[« Back to search results](#)

Oklahoma Details

Document

Instrument	Date Recorded	RecDate2	Document Type	BookType	Book	Page
200402135449400	02/23/2004		UC1			

[View Image](#)[View Full Screen Image](#)

Remarks1	Remarks2	Pages	Amount	Legacy	QueueStatus	ImageStatus
		1	\$0.00	2004002043116	Y	Y

Collateral

Collateral	Collatera Description
Collateral	BIGCOLLATERAL
BigCollateral	KENNETH WAGNER PLEDGES AND HEREBY ASSIGNS ALL OF HIS INTEREST IN AND TO THE REVENUE OF THE OKLAHOMA CITY ATHLETIC CLUB LLC, INCLUDING THOSE FROM OPERATION OF THE OKLAHOMA REDHAWKS, INCLUDING BUT NOT LIMITED TO PARKING, ADVERTISING, CONCESSIONS, AND GATE ADMISSIONS.

Entity

Name	Role	Designation	Corp	Seq	Address1	Address2	City	State	Zip
WAGNER, KENNETH E	Grantor		N	1	333 E 29TH STREET	333 E 29TH STREET	TULSA	OK	74114
SP RITBANK	Grantee		N	1	1800 S BALTIMORE	1800 S BALTIMORE	TULSA	OK	74119

Referenced By

Referenced by #	Doc Ref Book Type	Doc Ref Book	Doc Ref Page
20100903020894910			
200902215920800			

EXHIBIT 10

[« Back to search results](#)

Oklahoma Details

Document

Instrument	Date Recorded	RecDate2	Document Type	BookType	Book	Page
200402135449100	02/23/2004		UC1			

[View Image](#)[View Full Screen Image](#)

Remarks1	Remarks2	Pages	Amount	Legacy	QueueStatus	ImageStatus
		1	\$0.00	2004002042822	Y	Y

Collateral

Collateral	Collatera Description
------------	-----------------------

Collateral BIGCOLLATERAL

BigCollateral ROBERT A. FUNK PLEDGES AND HEREBY ASSIGNS ALL OF HIS INTEREST IN AND TO THE REVENUE OF THE OKLAHOMA CITY ATHLETIC CLUB, LLC., INCLUDING THOSE FROM OPERATION OF THE OKLAHOMA REDHAWKS, INCLUDING BUT NOT LIMITED TO PARKING, ADVERTISING, CONCESSIONS AND GATE ADMISSIONS.

Entity

Name	Role	Designation	Corp	Seq	Address1	Address2	City	State	Zip
FUNK, ROBERT A	Grantor		N	1	506 PIEDMONT ROAD NORTH	506 PIEDMONT ROAD NORTH	PIEDMONT	OK	73078
SP RITBANK	Grantee		N	1	1800 S BALTIMORE	1800 S BALTIMORE	TULSA	OK	74119

Referenced By

Referenced by #	Doc Ref Book Type	Doc Ref Book	Doc Ref Page
20100903020894830			
200902215920300			

EXHIBIT 11

[« Back to search results](#)

Oklahoma Details

Document

Instrument	Date Recorded	RecDate2	Document Type	BookType	Book	Page
200402135449600	02/23/2004		UC1			

[View Image](#)[View Full Screen Image](#)

Remarks1	Remarks2	Pages	Amount	Legacy	QueueStatus	ImageStatus
		1	\$0.00	2004002043318	Y	Y

Collateral

Collateral	Collatera Description
------------	-----------------------

Collateral BIGCOLLATERAL

BigCollateral A. OKLAHOMA CITY ATHLETIC CLUB, NC. HEREBY ASSIGNS ALL RIGHTS IN AND TO THE LEASE OF THE BALLPARK (KNOWN AS THE BRICKTOWN BALLPARK) AND ANCILLARY FACILITIES THERETO, ALL REVENUES AND PROCEEDS DUE TO THE OKLAHOMA CITY ATHLETIC CLUB LIMITED PARTNERSHIP FROM OKLAHOMA CITY CONCESSION SERVICES LIMITED PARTNERSHIP AND THE OKLAHOMA CITY ATHLETIC CLUB, NC., INCLUDING BUT NOT LIMITED TO ANY PROCEEDS FROM THE SALE OF ANY INTEREST IN THOSE ENTITIES OR ANY OTHER SALE IN THE ORDINARY COURSE OF BUSINESS, NOW OWNED OR HEREFTER ACQUIRED. C. ANY SECURITY INTEREST IN CONTRACT RIGHTS OR INTANGIBLES IS SUBJECT TO RULE 54 OF MAJOR LEAGUE BASEBALL AND THE PACIFIC COAST LEAGUE'S CONSTITUTION AND BYLAWS AS SET FORTH IN THIS SECURITY AGREEMENT.

Entity

Name	Role	Designation	Corp	Seq	Address1	Address2	City	State	Zip
OKLAHOMA CITY ATHLETIC CLUB INC	Grantor		N	1	2 S MICKEY MANTLE DRIVE	2 S MICKEY MANTLE DRIVE	OKLAHOMA CITY	OK	73104
SP RITBANK	Grantee		N	1	1800 S BALTIMORE	1800 S BALTIMORE	TULSA	OK	74119

Referenced By

Referenced by #	Doc Ref	Book Type	Doc Ref	Book	Doc Ref	Page
20100903020895210						
200902215920700						

EXHIBIT 12

[« Back to search results](#)

Oklahoma Details

Document

Instrument	Date Recorded	RecDate2	Document Type	BookType	Book	Page
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200402135449500	02/23/2004		UC1			
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[View Image](#)[View Full Screen Image](#)

Remarks1	Remarks2	Pages	Amount	Legacy	QueueStatus	ImageStatus
		1	\$0.00	2004002043217	Y	Y

Collateral

Collateral	Collatera Description
------------	-----------------------

Collateral	BIGCOLLATERAL
------------	---------------

BigCollateral	A. THE OKLAHOMA CITY ATHLETIC CLUB LIMITED PARTNERSHIP HEREBY ASSIGNS ALL RIGHTS IN AND TO THE LEASE OF THE BALLPARK (KNOWN AS THE BRICKTOWN BALLPARK) AND ANCHOR FACILITIES THERETO, ALL REVENUES AND PROCEEDS DUE TO THE OKLAHOMA CITY ATHLETIC CLUB LIMITED PARTNERSHIP FROM OKLAHOMA CITY CONCESSION SERVICES LIMITED PARTNERSHIP AND THE OKLAHOMA CITY ATHLETIC CLUB, INC., INCLUDING BUT NOT LIMITED TO ANY PROCEEDS FROM THE SALE OF ANY INTERESTS IN THOSE ENTITIES OR ANY OTHER SALE IN THE ORDINARY COURSE OF BUSINESS, NOW OWNED OR HEREAFTER ACQUIRED. C. ANY SECURITY INTEREST IN CONTRACT RIGHTS OR INTANGIBLES IS SUBJECT TO RULE 54 OF MAJOR LEAGUE BASEBALL AND THE PACIFIC COAST LEAGUE'S CONSTITUTION AND BYLAWS AS SET FORTH IN THIS SECURITY AGREEMENT.
---------------	--

Entity

Name	Role	Designation	Corp	Seq	Address1	Address2	City	State	Zip
OKLAHOMA CITY ATHLETIC CLUB LIMITED PARTNERSHIP	Grantor		N	1	2 S MICKEY MANTLE DRIVE	2 S MICKEY MANTLE DRIVE	OKLAHOMA CITY	OK	73104
SP RITBANK	Grantee		N	1	1800 S BALTIMORE	1800 S BALTIMORE	TULSA	OK	74119

Referenced By

Referenced by #	Doc Ref Book Type	Doc Ref Book	Doc Ref Page
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200502151007900			
-----------------	--	--	--

200902215918500			
-----------------	--	--	--

20100903020895260			
-------------------	--	--	--

EXHIBIT 13

Oklahoma County UCC Central Filing Office
320 Robert S. Kerr, Suite 107 Oklahoma City, OK 73102
Telephone: 1-405-713-1521 Fax: 1-405-713-1810

Electronically Filed: 1/30/2009 9:54:02 AM

Transaction #: 10978754

EUC - Continuation Filing

Control Number:

Oklahoma County Number:

sosack@uccdirect.com@41563

E2009000893738 1/30/2009 9:54:02 AM

Original Filing Number:

2004002043217 (2004)

Debtor (1)

Debtor Name:

Contact Name:

OKLAHOMA CITY ATHLETIC CLUB
LIMITED PARTNERSHIP

Type of Organization:

Jurisdiction of Organization:

Organizational ID:

Mailing Address:

City:

State:

Zip Code:

Country:

2 S MICKEY
MANTLE DRIVE

OKLAHOMA
CITY

OK

73104

Secured Party (1)

Company Name:

Contact Name:

SPIRITBANK

Mailing Address:

City:

State:

Zip Code:

Country:

1800 S
BALTIMORE

SUITE 700

TULSA

OK

74119

Description of Collateral:

CONTINUE AS FILED.

EXHIBIT 14

Oklahoma County UCC Central Filing Office
320 Robert S. Kerr, Suite 107 Oklahoma City, OK 73102
Telephone: 1-405-713-1521 Fax: 1-405-713-1810

Electronically Filed: 1/30/2009 9:57:27 AM

Transaction #: 10978773

EUC - Continuation Filing

Control Number:

Oklahoma County Number:

sosack@uccdirect.com@34550

E2009000896034 1/30/2009 9:57:27 AM

Original Filing Number:

2004002043116 (2004)

Debtor (1)

Debtor Name:

Contact Name:

WAGNER, KENNETH E

Type of Organization:

Jurisdiction of Organization:

Organizational ID:

Mailing Address:

City:

State:

Zip Code:

Country:

333 E 29TH
STREET

TULSA

OK

74114

Secured Party (1)

Company Name:

Contact Name:

SPIRITBANK

Mailing Address:

City:

State:

Zip Code:

Country:

1800 S
BALTIMORE

SUITE 700

TULSA

OK

74119

Description of Collateral:

CONTINUE AS FILED.

EXHIBIT 15

Oklahoma County UCC Central Filing Office
320 Robert S. Kerr, Suite 107 Oklahoma City, OK 73102
Telephone: 1-405-713-1521 Fax: 1-405-713-1810

Electronically Filed: 1/30/2009 9:56:28 AM

Transaction #: 10978768

EUC - Continuation Filing

Control Number:

Oklahoma County Number:

sosack@uccdirect.com@87904

E2009000895538 1/30/2009 9:56:28 AM

Original Filing Number:

2004002042822 (2004)

Debtor (1)

Debtor Name:

Contact Name:

FUNK, ROBERT A

Type of Organization:

Jurisdiction of Organization:

Organizational ID:

Mailing Address:

City:

State:

Zip Code:

Country:

506 PIEDMONT
ROAD NORTH

PIEDMONT

OK

73078

Secured Party (1)

Company Name:

Contact Name:

SPIRITBANK

Mailing Address:

City:

State:

Zip Code:

Country:

1800 S
BALTIMORE

SUITE 700

TULSA

OK

74119

Description of Collateral:

CONTINUE AS FILED.

EXHIBIT 16

Oklahoma County UCC Central Filing Office
320 Robert S. Kerr, Suite 107 Oklahoma City, OK 73102
Telephone: 1-405-713-1521 Fax: 1-405-713-1810

Electronically Filed: 1/30/2009 9:57:17 AM

Transaction #: 10978772

EUC - Continuation Filing

Control Number:

Oklahoma County Number:

sosack@uccdirect.com@46182

E2009000895942 1/30/2009 9:57:17 AM

Original Filing Number:

2004002043318 (2004)

Debtor (1)

Debtor Name:

Contact Name:

OKLAHOMA CITY ATHLETIC CLUB
INC

Type of Organization:

Jurisdiction of Organization:

Organizational ID:

Mailing Address:

City:

State:

Zip Code:

Country:

2 S MICKEY
MANTLE DRIVE

OKLAHOMA
CITY

OK

73104

Secured Party (1)

Company Name:

Contact Name:

SPIRITBANK

Mailing Address:

City:

State:

Zip Code:

Country:

1800 S
BALTIMORE

SUITE 700

TULSA

OK

74119

Description of Collateral:

CONTINUE AS FILED.

EXHIBIT 17

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20100903020894830

09/03/2010 03:55:07 PM

Book: Page:0

PageCount:1 Filing

Fee:\$10.00 Doc.

Tax:\$0.00

State of Oklahoma

County of Oklahoma

Oklahoma County Clerk

Carolynn Caudill

A. NAME & PHONE OF CONTACT AT FILER [optional]

KFINUCANE
918-295-7224

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

200402135449100 \ Legacy # 2004002042822

1b. This FINANCING STATEMENT AMENDMENT is

☐ to be filled [for record] (or recorded) in the
REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of party.

☐ **DELETE** name: Give record name to be deleted in term 6a or 6b.

☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g(if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

6b. INDIVIDUAL'S LAST NAME
FUNK

FIRST NAME
ROBERT A

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe Collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

BIGCOLLATERAL

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S LAST NAME
SPIRITBANK

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

International Association of Commercial Administrators

(IACA)

FILING OFFICE COPY-UCC FINANCING STATEMENT AMENDMENT(FORM UCC3) (REV. 05/22/02)

EXHIBIT 18

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20100903020895210
09/03/2010 04:25:37 PM
Book: Page:0
PageCount:1 Filing
Fee:\$10.00 Doc.
Tax:\$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

A. NAME & PHONE OF CONTACT AT FILER [optional]
KFINUCANE
918-295-7224

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200402135449600 \ Legacy # 2004002043318		1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filled [for record] (or recorded) in the REAL ESTATE RECORDS.	
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION):		This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes.	
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7			
<input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of party.		<input type="checkbox"/> DELETE name: Give record name to be deleted in term 6a or 6b.	
		<input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g(if applicable).	
6. CURRENT RECORD INFORMATION			
6a. ORGANIZATION'S NAME OKLAHOMA CITY ATHLETIC CLUB INC			
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe Collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME SPIRITBANK			
9b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT 19

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
KFINUCANE
918-295-7224

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)



20100903020895260
09/03/2010 04:42:27 PM
Book: Page:0
PageCount:1 Filing
Fee:\$10.00 Doc.
Tax:\$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

200402135449500 \ Legacy # 2004002043217

1b. This FINANCING STATEMENT AMENDMENT is
☐ to be filled [for record] (or recorded) in the
REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

☐ **CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of party.

☐ **DELETE** name: Give record name to be deleted in term 6a or 6b.

☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g(if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
THE OKLAHOMA CITY ATHLETIC CLUB LIMITED PARTNERSHIP

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe Collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
SPIRITBANK

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

International Association of Commercial Administrators

EXHIBIT 20

UCC FINANCING STATEMENT AMENDMENT



20100903020894910
09/03/2010 03:58:35 PM
Book: Page:0
PageCount:1 Filing
Fee:\$10.00 Doc.
Tax:\$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
KFINUCANE
918-295-7224

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200402135449400 \ Legacy # 2004002043116

1b. This FINANCING STATEMENT AMENDMENT is
☐ to be filled [for record] (or recorded) in the
REAL ESTATE RECORDS.

2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7
☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of party. ☐ DELETE name: Give record name to be deleted in term 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g(if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

6b. INDIVIDUAL'S LAST NAME
WAGNER, KENNETH E

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any
☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box
Describe Collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned
BIGCOLLATERAL

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S LAST NAME
SPIRITBANK

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT 21

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

_____)	
In the Matter of)	
)	
ALBERT C. KELLY, individually, and as an)	
institution-affiliated party of)	ORDER TO PAY
)	
SPIRITBANK)	FDIC-15-0180k
TULSA, OKLAHOMA)	
)	
(INSURED STATE NONMEMBER BANK))	
)	
_____)	

ALBERT C. KELLY ("Respondent") and a representative of the Legal Division of the Federal Deposit Insurance Corporation ("FDIC") executed a STIPULATION AND CONSENT TO THE ISSUANCE OF AN ORDER TO PAY ("CONSENT AGREEMENT") dated May 9, 2017, whereby Respondent, solely for the purpose of this proceeding and without admitting or denying any violation of law for which a civil money penalty may be assessed, consented and agreed to pay a civil money penalty in the amount specified below to the Treasury of the United States.

After taking into account the CONSENT AGREEMENT, the appropriateness of the penalty with respect to the financial resources and good faith of Respondent, the gravity of the violation by Respondent, the lack of history of previous violations by Respondent, and such other matters as justice may require, the FDIC accepts the CONSENT AGREEMENT and issues the following:

ORDER TO PAY

IT IS HEREBY ORDERED, that by reason of the violation, unsafe or unsound practices and/or breaches set forth in paragraph 2 of the CONSENT AGREEMENT, a penalty of \$125,000 each be, and hereby is, assessed against ALBERT C. KELLY. The Respondent shall pay the civil money penalty to the Treasury of the United States.

IT IS FURTHER ORDERED that the Respondent is prohibited from seeking or accepting indemnification from any insured depository institution for the civil money penalty assessed and paid in this matter.

This Order to Pay shall be effective upon issuance.

Pursuant to delegated authority.

Dated this 27th day of July, 2017.

/s /
James C. Watkins
Senior Deputy Director
Division of Risk Management Supervision

EXHIBIT 22

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

In the Matter of)

ALBERT C. KELLY, individually, and as an)
institution-affiliated party of)

SPIRITBANK)
TULSA, OKLAHOMA)

(INSURED STATE NONMEMBER BANK))
_____)

ORDER OF PROHIBITION FROM
FURTHER PARTICIPATION

FDIC-15-0179e

ALBERT C. KELLY ("Respondent") has been advised of the right to receive a NOTICE OF INTENTION TO PROHIBIT FROM FURTHER PARTICIPATION ("NOTICE") issued by the Federal Deposit Insurance Corporation ("FDIC") detailing the violation of law or regulation, for which an ORDER OF PROHIBITION FROM FURTHER PARTICIPATION ("ORDER") may issue, and has been further advised of the right to a hearing on the alleged charges under section 8(e) of the Federal Deposit Insurance Act ("Act"), 12 U.S.C. § 1818(e), and the FDIC's Rules of Practice and Procedure, 12 C.F.R. Part 308. Having waived those rights, the Respondent entered into a STIPULATION AND CONSENT TO THE ISSUANCE OF AN ORDER OF PROHIBITION FROM FURTHER PARTICIPATION ("CONSENT AGREEMENT") with a representative of the Legal Division of the FDIC, whereby solely for the purpose of this proceeding and without admitting or denying the violation, Respondent consented to the issuance of an ORDER by the FDIC.

The FDIC considered the matter and determined it had reason to believe that:

- (a) The Respondent has engaged or participated in a violation of law or regulation, unsafe or unsound practice, and/or breach of fiduciary duty as an institution-

affiliated party of SpiritBank, Tulsa, Oklahoma ("Bank"),

- (b) By reason of such violation, practice or breach, the Bank has suffered financial loss or other damage; and
- (c) Such violation, practice or breach involved Respondent's willful or continuing disregard for the safety or soundness of the Bank.

The FDIC further determined that such violation demonstrated Respondent's unfitness to serve as a director, officer, person participating in the conduct of the affairs or as an institution-affiliated party of the Bank, any other insured depository institution, or any other agency or organization enumerated in section 8(e)(7)(A) of the Act, 12 U.S.C. § 1818(e)(7)(A).

The FDIC, therefore, accepts the CONSENT AGREEMENT and issues the following:

ORDER OF PROHIBITION
FROM FURTHER PARTICIPATION

1. ALBERT C. KELLY, without the prior written approval of the FDIC and the appropriate Federal financial institutions regulatory agency, as that term is defined in section 8(e)(7)(D) of the Act, 12 U.S.C. § 1818(e)(7)(D), is prohibited from:

- (a) participating in any manner in the conduct of the affairs of any financial institution or organization enumerated in section 8(e)(7)(A) of the Act, 12 U.S.C. § 1818(e)(7)(A);
- (b) soliciting, procuring, transferring, attempting to transfer, voting, or attempting to vote any proxy, consent or authorization with respect to any voting rights in any financial institution enumerated in section 8(e)(7)(A) of the Act, 12 U.S.C. § 1818(e)(7)(A);
- (c) violating any voting agreement previously approved by the appropriate Federal banking agency; or

(d) voting for a director, or serving or acting as an institution-affiliated party.

2. This ORDER will become effective upon its issuance by the FDIC. The provisions of this ORDER will remain effective and enforceable except to the extent that, and until such time as, any provision of this ORDER shall have been modified, terminated, suspended, or set aside by the FDIC.

Pursuant to delegated authority.

Dated this 27th day of July, 2017.

/s/
James C. Watkins
Senior Deputy Director
Division of Risk Management Supervision