

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

IN RE:

JIMMY SISSOM

DEBTOR(S)

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§  
§

CASE NO. 06-31917-H4-7

CHAPTER 7

**TRUSTEE'S AMENDED OBJECTION TO HOMESTEAD AND PERSONAL  
PROPERTY EXEMPTIONS  
UNDER 11 U.S.C. § 522(O) AND THE TEXAS PROPERTY CODE  
(Relating to Docket No. 76)**

Pursuant to Bankruptcy Local Rule 9013:

**THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 20 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT HEARING.**

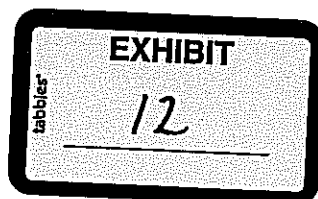
**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

TO THE HONORABLE UNITED STATES BANKRUPTCY COURT:

COMES NOW Ronald J. Sommers, the trustee in the above-referenced bankruptcy case, ("Trustee") and files this Trustee's Amended Objection to Homestead and Personal Property Exemptions Under 11 U.S.C. § 522(o) and the Texas Property Code ("Trustee's Amended Objection") and would show this Court the following:

**I. Overview of Facts**

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1. There are two homes at issue: the home located at 106 Eight Oaks Drive, Bastrop, Texas 78602 (“Bastrop County Home”), which the Debtor now claims as his homestead (after several amendments to his Schedules), and the home located at 4315 Waterlily Court, Missouri City, Texas 77459 (“Missouri City Home”), which the Debtor and his wife sold. Originally, the Debtor claimed that he had no homestead and owned no real property in his sworn Schedules. Three and a half months later, the Debtor claimed that he owned a homestead, the Bastrop County Home, and sought to exempt that homestead. The Debtor and/or his wife, Susan P. Sissom (“Mrs. Sissom” or “Susan Sissom”) purchased the Bastrop County Home approximately twelve (12) days before the Debtor filed for Bankruptcy.<sup>1</sup> After the Trustee’s discovery of the Bastrop County Home, the Debtor claimed that he and Mrs. Sissom had used the proceeds from the Missouri City Home<sup>2</sup> to purchase the Bastrop County Home. The Debtor produced a bank statement purportedly demonstrating his wife’s receipt of the proceeds from the Missouri City Home on April 24, 2006. Two months later, the Debtor’s wife, Mrs. Sissom, produced copies of the checks that were used to purchase the Bastrop County Home. The checks are dated April 18, 2006 and April 19, 2006. The Debtor did not use the proceeds from the Missouri City Home to purchase the Bastrop County Home. The Debtor funneled non-exempt funds into his homestead with the intent to hinder, delay, or defraud a creditor. The Trustee is entitled to recover, under 11 U.S.C. § 522(o), the amount of at least \$61,540.99 from the Debtor and/or Mrs. Sissom.

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<sup>1</sup> The Warranty Deed with Vendor’s Lien for the Bastrop County Home bears two dates, April 18, 2006 and April 24, 2006. The Settlement Statement for the Bastrop County Home is dated April 21, 2006.

<sup>2</sup> The Warranty Deed with Vendor’s Lien for the Missouri City Home bears two dates April 12, 2006 and April 23, 2005.

## **II. Jurisdiction and Venue**

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157.
3. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (B), and (E).
4. Venue is proper under 28 U.S.C. § 1409.

## **III. Factual Background**

5. On May 3, 2006, the Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code (“Bankruptcy”). Ronald J. Sommers was subsequently appointed Chapter 7 Trustee and continues to act in such capacity.

6. Susan Sissom did not file a voluntary petition under any chapter of the Bankruptcy Code. No involuntary case has been commenced under any chapter of the Bankruptcy Code against Mrs. Sissom.

7. The Debtor and Mrs. Sissom were married on October 28, 1994. A true and correct copy of a printout from the Harris County Marriage License Inquiry System is attached hereto as **Exhibit A** and incorporated herein by reference. Moreover, Susan Sissom testified in her deposition on October 27, 2006 that she and the Debtor were married. Upon information and belief, the Debtor and Mrs. Sissom have been married at all times relevant to the Trustee’s Amended Objection.

### **A. The Evolution of the Homestead**

#### **1. Original Schedules and SOFA – The Debtor Does Not Own a Home**

8. The Debtor filed his original schedules on May 3, 2006 (“Original Schedules”) and his original sworn statement of financial affairs on May 3, 2006 (“Original SOFA”). [Docket No. 1] It is noteworthy, as stated above, that the Debtor swore under penalty of perjury that he did not own any real property as of the petition date, May 3, 2006. This sworn statement was false.

9. In his Original SOFA, the Debtor disclosed that he sold his homestead located at

4315 Waterlily Court, Missouri City, Texas 77459 (previously defined as the “Missouri City Home”) to an unrelated third party in April 2006. The Debtor accounted for the proceeds from the sale of the Missouri City Home as follows:

- a. paid off all liens and taxes – cleared \$65,000.00;
- b. funds used for living expenses and to purchase two automobiles (1997 BMW and 2002 Suburban); and
- c. \$10,000 remaining on date of filing.

[Docket No. 1, SOFA ¶ 10]

10. The Debtor sought to exempt the \$10,000 designated as “[r]emaining proceeds from sale of homestead,” the 1997 BMW, and the 2002 Suburban. [Docket No. 1, Schedule C, p. 1, 3]

11. At the first meeting of creditors on May 24, 2006 at 10:30 a.m. (“First Meeting of Creditors”), the Debtor appeared and testified under oath. A true and correct copy of the transcript of the First Meeting of Creditors is attached hereto as **Exhibit B** and incorporated herein by reference. The meeting was not concluded in May and was reset several times thereafter. The Debtor testified, *inter alia*, that:

- a. he had listed on his Original Schedules all of his wife’s assets and all of his assets [Exhibit B, p. 4];
- b. his wife did not have any separate property [Exhibit B, p. 4];
- c. he sold his Missouri City Home and used a portion of the proceeds to purchase a Suburban and a '97 BMW (the Debtor’s counsel provided the information regarding the BMW) [Exhibit B, p. 17-18]; and
- d. he provided an itemization of the disposition of the proceeds from the sale of the Missouri City Home [Exhibit B, p. 34].

All of these statements, with the possible exception of the use of some of the proceeds to buy a Suburban are false.

12. At or prior to the First Meeting of Creditors, the Debtor provided a document to the Trustee entitled "Expenses." The Debtor listed various expenses paid with the proceeds from the sale of the Missouri City Home including:

- a. Susan Vehicle (\$20,000);
- b. Jimmy Vehicle (\$15,000);
- c. living expenses for April through June (\$22,500);
- d. house repairs (\$5,000);
- e. homeowners (\$585), health (\$858), and auto (\$1,100) insurance;
- f. eye surgery (\$4,900) and tonsils (\$2,800); and
- g. April house payment (\$2,155).

A true and correct copy of the document entitled "Expenses," is attached hereto as **Exhibit C** and is incorporated herein by reference.

**2. August 29<sup>th</sup> Amendments – The Debtor has a Home**

13. On August 29, 2006, the Debtor filed a complete set of amended schedules and statement of financial affairs ("August 29<sup>th</sup> Amendments"). [Docket No. 40]

14. The August 29<sup>th</sup> Amendments disclose<sup>3</sup> a homestead located at 106 Eight Oak Drive, Bastrop, Texas 78602. The homestead is listed as community property with a value of \$369,383.64. [Docket No. 40; Schedule A] The Schedules assert that America's Wholesale Lender owns a claim, secured by the homestead, in the amount of \$302,240.00. [Docket No. 40; Schedules A and D] The Debtor sought to exempt his homestead under state law, specifically, Art. 16 §§ 50, 51 and Texas Property Code §§ 41.001 and 41.002. [Docket No. 40; Schedule C] The Debtor testified likewise in

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<sup>3</sup> The Trustee had already discovered the Bastrop County Home titled in the name of Susan Sissom by this point in time.

the amendments to his schedules A, B, C, D and F and statement of financial affairs, filed on September 8, 2006 (“September 8th Amendments”). [Docket Nos. 49 and 50]

15. In his August 29<sup>th</sup> Amendments, the Debtor also claimed that he owned a 1997 BMW 540 Demo valued at \$0 and a 2002 Chevy Suburban valued at \$20,000, which the Debtor sought to exempt. [Docket No. 40; Schedules B and C]

16. On August 24, 2006, the Debtor produced a Settlement Statement, which reflects that Susan P. Sissom purchased a home, in her name alone, on April 21, 2006. The Settlement Statement also states that:

- a. the home is located at 106 Eight Oaks Drive, Bastrop, Texas 78602;
- b. the Settlement Agent is Independence Title Company; and
- c. an advance was made by Susan P. Sissom in the amount of \$61,540.99.

A true and correct copy of the Settlement Statement is attached hereto as **Exhibit D** and is incorporated herein by reference.

17. The Trustee questioned the Debtor regarding these revelations at the reset of the meeting of creditors held on August 30, 2006 at 9:30 a.m. The Debtor testified, *inter alia*, that he and Mrs. Sissom sold their Missouri City Home and used “all of the proceeds” from the sale of the home, approximately \$75,000, to make a downpayment on the Bastrop County Home in the amount of approximately \$67,000 and to pay taxes on the Missouri City Home. The Debtor further testified that he did not own the 1997 BMW. The Debtor testified that he had written a draft on the 1997 BMW, but had not paid for it. The vehicle was returned or sold to an undisclosed individual.

**3. November 8<sup>th</sup> Amendments – The Value of the Homestead Decreases by \$67K**

18. On November 8, 2006, the Debtor filed amendments to his schedules A, B, C, and D (“November 8<sup>th</sup> Amendments”). [Docket No. 76] The November 8<sup>th</sup> Amendments reveal, *inter alia*,

a homestead valued at only \$302,240.00 and subject to a secured claim of only \$241,792.00.<sup>4</sup> The Debtor continued to testify that the homestead is community property and exempt property under Art. 16 §§ 50, 51 and Texas Property Code §§ 41.001 and 41.002. [Docket No. 76; Schedules A, C, and D]

#### **4. The Trustee's Understanding of the Homesteads**

19. Susan Sissom and/or the Debtor purchased a home, in the name of "Susan P. Sissom" only, on or about April 21, 2006, approximately 12 days before the Debtor filed for Bankruptcy. The home is community property and is located at 106 Eight Oaks Drive, Bastrop, Texas 78602. The Settlement Agent is Independence Title Company. Susan Sissom made a downpayment on the homestead in the amount of \$61,540.99. [Exhibit D]

20. On or about April 23, 2006, the Debtor and Mrs. Sissom sold their home at 4315 Waterlily Court, Missouri City, Texas 77459 to Jose A. Perez and Sondra S. Perez. A true and correct copy of the Warranty Deed with Vendor's Lien is attached hereto as **Exhibit E** and is incorporated herein by reference.

#### **B. The Evolution of the Account**

##### **1. Original Schedules and SOFAs and August 17, 2006 Amendments – The Account is Community Property and Contains Homestead Proceeds**

21. In his Original Schedule B and his August 17, 2006 Amendments, the Debtor listed a checking account at Chase Bank and numbered 637889346. The Debtor stated that the Account was in his "[w]ife's name only," but that the Account was nonetheless community property. At the time of the filing of the Bankruptcy, the Account allegedly<sup>5</sup> contained the amount of \$10,000.00, which

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<sup>4</sup> These figures are consistent with the Settlement Statement.

<sup>5</sup> The Trustee uses the term "allegedly" because the Debtor's sworn testimony is less than reliable.

represented the remaining proceeds from the sale of the Missouri City Home. [Docket No. 1, Schedule B:2; Docket No. 24, Schedule B:2]

**2. August 29<sup>th</sup> Amendments – The Account is Unknown Property and Does Not Contain Homestead Proceeds**

22. In his August 29<sup>th</sup> Amendments (defined above), the Debtor modified his previous statements, under oath, regarding the Account. The Debtor disclosed a Chase Bank account in the name of Susan Sissom and containing \$5,227.95. The Debtor did not state whether he, Mrs. Sissom, or both owned the Account. [Docket No. 40; Schedule B:2]

23. On August 24, 2006, the Debtor produced the Account statement for the period of April 6, 2006 through May 3, 2006. A true and correct copy of the Account statement for the period of April 6, 2006 through May 3, 2006 is attached hereto as **Exhibit F** and is incorporated herein by reference. The Account statement reflects the following transactions:

- a. a deposit of \$50,000 on April 13, 2006;
- b. a withdrawal of \$50,000 on April 18, 2006;
- c. a deposit of \$75,426.78 on April 24, 2006; and
- d. a withdrawal of \$70,426.78 on April 26, 2006.

A handwritten note on the statement describes the deposit of \$75,426.78 on April 24, 2006 as “funds from sale of homestead.” The deposit of \$75,426.78 on April 24, 2006 is further described as:

Fed Wire Credit Via: U.S. Bank National Association/091000022 B/O: Edward Jones Sending Funds Forford TX 77477 Ref: Chase Nyc/Ctr/Bbk=Susan P Sissom Missouri City, TX 77459/Ac-000000006378 Bnf=Susan P Sissom/Ac-637889346 Rfb=060424025350 Obi=092410913imad: 0424J1Q5040C002736 Trn: 0712713114Ff

[Exhibit F]

24. On August 24, 2006, the Debtor also produced a spreadsheet to the Trustee purporting to detail the payments made from the Account (“Account Spreadsheet”) including:



- a. a house down payment in the amount of \$67,143.64;
- b. a payoff of an Escalade in the amount of \$12,500;
- c. a payoff of a 2002 Suburban Z71 in the amount of \$20,000;
- d. taxes in the total amount of \$7,377.77;
- e. eye surgery in the amount of \$4,200;
- f. Ryan's tonsils in the amount of \$2,000;
- g. cash to Kristine Garbo in the amount of \$15,000;
- h. cash receipts totaling \$5,460.52; and
- i. house repairs totaling \$7,500.

A true and correct copy of the Account Spreadsheet is attached hereto as **Exhibit G** and is incorporated herein by reference.

25. The Debtor also produced a second spreadsheet, on August 24, 2006, providing what appears to be an overview of the transactions pertaining to the Account ("Second Account Spreadsheet"). A true and correct copy of the Second Account Spreadsheet is attached hereto as **Exhibit H** and is incorporated herein by reference.

26. On August 30, 2006, at the continued meeting of creditors held pursuant to 11 U.S.C. § 341, the Debtor testified that Mrs. Sissom's bank account had been in existence for 10 years. The Debtor also testified that he and Mrs. Sissom had been married for 9 years.

**3. September 8<sup>th</sup> and November 8<sup>th</sup> Amendments – The Account is Susan Sissom's Property and Contained \$105,227.95**

27. In his September 8<sup>th</sup> and November 8<sup>th</sup> Amendments, the Debtor listed the following monies in the Account, which the Debtor stated was Mrs. Sissom's property:

- a. a cashier's check in the amount of \$50,000, which was made into three different cashier's checks on May 18, 2006 (post-petition): one \$20,000 check and two \$15,000

checks (one of the \$15,000 checks was reissued on May 25, 2006);

- b. a cashier's check in the amount of \$50,000, which Susan Sissom deposited into the Account on April 13, 2006; and
- c. the sum of \$5,227.95.

[Docket No. 50, Schedule B:1, B:2; Docket No. 76, Schedule B:1, B:2] The cashier's checks are described in further detail below.

#### **4. The Deposition of Mrs. Sissom**

28. On October 27, 2006, counsel for the Trustee deposed Mrs. Sissom and sought to obtain information regarding the purchase of the Bastrop County Home and the sale of the Missouri City Home. Mrs. Sissom's testimony, however, was less than helpful in clarifying the homestead transactions. Mrs. Sissom was unable to definitively identify the closing date of the Bastrop County Home, the closing date of the Missouri City Home, or the source of the funds used to purchase the Bastrop County Home. A true and correct copy of excerpts from Mrs. Sissom's deposition transcript are attached hereto as **Exhibit I**.<sup>6</sup>

#### **5. The Checks Produced by Mrs. Sissom**

29. On or about November 2, 2006, six days after her deposition, Mrs. Sissom produced to the Trustee documents regarding the sale and purchase of the homesteads. Among the documents produced by Mrs. Sissom were:

- a. A Chase bank check dated April 18, 2006 from Susan Sissom to Independence Title in the amount of \$50,000.00; and
- b. A Chase bank check dated April 19, 2006 from Susan Sissom to Independence Title Company in the amount of \$11,540.99.

A true and correct copy of the documents produced by Susan Sissom, including the checks payable

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<sup>6</sup> Mrs. Sissom has not signed or approved the transcript of her deposition, from which these excerpts were taken.

to Independence Title, is attached hereto as **Exhibit J** and is incorporated herein by reference.

30. It is noteworthy that April 18, 2006 and April 19, 2006, are prior in time to the date on which proceeds were received from the sale of the Missouri City Home – April 24, 2006.

**6. The Trustee's Understanding of the Account**

31. The Account is community property. On August 30, 2006, at the continued meeting of creditors held pursuant to 11 U.S.C. § 341, the Debtor testified that Mrs. Sissom's bank account had been in existence for 10 years. The Debtor and Mrs. Sissom have been married for 12 years. [Exhibit A]

32. On April 13, 2006, \$50,000 was deposited into the Account. [Exhibit F]

33. On April 18, 2006, Susan Sissom withdrew \$50,000.00 from the Account at JPMorgan Chase Bank, N.A. [Exhibit F] On April 18, 2006, Susan Sissom and/or the Debtor caused a Chase bank check to be issued from Susan Sissom to Independence Title in the amount of \$50,000.00. [Exhibit J]

34. On April 19, 2006, Susan Sissom withdrew \$2,540.99 from the Account at JPMorgan Chase Bank, N.A. [Exhibit F] On April 19, 2006, Susan Sissom and/or the Debtor caused a Chase bank check to be issued from Susan Sissom to Independence Title Company in the amount of \$11,540.99. [Exhibit J]

35. Susan Sissom and/or the Debtor used the check payable to Independence Title dated April 18, 2006 in the amount of \$50,000.00 and the check payable to Independence Title Company dated April 19, 2006 in the amount of \$11,540.99 to purchase the Bastrop County Home. The Bastrop County Home was purchased on or about April 21, 2006 and is community property.

36. On April 24, 2006, the sum of \$75,426.78 was deposited into the Account. This sum represents the proceeds from the sale of the prior home owned by the Debtor and Mrs. Sissom at

4315 Waterlily Court, Missouri City, Texas 77459. [Exhibit H]

**B. The Evolution of the Non-Exempt Funds Used to Purchase the Homestead**

**1. The Debtor's Original Schedules and SOFA – The Debtor Receives Cashier's Checks in His Name**

37. In his Original Schedule B, the Debtor disclosed stock in F & S Ventures, Inc. ("F & S") valued at \$900,000. [Docket No. 1; Schedule B] In his Original SOFA the Debtor testified that he pledged his stock in F & S to Crown Financial, LLC ("Crown Financial") as collateral for a \$250,000 loan. [Docket No. 1; SOFA ¶ 10]

38. At the First Meeting of Creditors, the Debtor appeared and testified under oath. The meeting was not concluded and was reset several times thereafter. The Debtor testified, *inter alia*, that:

- a. he either pledged his stock in F & S or sold his stock in F & S with an option to repurchase and received \$250,000, and after fees, received the net sum of \$225,000 or \$222,000;
- b. on the same day that he pledged or sold his stock in F & S, he took the \$225,000 or \$222,000 to Sterling Bank and converted the sum into four different cashier's checks ("Cashier's Checks");
- c. the Cashier's Checks were all in his name;
- d. he used the Cashier's Checks to pay off his debt; and
- e. he provided an itemization of the disposition of the Cashier's Checks.

[Exhibit B; p. 20-24]

39. At or prior to the First Meeting of Creditors, the Debtor provided a document to the Trustee entitled "Itemization of Crown Fi[n]ancial Loan: \$250,000." The Debtor listed various expenses paid with the proceeds from the sale of his stock in F & S including:

- a. \$15,000 to Kristine Garbo as "repay for expenses the family owed from 2005"
- b. house repairs (\$7,500);

- c. miscellaneous family expenses (\$10,000);
- d. expenses for January through March (\$21,000);
- e. various credit card payments;
- f. auto (\$995.02) and health (\$834) insurance; and
- g. taxes (totaling \$4,936.40).

A true and correct copy of the document entitled "Itemization of Crown Fi[n]ancial Loan: \$250,000," is attached hereto as **Exhibit K** and is incorporated herein by reference.

40. The Debtor also provided documents pertaining to the sale of his stock in F & S to the Trustee. As set forth in these documents, on January 31, 2006, the Debtor entered into an agreement with Crown Financial wherein Crown Financial would purchase the Debtor's shares of stock in F & S for \$250,000. The Debtor had an option to repurchase the stock in F & S. A true and correct copy of a letter dated January 31, 2006 from Richard D. Tribe to Jimmy Sissom is attached hereto as **Exhibit L** and is incorporated herein by reference.

## **2. August 29<sup>th</sup> Amendments – The Cashier’s Checks are Payable to Mrs. Sissom**

41. On August 24, 2006, the Debtor produced additional spreadsheets describing the disposition of the proceeds from the sale of his F & S stock. A copy of the document entitled “Itemization of Crown Fi[n]ancial Loan: \$250,000” and dated August 19, 2006 is attached hereto as **Exhibit M** and is incorporated herein by reference. Also included in **Exhibit M** is a copy of a spreadsheet entitled “Itemization of Crown Financial Loan.”

42. The Trustee questioned the Debtor regarding the Cashier’s Checks at the reset of the meeting of creditors held on August 30, 2006 at 9:30 a.m. The Debtor testified, *inter alia*, that:

- a. he broke up the cashier’s check from Sterling Bank in the amount of approximately \$189,000 into four cashier’s checks in the amounts of \$50,000, \$50,000, \$50,000, and \$39,000;
- b. all four cashier’s checks were payable to Susan Sissom;
- c. he deposited two cashier’s checks in the total amount of \$100,000 into Dealer’s Management Group, Inc., a company in which the Debtor had an ownership interest (“DMG”);
- d. he gave one cashier’s check in the amount of \$50,000 to Susan Sissom on April 13, 2006, this amount was withdrawn on April 18, 2006 and used to pay bills and repair the “house”<sup>7</sup>; and
- e. he believed he deposited the cashier’s check in the amount of \$39,000 into DMG.

## **3. The Debtor Invokes his Fifth Amendment Right Against Self-Incrimination**

43. On or about September 6, 2006, Royal Oaks Bank, a party in interest, obtained business records from Sterling Bank related to the Debtor’s disposition of the proceeds of the sale of his stock in F & S. A true and correct copy of the records produced by Sterling Bank is attached hereto as **Exhibit N** and incorporated herein by reference.

44. At the Bankruptcy Rule 2004 Examination on September 7, 2006, Counsel for Royal

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<sup>7</sup> It is unclear to which “house” the Debtor is making reference.

Oaks Bank attempted to question the Debtor regarding the records produced by Sterling Bank. The Debtor invoked his Fifth Amendment privilege against self-incrimination.

**4. September 8<sup>th</sup> and November 8<sup>th</sup> Amendments – Mrs. Sissom Deposits a \$50,000 Cashier’s Check into the Account on April 13, 2006**

45. In his September 8<sup>th</sup> Amendments, the Debtor listed as property that he owned on the petition date, *inter alia*, the following assets:

- a. a cashier’s check in the amount of \$50,000, which was made into three different cashier’s checks on May 18, 2006 (post-petition): one \$20,000 check and two \$15,000 checks (one of the \$15,000 checks was reissued on May 25, 2006); and
- b. a cashier’s check in the amount of \$50,000, which Susan Sissom deposited into the Account on April 13, 2006.

[Docket No. 50, Schedule B:1, B:2] The Debtor testified likewise in his November 8<sup>th</sup> Amendments.

[Docket No. 76, Schedule B:1, B:2]

46. The Debtor attached an exhibit to his September 8<sup>th</sup> Amendments entitled “Explanation on the Funds Received from Crown Financial on Sale of My ½ Interest in F & S Ventures, Inc.” The Debtor testified:

- a. on February 13, 2006, he received two cashier’s checks in the amounts of \$189,740 and \$35,360 from Crown Financial for the sale of his ½ interest in F & S Ventures, Inc.;
- b. he deposited the cashier’s check in the amount of \$35,360 into the account of DMG;
- c. he received four cashier’s checks totaling \$189,740 and in the following amounts: check no. 1261[0]86 (\$50,000), check no. 1261087 (\$50,000), check no. 12[6]1088 (\$50,000), and check no. 1261089 (\$39,740); and
- d. the Debtor’s wife deposited check no. 12[6]1087 (\$50,000) into the Account on April 13, 2006.

[Docket No. 49]

**5. The Trustee's Understanding of the Non-Exempt Assets Used to Purchase the Bastrop County Home**

47. On February 13, 2006, Crown Financial remitted two cashier's checks totaling \$225,100. Cashier's check no. 1264970 was payable to Jimmy Sissom in the amount of \$189,740. Cashier's check no. 1264971 was payable to DMG in the amount of \$35,360. [Exhibit N]

48. On February 13, 2006, the Debtor split cashier's check no. 1264970, payable to Jimmy Sissom in the amount of \$189,740, into the following four cashier's checks payable to his wife, Susan Sissom:

- a. Cashier's check no. 1261086, in the amount of \$50,000;
- b. Cashier's check no. 1261087, in the amount of \$50,000;
- c. Cashier's check no. 1261088, in the amount of \$50,000; and
- d. Cashier's check no. 1261089, in the amount of \$39,740.

[Exhibit N]

49. On or about April 13, 2006, Susan Sissom deposited cashier's check no. 1261087 (in the amount of \$50,000) in the Account. [Exhibit N]

50. On April 18, 2006, Susan Sissom withdrew \$50,000.00 from the Account and used this sum to obtain a Chase bank check from Susan Sissom to Independence Title in the amount of \$50,000.00. [Exhibits F, J]

51. Upon information and belief, on or about April 19, 2006, Susan Sissom and/or the Debtor used non-exempt cash, including monies withdrawn from the Account, to obtain a Chase bank check from Susan Sissom to Independence Title Company in the amount of \$11,540.99. [Exhibits F, J]

52. Debtor and/or Mrs. Sissom used the check payable to Independence Title dated April



18, 2006 in the amount of \$50,000.00 and the check payable to Independence Title Company dated April 19, 2006 in the amount of \$11,540.99 to purchase the Bastrop County Home. [Exhibits D, J]

53. The Bastrop County Home was purchased on or about April 21, 2006 and is community property. [Exhibits D, J]

#### **IV. Objection to Homestead Exemption**

54. The foregoing paragraphs are incorporated herein by reference as if set forth in their entirety.

55. The Debtor and/or Mrs. Sissom did not use exempt homestead proceeds to purchase the Bastrop County Home. Debtor and/or Mrs. Sissom used the check payable to Independence Title dated April 18, 2006 in the amount of \$50,000.00 and the check payable to Independence Title Company dated April 19, 2006 in the amount of \$11,540.99 to purchase the Bastrop County Home. The Bastrop County Home was purchased on or about April 21, 2006. The proceeds from the Missouri City Home were not deposited into Susan Sissom's Bank Account until April 24, 2006. Accordingly, the Debtor and/or Mrs. Sissom could not have used the proceeds from the Missouri City Home to purchase the Bastrop County Home. Instead, the Debtor and/or Mrs. Sissom used non-exempt funds, in the amount of \$61,540.99 and consisting, in part, of the proceeds from the Debtor's sale of his non-exempt F & S stock, to purchase the Bastrop County Home.

56. Pursuant to 11 U.S.C. § 522 (o), the Debtor is not entitled to exempt \$61,540.99 of the value of his homestead ("Non-Exempt Homestead Interest"). The Debtor and/or Mrs. Sissom did not use exempt homestead proceeds to purchase the Bastrop County Home. Instead, the Debtor and/or Mrs. Sissom used \$50,000 from the sale of the Debtor's interest in F & S and other non-exempt funds, in the total amount of \$61,540.99, to purchase the Bastrop County Home. The Bastrop County Home was purchased approximately 12 days before the Debtor filed for Bankruptcy.

The Debtor invested the non-exempt funds into an exempt homestead with the intent to hinder, delay, or defraud a creditor. The Debtor and/or Mrs. Sissom purchased the Bastrop County Home on the eve of Bankruptcy and in the name of only Susan Sissom. The Debtor did not disclose the Bastrop County Home to the Trustee until three and a half months after the Debtor filed for bankruptcy. The Bastrop County Home was not scheduled by the Debtor until his third version of Schedules, the August 29<sup>th</sup> Amendments. The Debtor did not provide to the Trustee the checks used to purchase the Bastrop County Home. The Debtor did not provide to the Trustee the cashier's checks demonstrating the disposition of the proceeds of the F & S stock. The Debtor funneled non-exempt assets into the Bastrop County Home. The Debtor is attempting to thwart his creditors rather than making an honest attempt to repay them.

57. The Non-Exempt Homestead Interest is property of the Estate, pursuant to 11 U.S.C. § 541(a)(1) and (2). The Debtor had a legal or equitable interest in the Non-Exempt Homestead Interest as of the commencement of the Bankruptcy. The Non-Exempt Homestead Interest was acquired by the Debtor and/or Mrs. Sissom during marriage and is not separate property. The Debtor and/or Mrs. Sissom had an interest in the Non-Exempt Homestead Interest as of the commencement of the Bankruptcy. The Non-Exempt Homestead Interest is under the sole, equal, or joint management and control of the Debtor.

#### **V. Objection to Personal Property Exemptions**

58. The foregoing paragraphs are incorporated herein by reference as if set forth in their entirety.

59. In the months preceding the filing of the Bankruptcy, Mr. Sissom and/or Mrs. Sissom used Mr. Sissom's Chase credit card to purchase item(s) from:

- a. Fry's on April 15, 2006 in the amount of \$4,073.53;

- b. Best Buy on April 23, 2006 in the amount of \$1,731.98;
- c. Target on April 26, 2006 in the aggregate amount of \$1,090.43; and from
- d. Furniturebuzz.com on March 20, 2006 in the amount of \$1,266.00.

Copies of the Chase credit card statements are attached hereto as **Exhibit O**.

60. The Trustee endeavored to obtain information regarding these purchases at the meeting of creditors held on September 13, 2003 and thereafter. The Trustee was unsuccessful and was forced to file an Emergency Motion to Have Jimmy Sissom Show Cause Why He Should Not Be Held in Contempt of Court. [Bankruptcy Docket No. 56] The Court ordered the Debtor to provide a description in affidavit form with any documents attached thereto showing exactly and specifically what was purchased at Fry's on April 15, 2006, Best Buy on April 23, 2006, Target on April 26, 2006, and Furniturebuzz.com on March 20, 2006. [Bankruptcy Docket No. 64]

61. The Debtor provided an affidavit, a true and correct copy of which is attached hereto as **Exhibit P**. The affidavit states that, to the best of the Debtor's knowledge, the following items were purchased on the following dates:

- a. Fry's on April 15, 2006: 52" Mitsubishi television with television stand and extended warranty and a smaller television;
- b. Best Buy on April 23, 2006: Bose surround sound stereo system;
- c. Target on April 26, 2006: groceries, office supplies, clothing, television stand, pillows; and
- d. Furniturebuzz.com on March 20, 2006: bunk bed bedroom set.

62. The Debtor produced a credit card statement to the Trustee on October 23, 2006, which reflects a purchase on March 28, 2006 in the amount of \$3,227 at Hal Martin's. A true and correct copy of the relevant portion of this credit card statement is attached hereto as **Exhibit Q**. The Trustee asked for an explanation of this purchase from the Debtor at the meeting of creditors on

October 24, 2006. The Debtor provided an affidavit, a true and correct copy of which is attached hereto as **Exhibit R**, wherein the Debtor testified as follows:

I purchased a watch from Hal Martin's on or about March 28, 2006 for \$3,227.00 and used my HSBC credit card to pay for the purchase. I gave the watch to James Culwell, a business associate, as part of a car purchasing transaction. The barter was part of an ordinary business transaction.

63. The Trustee hereby objects to any exemption of the 52" Mitsubishi television with television stand and extended warranty and a smaller television, Bose surround sound stereo system, bunk bed bedroom set, and watch purchased from Hal Martin's ("Consumer Goods") pursuant to Section 42.004 of the Texas Property Code. The Consumer Goods were purchased with nonexempt funds just prior to filing this Bankruptcy case. The Trustee is informed and believes that the Consumer Goods were purchased in an effort to accumulate exempt assets and dissipate nonexempt assets prior to the Bankruptcy filing in an effort to hinder, delay or defraud the Debtor's creditors and/or the Trustee. Accordingly, the Consumer Goods (or the sale proceeds thereof) are not exempt assets and the Trustee should be allowed to administer the Consumer Goods for the benefit of the creditors of the Debtor's estate.

64. The Consumer Goods are property of the Estate, pursuant to 11 U.S.C. § 541(a)(1) and (2). The Debtor had a legal or equitable interest in the Consumer Goods as of the commencement of the Bankruptcy. The Consumer Goods were acquired by the Debtor and/or Mrs. Sissom during marriage and are not separate property. The Debtor and/or Mrs. Sissom had an interest in the Consumer Goods as of the commencement of the Bankruptcy. The Consumer Goods are under the sole, equal, or joint management and control of the Debtor.

WHEREFORE, the Trustee prays that the Court disallow the Debtor's exemption of the Non-Exempt Homestead Interest and the Consumer Goods, order the Debtor and/or Mrs. Sissom to turn

over to the Trustee the Non-Exempt Homestead Interest and the Consumer Goods, or the value thereof, and grant such other relief as may be proper and just.

Respectfully submitted,

By: /s/ Original signed by Jennifer L. Haluptzok  
Jennifer L. Haluptzok  
Texas Bar No. 24053058  
Attorney in Charge  
Susan J. Brandt  
Texas Bar No. 02883200  
Gretchen Gauer McCord  
Texas Bar No. 00798203  
2800 Post Oak Blvd., 61st Floor  
Houston, TX 77056  
(713) 960.0303 - Phone  
(713) 892.4800-Fax  
ATTORNEYS FOR RONALD J. SOMMERS,  
TRUSTEE

OF COUNSEL:

NATHAN SOMMERS JACOBS  
A Professional Corporation  
2800 Post Oak Blvd., 61st Floor  
Houston, TX 77056  
(713) 960.0303-Phone  
(713) 892-4800-Fax

**CERTIFICATE OF SERVICE**

This is to certify that the foregoing Trustee's Amended Objection to Homestead and Personal Property Exemptions Under 11 U.S.C. § 522(o) and the Texas Property Code **(w/out Exhibits)** was served on the parties listed in the attached service list by first class U.S. Mail, postage prepaid, on the 16<sup>th</sup> day of November, 2006.

This is to certify that the foregoing Trustee's Amended Objection to Homestead and Personal Property Exemptions Under 11 U.S.C. § 522(o) and the Texas Property Code **and the Exhibits thereto** were served on the parties listed below by first class U.S. Mail, postage prepaid, on the 16<sup>th</sup> day of November, 2006.

Jimmy Sissom  
c/o J. Craig Cowgill  
Attorney at Law  
2211 Norfolk, Suite 1190  
Houston, Texas 77098

Hector Duran  
Office of the U.S. Trustee  
515 Rusk Street, Suite 3516  
Houston, Texas 77002

Susan Sissom  
c/o H. Gray Burks IV  
Three Bali Park  
9601 Katy Freeway, Suite 450  
Houston, TX 77024

/s/ Jennifer L. Haluptzok  
Jennifer L. Haluptzok

**Service List**

**Debtor**

Jimmy Sissom  
4314 Waterlily Court  
Missouri City, TX 77459

Jimmy Sissom  
106 Eight Oaks Drive  
Bastrop, Texas 78602

Jimmy Sissom  
1911 Trixie Lane  
Houston, Texas 77042

**Debtor's Attorney**

J. Craig Cowgill  
Attorney at Law  
2211 Norfolk, Suite 1190  
Houston, TX 77098

**US Trustee**

Office of the US Trustee  
515 Rusk Ave, Ste 3516  
Houston, TX 77002

**Creditors**

Chase Bank USA, NA

Royal Oaks Bank  
c/o Storey & Denum, P.C.  
11757 Katy Freeway, Suite 1010  
Houston, TX 77079

Advanta  
P.O. Box 30715  
Salt Lake City, UT 84130

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130

Chase  
P.O. Box 15298  
Wilmington, DE 19850

CitiBusiness  
P.O. Box 44230  
Jacksonville, FL 32231

Crown Financial  
16420 Park Ten Place  
Houston, TX 77084

Discover  
P.O. Box 15192  
Wilmington, DE 19850

000023

HSBC  
P.O. Box 80026  
Salinas, CA 93912

Hess Visa  
P.O. Box 15299  
Wilmington, DE 19850

John Spence  
21 St. Christopher  
Sugarland, TX 77479

Mastercard HSBC  
P.O. Box 80026  
Salinas, CA 93912

Royal Oaks Bank  
12000 Westheimer  
Houston, TX 77042

**Parties Requesting Notice**

Craig Randall Denum  
Storey & Denum  
11757 Katy Freeway, Ste 1010  
Houston, TX 77079

HSBC Bank Nevada NA/HSBC Card  
Services III  
by eCast Settlement Corporation  
as its agent  
PO Box 95480  
Newark, NJ 07193-5480

Advanta Bank Corp.  
c/o Becket and Lee LLP  
PO Box 3001  
Malvern, PA 19355-0701

T. Michael Neville, Esq.  
T. Michael Neville & Associates, P.C.  
2040 North Loop West, Suite 102  
Houston, TX 77018-4715

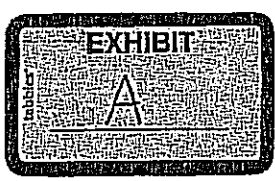
Hector Duran  
U.S. Trustee's Office  
515 Rusk, Suite 3516  
Houston, TX 77002

000024



Office of Beverly R. Kaufman, County Clerk, Harris County, Texas  
Marriage License Inquiry System

LICENSE NUMBER	NAME / ADDRESS	S. R. X. C.	NAME / ADDRESS	S. R. X. C. AG.	F. DATE OF ISSUE	DATE OF MARRIAGE	FILM CODE
C0035102	SISSOM JIMMY WAYNE WASSAU BAY TX INSSTR TOM PAGE III	M	SHIMAITTS SUSAN PATRICIA WASSAU BAY TX INSSTR MINISTER	F	10-28-1994	11-05-1994	490200179
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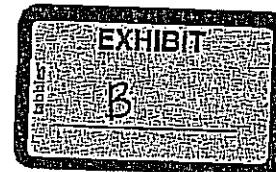
TRANSCRIPTION OF CD  
341 CREDITORS' MEETING  
HELD MAY 24, 2006

BANKRUPTCY CASE NO. 06-31917-H4-7; JIMMY SISSOM,  
DEBTOR; IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE SOUTHERN DISTRICT OF TEXAS - HOUSTON DIVISION

\*\*\*\*\*

PREPARED BY:  
Carrie Maggard, Certified Shorthand Reporter

NOTE: Please note that this transcription  
may have slight inaccuracies due to  
the quality of the audio and the  
interpretation of the transcriptionist.



1 BARBARA: Do you have a copy of those  
2 Sterling Bank account checks?

3 RON: Do you understand my question? How  
4 do I figure out who you paid 225,000 to? You  
5 don't have an account at Sterling.

6 JIMMY SISSOM: I just --

7 RON: (Inaudible) you got cashier's  
8 checks.

9 JIMMY SISSOM: Because that's where they  
10 were bought.

11 RON: But how am I going to know who got  
12 the cashier's checks?

13 BARBARA: Do you have any records where  
14 you can provide us with that information?

15 RON: Okay. That's imperative.

16 JIMMY SISSOM: Okay.

17 RON: Okay? I'm demanding.

18 JIMMY SISSOM: Okay.

19 RON: Not a problem.

20 JIMMY SISSOM: Okay.

21 RON: Okay?

22 JIMMY SISSOM: That's not a problem.

23 RON: Okay. It's 10:30, we're going to go  
24 on the record. Okay. Why don't you go outside  
25 and call all these other cases (inaudible)?

1           SPEAKER: Anyone here for the 10:30 docket  
2 can come up. 10:30?

3           RON: Okay. Let's get to it. The first  
4 case for 10:30 is Jimmy Sissom.

5           Mr. Sissom, raise your right hand. Do you  
6 swear to tell the truth, the whole truth and  
7 nothing but the truth? State your name.

8           JIMMY SISSOM: Jimmy Glenn Sissom.

9           RON: Are you single or married?

10          JIMMY SISSOM: Married.

11          RON: All right. Your wife is not filing  
12 bankruptcy; correct?

13          JIMMY SISSOM: No, sir.

14          RON: Did you review your schedules before  
15 you signed them?

16          JIMMY SISSOM: Yes, sir.

17          RON: Did you sign your schedules?

18          JIMMY SISSOM: Yes, sir.

19          RON: Did you review (inaudible)?

20          BARBARA: Yeah, that was the initial stuff  
21 for the 342 notice that I gave you initially  
22 and you signed it and I signed it, the first  
23 time you came to my office.

24          JIMMY SISSOM: Okay, yes.

25          RON: Have you ever filed bankruptcy

1 before?

2 JIMMY SISSOM: No, sir.

3 RON: Have you listed on your schedules  
4 all of your wife's assets and all of your  
5 assets?

6 JIMMY SISSOM: Yes, sir.

7 RON: Your wife does not have any separate  
8 property at this time?

9 JIMMY SISSOM: No, sir.

10 RON: What is your occupation today?

11 JIMMY SISSOM: Still buying some wholesale  
12 cars. That's what I'm planning on starting  
13 doing here again shortly.

14 RON: What is your wife's occupation?

15 JIMMY SISSOM: She's just a mother.

16 RON: Okay. You received a \$250,000 loan  
17 from a company called Crown Financial and it  
18 says in your schedules on statement of  
19 financial affairs number ten on January 31st,  
20 2006 you placed the stock in a company called  
21 F&S Venture, Inc. Do you own any percent of  
22 that stock?

23 JIMMY SISSOM: No, sir. I own 50 percent.

24 RON: Who owns the other 50 percent?

25 JIMMY SISSOM: That would be John Parker

1 and Chris -- or John Spence and Chris Parker.

2 RON: Okay. And you pledged your  
3 50 percent interest in the F&S Venture to Crown  
4 Financial; is that correct?

5 JIMMY SISSOM: That's correct.

6 RON: And what was the purpose of that?

7 JIMMY SISSOM: At the time it was to get a  
8 refinance from the bank and refinance it.

9 RON: And the name of the other co-owners  
10 of the stock are John --

11 JIMMY SISSOM: John Spence.

12 RON: And Chris --

13 JIMMY SISSOM: Parker.

14 RON: Are these friends of yours?

15 JIMMY SISSOM: I've known John for three  
16 or four years and Chris I met when we went  
17 through school about a year and a half ago.

18 RON: And what is that this F&S Venture,  
19 Inc. own?

20 JIMMY SISSOM: A storage facility in Katy,  
21 Texas.

22 RON: And how much did F&S Venture, Inc.  
23 pay for that facility?

24 JIMMY SISSOM: Initially, it was I believe  
25 \$767,000.

1 RON: Okay. When did it purchase it?

2 JIMMY SISSOM: March of 2002, I believe.

3 RON: Okay. And is there a bid on that  
4 property?

5 JIMMY SISSOM: Yes, there is.

6 RON: Who holds the rent?

7 JIMMY SISSOM: Royal Oaks Bank.

8 RON: How much are they owed on that?

9 JIMMY SISSOM: I believe right at 1.1  
10 million.

11 RON: If that particular facility, the  
12 Katy storage facility was sold in the next  
13 three months, six months, how much, in your  
14 opinion, would have been as received from the  
15 sale?

16 JIMMY SISSOM: Net or total gross?

17 RON: Gross.

18 JIMMY SISSOM: Probably between two and  
19 2.5 million.

20 RON: Is the indebtedness with Royal Oaks  
21 Bank current on the F&S note?

22 JIMMY SISSOM: As far as I know it is,  
23 yes, sir.

24 RON: Who keeps the books on F&S?

25 JIMMY SISSOM: John Spence does.

1           RON: And what is -- do you know his  
2 contact information or is that something you  
3 could provide to me by Friday?

4           JIMMY SISSOM: Yes, sir, that's no  
5 problem.

6           RON: And I'll need the contact  
7 information for Mr. Spence. I also need the  
8 contact information on Mr. Parker. Who is the  
9 CPA for F&S?

10          JIMMY SISSOM: It was Bernice Bensky  
11 (phonetic) last year.

12          RON: And this year?

13          JIMMY SISSOM: This year I'm not sure who  
14 they ended up getting.

15          RON: If you'll find out who the CPA is.  
16 The F&S Venture, Inc., is that a C corporation.

17          JIMMY SISSOM: It's a C corp.

18          RON: And do you have copies of the '04  
19 and '05 tax returns?

20          JIMMY SISSOM: They're at John Spence's,  
21 yes, sir.

22          RON: I'd like to have copies of those,  
23 please. Do you have a balance sheet and a P&L  
24 statement for F&S --

25          JIMMY SISSOM: Yes, sir.



1           RON: -- current?

2           JIMMY SISSOM: Not current.

3           RON: What's (inaudible)? End of the

4           year?

5           JIMMY SISSOM: Yes, I have end of the

6           year.

7           RON: (Inaudible).

8           JIMMY SISSOM: Yes.

9           RON: I'd like to see that.

10          JIMMY SISSOM: Okay.

11          RON: Could you also contact John or Chris

12          and ask them if they do have any more current

13          financial statements and P&L and balance sheet

14          on it because I'd like to see that, too.

15          JIMMY SISSOM: Okay.

16          RON: Do you know if John or Chris pledged

17          their 50 percent interest in the stock?

18          JIMMY SISSOM: No, sir, they didn't, not

19          that I know of.

20          RON: So, you believe that if the facility

21          was sold, two to 2.5 million would be the gross

22          proceeds. In front of that you have to pay off

23          Royal Bank 1.1 million.

24          JIMMY SISSOM: Correct.

25          RON: Are there any other creditors that

1 are significant creditors that are owed money  
2 by F&S that you can recall?

3 JIMMY SISSOM: Well, my credit card debt  
4 was resolved related to F&S Ventures.

5 RON: Okay. Anything else?

6 JIMMY SISSOM: Nothing else.

7 RON: All right. Do you feel like F&S is  
8 pretty much current on making their payments  
9 whether it's to Royal Oaks or any other  
10 creditor?

11 JIMMY SISSOM: I believe. I think they  
12 are.

13 RON: Who is the manager or managing  
14 person? Is it John, Chris or you?

15 JIMMY SISSOM: John.

16 RON: Do you receive any distributions  
17 from F&S?

18 JIMMY SISSOM: No, sir.

19 RON: You don't do any work for F&S. It's  
20 purely an investment. Is that correct?

21 JIMMY SISSOM: At the time I -- yes, it  
22 was an investment. I did a lot of work, but I  
23 never received any proceeds at all.

24 RON: Okay. And you were not entitled to  
25 anything in the way you did work?

1 JIMMY SISSOM: Two and a half years of  
2 work I would think I was entitled to something,  
3 but there was nothing in the paper that  
4 entitled me to anything.

5 RON: All right. Well, oftentimes people  
6 do things in a group and they do sweat equity  
7 or they contribute their time in labor.

8 JIMMY SISSOM: My blood, sweat equity and  
9 time and labor and the amount of money I put in  
10 it, yeah, there was some.

11 RON: How much is your investment in this?

12 JIMMY SISSOM: Originally, I believe I had  
13 476,000 in it. Four-fifty-six, 476, right  
14 around there.

15 RON: Okay. And then how much of an  
16 investment did Mr. Spence and Parker make? Did  
17 you own a hundred percent at one time and sell  
18 the other 50 percent?

19 JIMMY SISSOM: No, the Frys owned  
20 50 percent and I owned 50 percent.

21 RON: And then the Frys sold their  
22 one-half interest to John and Chris?

23 JIMMY SISSOM: Correct.

24 RON: Okay. And that's how you ended up  
25 with them as partners?

1 JIMMY SISSOM: Correct.

2 RON: Did the Frys make any equity  
3 contribution into this?

4 JIMMY SISSOM: No.

5 RON: Why did you make the effort in  
6 contribution and they did not?

7 JIMMY SISSOM: Once I'd already started  
8 the company -- I didn't know they didn't have  
9 any money when we started the company. So,  
10 basically, we went in as 50/50 partners and  
11 then I found out that -- we were in the middle  
12 of the construction phase and they didn't have  
13 any money so there wasn't -- it wasn't  
14 something I felt like I could hold together  
15 myself. (Inaudible).

16 RON: You posted in your bankruptcy  
17 schedules a claim against Mike and (inaudible)  
18 Fry for 300,000. What's the basis of that  
19 claim?

20 JIMMY SISSOM: That was basically what  
21 they owe me back from --

22 RON: What is the evidence to that? Do  
23 you have any acknowledgement from them that  
24 they owe it?

25 JIMMY SISSOM: I paid some -- I paid

1 lawyer fees for them. I paid --

2 RON: Okay. So, these are funds that you  
3 advanced. But is there anything in writing  
4 like a promissory note that they signed saying,  
5 "Yes, we owe you 300"? Anything like a letter  
6 saying, "We acknowledge that you advanced  
7 money"?

8 JIMMY SISSOM: Nothing like that, other  
9 than just the fact that if we're partners, I  
10 wouldn't have put up all the money. They would  
11 have -- they would have done that. They should  
12 have (inaudible).

13 RON: What is the evidence that you have  
14 that shows that, in fact, you advanced \$300,000  
15 for their benefit?

16 JIMMY SISSOM: Just all the expenses that  
17 I've spent.

18 RON: Would that be cancelled checks?

19 JIMMY SISSOM: Oh, absolutely, yes.

20 RON: Would it be invoices?

21 JIMMY SISSOM: Just cancelled checks.

22 RON: Well, the cancelled checks have to  
23 be tied to something, don't they?

24 JIMMY SISSOM: Well, they be tied to --  
25 some of them for their lawyers, some of them

1 for money that they've received, some of them  
2 for the money for F&S Ventures.

3 RON: All right. I'd like you to put  
4 together a damage (inaudible) with  
5 documentation.

6 JIMMY SISSOM: Okay.

7 RON: And send the documentation in his  
8 absence (inaudible) as to why you still feel  
9 like they owe you something.

10 JIMMY SISSOM: Okay.

11 RON: And then I'll need the contact  
12 information for Mike and (inaudible) Fry, the  
13 fax, home address, business address, all that  
14 kind of stuff.

15 JIMMY SISSOM: Okay.

16 RON: Are they employed, to your  
17 knowledge?

18 JIMMY SISSOM: I don't know if they are.

19 RON: Do they live in Houston?

20 JIMMY SISSOM: I don't know if they do.  
21 They sold their property in Katy, and I don't  
22 know if they moved or not.

23 RON: Do you think John and Chris might  
24 know?

25 JIMMY SISSOM: Oh, I'm sure we can find

1 this. That's not a problem.

2 RON: Okay, thank you. How were you  
3 introduced to the Frys?

4 JIMMY SISSOM: They had come by my office  
5 and done some work for me for several years.  
6 And then when I bought a property over on  
7 Schumacher, they had come by one day and they  
8 made an offer to me, said they wanted to go  
9 into the storage business.

10 RON: Have you made any payments to Crown  
11 Financial?

12 JIMMY SISSOM: Just one payment was made.

13 RON: How much?

14 JIMMY SISSOM: For 750.

15 RON: Seven hundred --

16 JIMMY SISSOM: \$750.

17 RON: Okay. When is your next payment  
18 due?

19 JIMMY SISSOM: It was due I believe May  
20 1st.

21 RON: Nobody is here for Crown Financial.  
22 Who gave you the documentation that you have on  
23 what we'll call your Crown Financial \$250,000  
24 loan to you from (inaudible)? Show me your  
25 cancelled checks, really the cashier's checks

1 that you sent out at the end of January,  
2 beginning of February to (inaudible). Then I  
3 would like to know if those are checks that  
4 are -- were your personal (inaudible) or  
5 somebody else's (inaudible).

6 JIMMY SISSOM: Okay.

7 RON: Will you be able to tell me that?

8 JIMMY SISSOM: Yes.

9 RON: And then to the extent that you have  
10 documentation that shows why you're giving  
11 5,000 to Mr. X and 10,000 to his wife, I need  
12 to understand why you're doing that.

13 JIMMY SISSOM: Okay.

14 RON: If you have the invoices or copies  
15 of something in writing that can tie into, that  
16 would be great and make it so obvious that when  
17 I look at it that I'll understand it. If you  
18 don't have documentation (inaudible) say Mr. X  
19 got 5,000 in cause (inaudible).

20 JIMMY SISSOM: Okay.

21 RON: And let me understand why it is that  
22 you feel like, A, you owe the money,  
23 (inaudible), why didn't you feel it was  
24 necessary to pay that particular person in your  
25 financial circumstances. When did you make up



1 your mind to file bankruptcy? (Inaudible).

2 JIMMY SISSOM: I believe right after I got  
3 the money from -- probably two weeks after the  
4 bank --

5 RON: You got the money from Crown.

6 JIMMY SISSOM: From Crown and the bank  
7 wasn't going to -- I was going to do a deal  
8 with Nick (inaudible) at Crown Financial. I  
9 was going to have to pay in for a couple of  
10 months. And then at that time it was my  
11 understanding the bank was going to try to  
12 refinance me somehow and then that was off the  
13 table --

14 RON: Okay.

15 JIMMY SISSOM: -- almost immediately after  
16 I got funds.

17 RON: Okay. And then on -- Barbara, as to  
18 you on payments to creditors, number three --

19 BARBARA: Yeah.

20 RON: -- to the extent that that needs to  
21 be handled --

22 BARBARA: Sure.

23 RON: -- please do so. How much time do  
24 you think you need to get me all this  
25 information?

1 BARBARA: It's going to be kind of hard  
2 for us to do it by Friday.

3 RON: I agree.

4 BARBARA: If we could have until next  
5 Friday.

6 RON: That's perfect. Will that give you  
7 enough time?

8 JIMMY SISSOM: That's fine, yes, sir.

9 RON: Okay. Next Friday. And what I'll  
10 do is I'm going to tentatively reset your  
11 meeting for June the 7th at 9:20 in the  
12 morning.

13 Barbara, if you'll check in with me and  
14 tell me sometime before June 7th. If I've got  
15 everything I need and understand it and I don't  
16 have any questions, then there will not be a  
17 need for me to come and Barbara (inaudible).

18 CRAIG DENUM: Ron, could you reset it for  
19 some other day other than June the 7th because  
20 I'll be out of the country, if it's needed.

21 RON: We will reset it for June the 21st.

22 CRAIG DENUM: That will work. Thank you.

23 RON: Okay. So, let's see. Let's go  
24 back. Okay. And for the record, after you  
25 sold your home, it's my understanding that you

1 took a portion of the proceeds and you bought  
2 two vehicles, one for your wife and  
3 (inaudible).

4 JIMMY SISSOM: A suburban.

5 RON: A suburban and then you bought a --

6 BARBARA: '97 BMW.

7 RON: '97 BMW.

8 BARBARA: Because the -- they had been  
9 driving dealership cars.

10 RON: I understand.

11 BARBARA: And the dealership wasn't there  
12 anymore.

13 RON: I understand. How did you come up  
14 with a \$900,000 value on F&S Ventures, Inc?  
15 Where does that come from? Is that you taking  
16 2 million and subtracting 1.1?

17 JIMMY SISSOM: I think what I had done  
18 is -- yes, sir, that's what I had done, yes.

19 BARBARA: And it should be half of that.

20 RON: Yeah.

21 JIMMY SISSOM: Yeah.

22 RON: I'm going to ask that you amend  
23 number 14 to show that the debtor only owns an  
24 undivided 50 percent interest in F&S.

25 BARBARA: Sure.

1           RON: And that his equity is -- it should  
2 say 450 instead of 900.

3           BARBARA: Yep.

4           RON: Do you agree?

5           JIMMY SISSOM: Yes, sir.

6           RON: Okay. And then if you would also  
7 put on number 13 subject to company stock.

8           BARBARA: Sure.

9           RON: So that we see it altogether. And  
10 everything is being claimed as exempt, if I  
11 understand it, other than the stock in the  
12 different entities, some of which we have  
13 (inaudible) and the previous to Frys.

14          BARBARA: That is correct.

15          RON: Everything else is being claimed as  
16 exempt?

17          BARBARA: Yes.

18          RON: And I think somewhere on the  
19 schedules I read that your wife had a trust,  
20 but that the trust, the proceeds or (inaudible)  
21 from that trust is gone because it's all been  
22 spent.

23          JIMMY SISSOM: Yes, sir.

24          RON: What kind of trust was this? Is  
25 that a trust set up for her livelihood?

1 JIMMY SISSOM: Just from her father -- or  
2 excuse me, her grandfather.

3 RON: Her grandfather. And is her  
4 grandfather deceased?

5 JIMMY SISSOM: Yes, sir.

6 RON: And, so, the trust is empty.

7 JIMMY SISSOM: Yes, sir.

8 BARBARA: That's in the SOFA when we talk  
9 about the income.

10 RON: Uh-huh, I saw it. Okay. I'm going  
11 to open up for questions.

12 CRAIG DENUM: Mr. Sissom, my name is Craig  
13 Denum. I represent Royal Oaks Bank. Just so I  
14 have an understanding -- and your attorney and  
15 I have already spoken and we've agreed that  
16 we're going to do a 2004 examination, so I'll  
17 try to keep these brief.

18 RON: And if you'd give me notice of your  
19 2004 --

20 CRAIG DENUM: Absolutely.

21 You stated earlier that you received --  
22 and I'm a little confused. You sold your stock  
23 in F&S Ventures?

24 RON: No, he pledged it.

25 BARBARA: He was confused. He gave it up.

1 JIMMY SISSOM: I'm a little confused how  
2 it happened, too.

3 RON: He misstated that.

4 BARBARA: He took it to Crown Financial  
5 and handed it to them.

6 CRAIG DENUM: Okay.

7 BARBARA: They hold it because they did  
8 their collateral.

9 CRAIG DENUM: It wasn't sold?

10 JIMMY SISSOM: No, sir.

11 CRAIG DENUM: Could that be -- could you  
12 be mistaken about that now?

13 JIMMY SISSOM: Could I be mistaken about  
14 what?

15 CRAIG DENUM: It being sold.

16 JIMMY SISSOM: I don't know. I went over  
17 there with -- Mr. McGuire had sent me over  
18 there and I don't know exactly how it was all  
19 set up. Basically we had given the stock up  
20 for a loan.

21 CRAIG DENUM: Is it possible you sold the  
22 stock and had an option to purchase it back?

23 JIMMY SISSOM: Yes, sir, that's true.

24 RON: Okay. Do you have any of the  
25 documentation?

1 CRAIG DENUM: I may. I'll get you what I  
2 have.

3 RON: If you do, send it to me.

4 CRAIG DENUM: Absolutely.

5 BARBARA: Yeah, we need to sort that out.

6 RON: Yeah, Barbara (inaudible) send it to  
7 me.

8 BARBARA: Sure.

9 RON: I'd like to see it.

10 CRAIG DENUM: Sure.

11 But more importantly, I guess my question  
12 is, is for that option, as I understand it, you  
13 received two-hundred -- \$250,000?

14 JIMMY SISSOM: After fees I believe it was  
15 225 or 222.

16 CRAIG DENUM: Okay. And then you took  
17 that money over to Sterling Bank the same day.

18 JIMMY SISSOM: Correct.

19 CRAIG DENUM: And you converted it to  
20 cashier's checks.

21 JIMMY SISSOM: Correct.

22 CRAIG DENUM: And the payees on these  
23 cashier's checks would be the folks that you  
24 owed money to.

25 JIMMY SISSOM: Not at the time. I just

1 got cashier's checks to put them in my name at  
2 the time.

3 CRAIG DENUM: Okay. So, the cashier's  
4 checks that you received from Sterling were all  
5 in the name -- your name, Mr. Sissom?

6 JIMMY SISSOM: Correct.

7 CRAIG DENUM: Okay. And then what  
8 happened to those cashier's checks?

9 JIMMY SISSOM: I paid off all my debt with  
10 them.

11 BARBARA: Yeah, but how did you do that?

12 JIMMY SISSOM: I just -- I'm sorry. Go  
13 ahead.

14 RON: Okay. What I'm hearing is that you  
15 went to Sterling, you got a cashier's check in  
16 your name --

17 JIMMY SISSOM: Yes, sir.

18 RON: -- for 225,000.

19 JIMMY SISSOM: I believe I got -- yes,  
20 sir.

21 RON: One check.

22 JIMMY SISSOM: No, sir, I got I believe  
23 four different checks.

24 RON: Four. And then if you added them  
25 up, that would be 225.



1 JIMMY SISSOM: Yes, sir.

2 RON: And then what Craig just asked you  
3 was what happened to those four checks.

4 JIMMY SISSOM: I paid off debt with all of  
5 them.

6 RON: Okay. Who got the money?

7 CRAIG DENUM: Who got the money and how do  
8 we prove that they got the money? What's the  
9 paper trail?

10 JIMMY SISSOM: I think I told you earlier  
11 I'd itemized everything for you that I had. I  
12 know some of it went back to the bank.

13 RON: I'll share it with you.

14 CRAIG DENUM: Okay.

15 RON: Just so you know.

16 CRAIG DENUM: Okay.

17 BARBARA: Will I get a copy?

18 RON: So, when you make a copy for me,  
19 send a copy to Craig. And if there's anybody  
20 else at the table that would like to see it,  
21 just let me know.

22 CRAIG DENUM: Just one quick question  
23 about that. When you paid these entities or  
24 individuals that you owed money to, did you pay  
25 them with cash? Did you pay them with a check?

1 Did you have another cashier's check issued?

2 How did you pay them?.

3 JIMMY SISSOM: They may have been some  
4 cashier's checks, some cash. But I need to  
5 look at the --

6 CRAIG DENUM: And where would you have  
7 gotten those cashier's checks issued?

8 JIMMY SISSOM: I couldn't answer that at  
9 this time.

10 RON: Do you think you went back to  
11 Sterling Bank?

12 JIMMY SISSOM: I may have. I'll get them  
13 all to you.

14 RON: Well, it's real important for all of  
15 us that are sitting at the table that you take  
16 your time and give us the details.

17 JIMMY SISSOM: I understand.

18 RON: Because as you can probably imagine,  
19 what you did is a little bit out of the  
20 ordinary.

21 JIMMY SISSOM: What is that?

22 RON: Taking 225, getting a check in your  
23 name for 225, making out a cashier's check when  
24 we have what we'll call as zone of insolvency  
25 that you're in. It's not like you took the 225

1 and put it in a bank account.

2 JIMMY SISSOM: At the time, though, I  
3 wasn't --

4 RON: I'm not asking you for an  
5 explanation. I'm just telling you it's a  
6 little bit out of the usual.

7 JIMMY SISSOM: I didn't try to --

8 RON: (Inaudible).

9 JIMMY SISSOM: (Inaudible) what I was  
10 doing. I understand.

11 RON: Nobody is saying you've done  
12 anything wrong. I'm just saying we need to see  
13 some documentation. That's all.

14 JIMMY SISSOM: Yes, sir.

15 RON: So, help us.

16 CRAIG DENUM: Mr. Sissom, you owned a  
17 company, a hundred percent stock owners, I  
18 understand, of Dealer's Management Group, Inc.  
19 Is that correct?

20 JIMMY SISSOM: Correct.

21 CRAIG DENUM: Since you also filed in  
22 connection with this an affidavit saying that  
23 you have not made any income since the past six  
24 months -- I guess that's October of 2005 --  
25 from these entities. Is that correct?

1 JIMMY SISSOM: The past two -- about two  
2 years, actually.

3 CRAIG DENUM: Okay. Have you collected  
4 any monies on behalf of Dealer's Management  
5 Group, Inc. since November of 2005?

6 JIMMY SISSOM: Yes, sir. I believe we've  
7 collected through March, I believe.

8 CRAIG DENUM: Okay. And who is in  
9 possession of those monies?

10 JIMMY SISSOM: The money that was  
11 collected was spent on expenses. We weren't --  
12 we weren't sure we were out of business until  
13 February of '05.

14 CRAIG DENUM: Okay. And who has an  
15 accounting of those monies collected and the  
16 expenses?

17 BARBARA: Would those monies have all gone  
18 into the bank account?

19 JIMMY SISSOM: Yes, ma'am.

20 BARBARA: I can get you copies of the bank  
21 statements. I've already furnished them to Mr.  
22 Summers.

23 CRAIG DENUM: Okay. Have you repossessed  
24 any cars since November on behalf of Dealer's  
25 Management Group, Inc.?

1 JIMMY SISSOM: Yes, sir.

2 CRAIG DENUM: Okay. And what was the  
3 result of those repossessions? Where are those  
4 cars now?

5 JIMMY SISSOM: We ended up -- the ones  
6 that -- if you're referring to the problem we  
7 just had recently, the repo companies were told  
8 not to pick up anything even though some of  
9 those repossessions have been out for over a  
10 year.

11 BARBARA: Okay. What happened to the ones  
12 that were repoed?

13 JIMMY SISSOM: We gave them back to the  
14 customer.

15 CRAIG DENUM: So, all of the cars that you  
16 repossessed since November of 2005 --

17 JIMMY SISSOM: Well, not all the cars, no,  
18 sir.

19 CRAIG DENUM: Okay. Where --

20 JIMMY SISSOM: Some of them are sold to  
21 some other customers or resold.

22 CRAIG DENUM: Okay. Can I get a list of  
23 cars that were repossessed and then resold and  
24 copies of the contracts that relate to those  
25 sales? And where are the monies that were

1 received from those contracts?

2 JIMMY SISSOM: They've paid expenses.

3 It's about \$30,000 a month to keep the company  
4 running.

5 CRAIG DENUM: Okay. Who currently has the  
6 Dealer's Management Group, Inc.'s computer?

7 JIMMY SISSOM: Maybe -- I think Joe or  
8 myself has it. Maybe -- I don't know, sir.  
9 I'll have to check.

10 CRAIG DENUM: Okay. Would you advise your  
11 lawyer -- when you say "Joe," who --

12 JIMMY SISSOM: When we left, I don't know  
13 who got everything.

14 CRAIG DENUM: Who is Joe?

15 JIMMY SISSOM: Joe is one of the guys that  
16 worked with me.

17 CRAIG DENUM: What's his last name?

18 JIMMY SISSOM: Colette (phonetic).

19 CRAIG DENUM: Okay. So, either Joe  
20 Colette or you have the computer. But you'll  
21 get with your attorney --

22 JIMMY SISSOM: I don't know that for sure.  
23 I'll have to check.

24 CRAIG DENUM: Okay. But you can find --  
25 you'll know -- somebody has your computer, is

1 that correct -- or the Dealer's Management  
2 Group, Inc.'s computer?

3 JIMMY SISSOM: I'm sure. I'm sure.

4 CRAIG DENUM: Who is Mark Schiff?

5 JIMMY SISSOM: I have no idea. Never  
6 heard the name.

7 CRAIG DENUM: You've never heard the name  
8 Mark Schiff? Have you ever heard the name Cars  
9 & More, L.L.C.?

10 JIMMY SISSOM: Yes, sir.

11 CRAIG DENUM: Okay. What is Cars & More,  
12 L.L.C.?

13 JIMMY SISSOM: That's one of the companies  
14 I do some buying for.

15 CRAIG DENUM: Okay. Do you do any  
16 collecting for Cars & More, L.L.C.?

17 JIMMY SISSOM: No, sir.

18 CRAIG DENUM: Okay. So, you've never  
19 since January 1st of 2006 done any collection  
20 on behalf of Cars & More, L.L.C.?

21 JIMMY SISSOM: Since 2006, no, sir.

22 CRAIG DENUM: And you've never told  
23 anybody that you were collecting anything on  
24 behalf of Cars & More, L.L.C.?

25 JIMMY SISSOM: No, sir.

1 CRAIG DENUM: Okay. Does Cars & More,  
2 L.L.C. have any of the contracts that resulted  
3 from the sale of the repossessed vehicles?

4 JIMMY SISSOM: No, sir.

5 CRAIG DENUM: I'll pass the witness. I'll  
6 just reserve my questions.

7 RON: Sir --

8 CRAIG DENUM: This is the president of  
9 Royal Oaks Bank. He's with me.

10 MICHAEL NEVEL: Okay. For the record, my  
11 name is Michael Nevel (phonetic). I represent  
12 Chase Bank.

13 My client's record show approximately  
14 \$12,000 in credit card charges since April 15th  
15 of --

16 RON: Of this year?

17 MICHAEL NEVEL: Correct.

18 Were you the person using the Chase credit  
19 card since April the 15th of this year, between  
20 you and your spouse?

21 JIMMY SISSOM: What is the -- what is  
22 the --

23 MICHAEL NEVEL: Well, April 15th, 2006  
24 somebody spent \$4,073 at Fry's Electronics.

25 JIMMY SISSOM: That may have been me and



1 my wife. I'm not sure.

2 MICHAEL NEVEL: Okay. What would you have  
3 purchased for that amount of money?

4 JIMMY SISSOM: I'll have to check with her  
5 and see.

6 MICHAEL NEVEL: Do you remember any of  
7 your uses of the credit card? Do you remember  
8 anything you bought with the credit card?

9 JIMMY SISSOM: No, sir, I'd have to look  
10 at it and see.

11 MICHAEL NEVEL: Okay. According to my  
12 client's records, after you filed for  
13 bankruptcy someone charged your credit card for  
14 it looks like a vacation at the Schlitterbahn  
15 in New Braunfels. Did your family vacation  
16 there?

17 JIMMY SISSOM: My wife may have.

18 MICHAEL NEVEL: Okay. Would she have made  
19 those credit card charges at the Gruene River  
20 Grill, the Schlitterbahn resort?

21 JIMMY SISSOM: She may have. I don't --

22 BARBARA: It's Gruene.

23 MICHAEL NEVEL: Gruene. I apologize. I'm  
24 from upstate New York.

25 BARBARA: That's okay. I called it

1 Gruene, too, the first time I saw it.

2 (Inaudible)

3 MICHAEL NEVEL: Well, it's pronounced  
4 differently from where I'm from.

5 (Inaudible)

6 MICHAEL NEVEL: Anyway, I want to ask you  
7 a couple questions about your -- the sale of  
8 your house. You sold 4315 Waterlily Court in  
9 Missouri City; correct?

10 JIMMY SISSOM: Correct.

11 MICHAEL NEVEL: Now, on your schedules,  
12 your mailing address is --

13 BARBARA: That's my office's mistake.

14 MICHAEL NEVEL: Okay. That --

15 BARBARA: The mailing address is correct.  
16 The other address is one digit off because  
17 somebody's fingers got a little too close to  
18 the four instead of the five.

19 MICHAEL NEVEL: All right.

20 BARBARA: And I didn't know that myself  
21 until a couple days ago.

22 MICHAEL NEVEL: Okay. Just looking at the  
23 warranty deed for the sale, it's from you and  
24 your wife to a gentleman named Mr. Perez. Do  
25 you have any association with Mr. Perez prior

1 to this sale?

2 JIMMY SISSOM: No, sir.

3 MICHAEL NEVEL: Okay. Your wife notarized  
4 your signature and her signature on this deed.  
5 I assume you didn't close at a title company.  
6 Is that correct?

7 JIMMY SISSOM: No, sir.

8 MICHAEL NEVEL: Okay. The deed says that  
9 a somebody named Larry Smith financed Mr.  
10 Perez' sale of the property for \$250,000. Is  
11 Mr. Smith either related to you or your wife or  
12 someone with whom you or your wife has had any  
13 prior business dealings?

14 JIMMY SISSOM: No, sir.

15 MICHAEL NEVEL: Do you know Mr. Smith?

16 JIMMY SISSOM: No, sir.

17 MICHAEL NEVEL: When you closed the sale  
18 of this house, could you describe generally the  
19 flow of funds? Mr. Smith apparently financed  
20 this sale. Where did the money go to?

21 JIMMY SISSOM: I think I gave an  
22 itemization of everything.

23 BARBARA: Yeah.

24 MICHAEL NEVEL: Pardon?

25 JIMMY SISSOM: I gave an itemization.

1           MICHAEL NEVEL: I understand. But when he  
2           financed the sale, did he give you a check and  
3           then you paid off the lien?

4           JIMMY SISSOM: Yes, sir.

5           MICHAEL NEVEL: Okay. So, he gave you a  
6           check for a quarter-million dollars?

7           BARBARA: Huh-huh.

8           JIMMY SISSOM: No, he gave me a check  
9           for --

10          BARBARA: He paid off the Chase loan and  
11          also the other loan.

12          MICHAEL NEVEL: He paid them directly?

13          BARBARA: Yes.

14          JIMMY SISSOM: Correct.

15          RON: Did Chase not get paid?

16          MICHAEL NEVEL: My credit card company?

17          BARBARA: No, no, no. We're talking  
18          about --

19          MICHAEL NEVEL: Are you talking about the  
20          home finance -- I don't know if they did. I'm  
21          not here on that.

22          BARBARA: But I can cut this short by  
23          telling you that we will pay the credit card  
24          debt, if you'll just give me a chance to talk  
25          to you out here.

1           MICHAEL NEVEL: Okay. But I had just a  
2 couple questions --

3           BARBARA: Because it's obviously  
4 nondischargeable, I mean, you know -- I'll just  
5 state that on the record.

6           MICHAEL NEVEL: Okay. One thing about the  
7 claim against the Frys. What is -- you made  
8 some disproportionate partnership contribution  
9 for expenses; correct?

10          JIMMY SISSOM: For which --

11          MICHAEL NEVEL: Your claim against the  
12 Frys.

13          JIMMY SISSOM: Yes, sir.

14          MICHAEL NEVEL: Basically you claim you  
15 overpaid your percentage interest. How old are  
16 those overpayments? Did this happen two years  
17 ago, three years ago?

18          JIMMY SISSOM: I started in March of '02.

19          MICHAEL NEVEL: Okay. And where -- when  
20 was the last of your overpayments? How old is  
21 that?

22          JIMMY SISSOM: Probably October of 2005.

23          MICHAEL NEVEL: Okay. I don't have any  
24 more.

25          RON: Okay. Anybody else? Okay. So,

1 this case is reset tentatively for June --

2 BARBARA: 21st --

3 RON: -- 21st at 9:20.

4 BARBARA: -- at 9:20.

5 RON: And if I get all the documents and I  
6 have everything answered to my satisfaction  
7 then you won't have to appear. Okay? And I  
8 will conclude the 341 meeting without anybody  
9 here.

10 CRAIG DENUM: And I'll send you the  
11 documents you requested and give you notice of  
12 the 2004. I'll call you to make sure you're  
13 available.

14 RON: That's great. Anybody else before  
15 we --

16 (Transcription concluded)

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TRANSCRIPTION OF CD

I, the undersigned Certified Shorthand Reporter and for the State of Texas, certify that the Tommy Sisson 341 Creditors' Meeting was transcribed to the best of my ability.

I further certify that I am neither attorney or counsel for, related to, nor employed by any parties to the action in which this testimony is taken and, further, that I am not a relative or employee of any counsel employed by the parties hereto or financially interested in the action.

SUBSCRIBED AND SWORN TO under my hand and seal of office on this the 6th day of July, 2006.

CARRIE MAGGARD, CSR  
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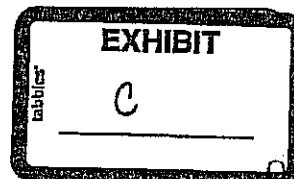
**JIMMY SISSOM**

4315 WATERLILY CT  
MISSOURI CITY, TX. 77459  
281-261-8166

May 23, 2006

**EXPENSES**

SALE PRICE	\$243,000.00
PAYOFF	<\$165,795.22>
LEASE BACK	<\$1746.73>
TAXES 2005	<\$7200.00>
TAXES 2006	<\$3500.00>
HOUSING PAYOFF SHORTAGE	<\$1122.00>
APRIL LIVING EXPENSES	<\$7500.00>
MAY LIVING EXPENSES	<\$7500.00>
JUNE LIVING EXPENSES	<\$7500.00>
HOUSING REPAIRS-CEILING,PAINT A/G WORK,TILE REPAIR	<\$5000.00>
HOMEOWNERS	<\$585.00>
HONOR ROLL APRIL & MAY	<\$1600.00>
METHODIST	<\$370.00>
SUSAN VEHICLE	<\$20,000.00>
EYE SURGERY	<\$4900.00>



000064



RYAN TONSILS	<\$2800.00>
JIMMY VEHICLE	<\$15,000.00>
HEALTH INSURANCE	<\$858.00>
HOUSE PAYMENT APRIL	<\$2155.00>
MORTGAGE PAYOFF SHORTAGE	<\$1800.00>
BANK ONE EQUITY LOAN PAYOFF	<\$19300.00>
AUTO INSURANCE	<\$1100.00>
CLOSING COST	<\$2500.00>
REALTOR @ FLAT FEE	<\$5000.00>

**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Cony Unit	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Cony Inv.	6. <input type="checkbox"/> Seller Finance	7. File Number 0501343-3310	8. Loan Number 12629708	9. Mortgage Ins Case Number
---------------------------------	----------------------------------	---------------------------------------	--------------------------------	---------------------------------------	--	--------------------------------	----------------------------	-----------------------------

C. Notes: This form is furnished to give you a statement of actual settlement costs. Amounts paid to apply for the settlement agent are shown. Items marked "(in esc.)" were paid outside the escrow; they are shown here for informational purposes and are not included in the totals.

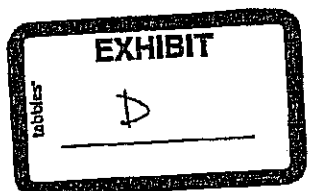
D. Name & Address of Borrower Susan J. Blanton 4315 Waterlily Missouri City, TX 77459	E. Name & Address of Seller Wesley Homes, L.P.	F. Name & Address of Lender America's Wholesale Lender 7600 F Capital of TX Hwy, N. #350 Austin, TX 78731
--	---	--

G. Property Location The Colony, Lot 1, Blk D, Sec. 2, Denton County, TX 105 Eight Oaks Drive Denton, TX 76202	H. Settlement Agent Name Independence Title Company 9442 Capital of Texas Hwy, Bldg. 1, Suite 250 Austin, TX 78759 Tax ID:	I. Settlement Date 3/21/07 Folio: 421/2006
---	---	--

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	5302,240.00	401. Contract Sales Price	5302,240.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	36,250.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. Property taxes		406. Property taxes	
107. City property taxes		407. City property taxes	
108. County property taxes		408. County property taxes	
109. School property taxes		409. School property taxes	
110. HOMEOWNERS DUES 04/01/06 to 01/01/07	5436.64	410. HOMEOWNERS DUES 04/01/06 to 01/01/07	5436.64
111. MUD Taxes		411. MUD Taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	5308,935.64	420. Gross Amount Due to Seller	5307,676.64
200. Amounts Paid By Or in Behalf Of Borrower		500. Reduction in Amount Due to Seller	
201. Escrow deposit money		501. Escrow Deposit	
202. Principal amount of new loan(s)	5341,792.00	502. Settlement Charges to Seller (line 1400)	311,311.90
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207. EM W SELLER	53,500.00	507. EM W SELLER	53,500.00
208. Advance deposit by borrower	361,540.99	508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
310. Property taxes 01/01/06 to 04/31/06	57,232.79	510. Property taxes 01/01/06 to 04/31/06	57,232.79
311. City property taxes		511. City property taxes	
312. County property taxes		512. County property taxes	
313. School property taxes		513. School property taxes	
314. HOMEOWNERS DUES		514. HOMEOWNERS DUES	
315. MUD Taxes		515. MUD Taxes	
316.		516.	
317.		517.	
318.		518.	
319.		519.	
220. Total Paid By/for Borrower	5309,065.78	520. Total Reduction Amount Due Seller	517,044.69
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	5308,935.64	601. Gross Amount due to seller (line 420)	5307,676.64
302. Loan amounts paid by/for borrower (line 200)	5309,065.78	602. Loan reductions in amt. due seller (line 520)	517,044.69
303. Cash To Borrower	5130.14	603. Cash To Seller	525,631.95

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the costs and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be better informed. The Public Reporting Burden for the collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lead itself to confidentiality.



000066



DEED  
POS

2006048002

### Warranty Deed with Vendor's Lien

#### NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Date: April 12, 2006

Grantor: Jimmy Sisson and wife Susan Sisson

Grantee: Jose A. Perez and wife Sondra S. Perez  
Grantee's Mailing Address:

4316 Waterlily Court  
Missouri City, Texas 77459

#### Consideration:

A first lien note of even date executed by Grantee and payable to the order of LARRY D. SMITH IN THE principal amount of Two Hundred-Fifty Thousand DOLLARS (\$ 250,000.00). The note is secured by a first and superior vendor's lien and superior Title retained in this deed in favor of Larry D. Smith, and by a first lien deed of trust of even date from Grantee to TRUSTEE, Trustee.

#### Property (including any improvements):

Lot Nineteen (19), Block one (1) Section Two (2) in a subdivision Lakeside Meadow at Brightwater, a Subdivision in Fort Bend, Texas according to the map or plat thereof recorded in the Map Records, Fort Bend County, Texas.  
Also known as: 4316 Waterlily Ct, Missouri City, Texas 77459

#### Reservations from Conveyance:

None

#### Exceptions to Conveyance and Warranty:

This conveyance is made and accepted to the following matters, but only to the extent that the same are in effect at this time: any and all restrictions, mineral interests and easements, if any, relating to the above described property that are of record; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

<b>EXHIBIT</b>	
tabbies	E

000067

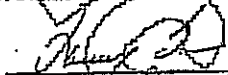
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its term, at which time this deed will become absolute.

LARRY D. SMITH, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LARRY D. SMITH, and are transferred to LARRY D. SMITH, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:  
Larry D. Smith

By:


  
Jimmy Sissom

  
Susan Sissom

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before NOTARY PUBLIC STATE OF TEXAS on this 23<sup>rd</sup> day of April, 2005 by Jimmy Sissom and Susan Sissom

  
NOTARY PUBLIC, STATE OF TEXAS

Susan P. Sissom  
Name of Notary Typed or Printed

My Commission Expires:  
7-16-09



000068

UNOFFICIAL DOCUMENT

RETURNED AT COUNTER TO:

And Perez  
5121/ Calle Lugo #1502  
Blanco, TX 77477

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2006 Apr 28 04:10 PM

LJ \$13.00

20060428002

Dianne Wilson, Ph.D. COUNTY CLERK  
FT BEND COUNTY TEXAS

000069



JPMorgan Chase Bank, N.A.  
 Texas Market  
 P O Box 260180  
 Baton Rouge, LA 70826-0180

April 06, 2006 through May 03, 2006

Account Number: 00000637889346

**CUSTOMER SERVICE INFORMATION**

WebSite: www.Chase.com  
 Service Center: 1-800-935-9935  
 Hearing Impaired: 1-800-732-5518  
 Para Espanol: 1-877-312-4273  
 International Calls: 1-713-262-1679



00001831 DDA 201 LB 12406 - YNN T 1 00000000 23 0000

SUSAN P. SISSOM  
 4315 WATERLILY CT  
 MISSOURI CITY TX 77459-1654



**CHECKING SUMMARY** Value Checking

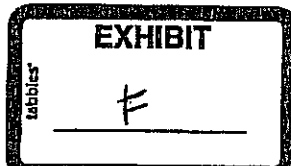
	AMOUNT
Beginning Balance	\$520.67
Deposits and Additions	141,343.50
Checks Paid	- 11,237.90
ATM & Debit Card Withdrawals	- 792.51
Electronic Withdrawals	- 1,626.04
Other Withdrawals, Fees & Charges	- 122,979.77
Ending Balance	\$5,227.95

Your monthly service fee was waived because you maintained an average checking balance of \$5,000.00 or more during the statement period.

**DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	AMOUNT
04/06	Deposit	\$5,500.00
04/12	Deposit	3,000.00
04/18	Deposit	50,000.00
04/24	Fed Wire Credit Via: U.S. Bank National Association/091000022 B/O: Edward Jones Sending Funds Forford TX 77477 Ref: Chase Nyc/Ctr/Bbk=Susan P Sissom Missouri City, TX 77459/Ac-000000006378 Bnf=Susan P Sissom/Ac-637889346 Rfb=060424025350 Obi=092410913Imad: 0424J1Q5040C002736 Trn: 0712713114F	75,426.78
04/28	Card Purchase Return 04/27 Victoria Secret 800-888-1500 OH Card 4509	1.06
05/01	Deposit	7,377.77
05/03	Card Purchase Return 05/02 Victoria Secret 800-888-1500 OH Card 4509	37.89
<b>Total Deposits and Additions</b>		<b>\$141,343.50</b>

*Handwritten note:*  
 Funds from sale of homestead



000070



April 06, 2006 through May 03, 2006  
 Account Number: 000000637889346

**CHECKS PAID**

CHECK NUMBER	DATE PAID	AMOUNT	CHECK NUMBER	DATE PAID	AMOUNT
2907	04/06	\$21.00	2932 *	04/17	41.57
2912 *	04/06	74.83	2933	04/17	138.34
2914 *	04/12	800.00	2934	04/17	50.00
2915	04/12	22.63	2935	04/20	43.18
2916	04/13	2,155.56	2936	04/21	45.47
2918 *	04/11	36.70	2937	04/24	30.31
2919	04/12	30.40	2939 *	04/24	42.62
2920	04/12	484.38	2941 *	04/25	190.15
<del>2921</del>	<del>04/12</del>	<del>93.32</del>	<del>2942</del>	<del>04/25</del>	<del>60.00</del>
2924 *	04/12	30.00	2943	04/26	1,746.73
2926 *	04/18	63.38	2944	04/26	14.02
2929 *	04/13	45.00	2945	05/02	3,830.97
2930	04/20	28.00	2947 *	05/03	1,119.34
				<b>Total Checks Paid</b>	<b>\$11,237.90</b>



\* Checks may not appear on your bank statement because they have not yet cleared, appeared on a previous statement, or cleared as an electronic withdrawal and will be listed under the "electronic withdrawals" section of your statement. Some Online Bill Payment transactions are assigned six-digit check numbers and appear under "checks paid" causing non-sequential check numbers.

**ATM & DEBIT CARD WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
04/07	Card Purchase 04/06 Petsmart 00006312 Sugarland TX Card 3224	\$12.42
04/07	Card Purchase With Pin 04/06 Cns Academy Ltd 260 Sugarland TX Card 3224	11.50
04/10	Card Purchase 04/06 Michaels #1124 Sugarland TX Card 3224	5.48
04/11	Card Purchase 04/10 Ap9*Vshome 888-681-7214 CT Card 3224	99.95
04/12	Card Purchase With Pin 04/11 Dointree 1988 Sugarland TX Card 3224	46.55
04/12	Card Purchase With Pin 04/11 Kroger 6200 Hwy 6 So Missouri Ci TX Card 3224	13.98
04/12	Card Purchase 04/10 Chevron 00208764 Sugar Land TX Card 3224	10.00
04/13	Card Purchase 04/11 Pei Wei Asian Diner-00 Sugarland TX Card 3224	9.74
04/17	Card Purchase 04/13 Newport News Holding 800-828-267 VA Card 3224	211.19
04/17	Card Purchase With Pin 04/14 Spec's Liquors #03 Sugarland TX Card 3224	35.93
04/17	Card Purchase 04/13 Newport News Holding 800-828-267 VA Card 3224	25.00
04/17	Card Purchase With Pin 04/14 Wal-Mart Super Cente Missouri Ci TX Card 3224	8.61
04/27	Card Purchase 04/26 Victoria Secret 800-888-1500 OH Card 3224	2.16
05/03	Card Purchase 05/02 Bluebonnet Electric CO Giddings TX Card 3224	300.00
<b>Total ATM &amp; Debit Card Withdrawals</b>		<b>\$792.51</b>

000071



April 06, 2006 through May 03, 2006

Account Number: 000000637889346

**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
04/06	Check # 2911 Walmart 7 Eca Purchase Misstx POP	\$131.18
04/11	Check # 2917 Walmart 7 Eca Purchase Misstx POP	95.17
04/12	Check # 2923 Verizon West Arc Verizontx Arc	72.95
04/13	Check # 2927 Walmart 7 Eca Purchase Misstx POP	177.11
04/14	Check # 2922 Directv Checkpaymt Arc	220.82
04/18	Check # 2931 Walmart 7 Eca Purchase Misstx POP	182.29
04/19	Chase Home Fin lopayment PPD	330.68
04/19	Check # 2925 Scholastic Payment Arc	45.00
04/21	Check # 2938 Walmart 7 Eca Purchase Misstx POP	178.07
04/24	American Expresselec Remit PPD	10.54
05/02	HFC 8008467510 Tel	182.23
<b>Total Electronic Withdrawals</b>		<b>\$1,626.04</b>

**OTHER WITHDRAWALS, FEES & CHARGES**

DATE	DESCRIPTION	AMOUNT
04/18	Withdrawal	\$50,000.00
04/19	Withdrawal	2,540.99
04/24	Incoming Domestic Wire Fee	12.00
04/26	Withdrawal	70,426.78
<b>Total Other Withdrawals, Fees &amp; Charges</b>		<b>\$122,979.77</b>

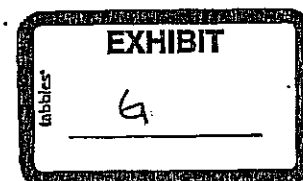
000072



CHASE BANK  
ITEMIZED PAYMENTS

HOUSE DN PAYMENT		\$67,143.64
ESCALADE PAYOFF		\$12,500.00
2002 SUBURBAN Z71		\$20,000.00
TAXES :	FBISD	\$3,830.97
TAXES	FT BEND TAX ASS	\$2,427.46
TAXES	FT BEND MUD	\$1,119.34
CASH	EYE SURGERY	\$4,200.00
CASH	RYAN TONSILS	\$2,000.00
CASH	KRISTINE GARBO	\$15,000.00
CASH RECEIPTS	MISC	\$5,460.52
CASH	HOUSE REPAIRS	\$7,500.00

TOTAL \$141,181.93



000073

*SUSAN'S BANK account showing all credits & debits  
as reflected on Attached statements.*

CHASE BANK ACCOUNT

February 2006

DESCRIPTION	AMOUNT	DEPOSIT
CHECKS PAID	\$6,972.25	\$7,880.68
ATM	\$381.71	
ELEC WITH FEES	\$2,274.08	
	\$27.40	
TOTAL	\$9,655.44	

March 2006

DESCRIPTION	AMOUNT	DEPOSIT
CHECKS PAID	\$5,726.23	\$7,682.89
ATM	\$517.76	
ELEC WITH FEES	\$1,286.75	
	\$10.00	
TOTAL	\$7,540.74	

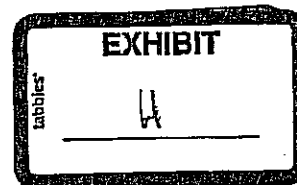
DESCRIPTION  
April 2006

DESCRIPTION	AMOUNT	DEPOSIT
CHECKS PAID	\$11,237.90	\$141,343.50
ATM	\$792.51	
ELEC WITH FEES	\$1,626.04	
	\$122,979.77	

TOTAL \$136,636.22

GROSS \$153,832.44 \$156,907.07

NET \$3,074.63



000074

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

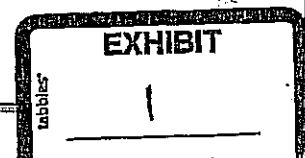
IN RE: :  
: :  
Jimmy SISSOM : CASE NO. 06-31917-H4-7  
: :  
DEBTOR(S) : CHAPTER 7  
: :  
\_\_\_\_\_  
: :  
RONALD J. SOMMERS, TRUSTEE, :  
Plaintiff : ADVERSARY NO. 06-03565  
: :  
V. :  
: :  
Jimmy SISSOM, :  
SUSAN P. SISSOM, :  
KRISTINE GARBO, :  
Dealer's Management Group, :  
INC., BUTTROSS HOLDINGS, INC.: :  
COLUMBUS J. COLLET :  
Defendants. :

\*\*\*\*\*

ORAL DEPOSITION OF  
SUSAN P. SISSOM  
OCTOBER 27, 2006

\*\*\*\*\*

ORAL DEPOSITION of SUSAN P. SISSOM, produced as a witness at the instance of the Trustee, and duly sworn, was taken in the above-styled and numbered cause on October 27, 2006, from 11:34 a.m. to 4:56 p.m., before Cherlyn K. Mann, CSR in and for the State of Texas, reported by stenographic method, at the offices of Nathan Sommers Jacobs, 2800 Post Oak Boulevard, Suite 6100, Houston, Teas, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.



1 at Exhibit 6 with me? Do you recognize that document,  
2 the settlement statement on your Bastrop --

3 A. I do.

4 Q. Why did you put that house in Bastrop in your  
5 name only?

6 MR. BURKS: Where is the rest of this,  
7 please? I have the first page.

8 MS. BRANDT: That's all we have.

9 Q. (BY MS. BRANDT) Of course, it's one of those  
10 documents that certainly you should have produced to us  
11 today pursuant to the order.

12 Did you look for the complete settlement  
13 statement on this house purchase, Mrs. Sissom?

14 A. Uh, I don't -- I thought this was --

15 Q. That would be within the scope of your  
16 production that you were ordered to bring to me today.

17 A. I thought I had it all. I didn't mean not to  
18 just bring it all.

19 Q. You're right. We'd love to have the full  
20 statement.

21 A. I apologize. I thought I did have it all.

22 Q. All right. But let's talk about the purchase  
23 of the Bastrop house. This document is dated April  
24 21st of 2006. Did you go to the closing on this house  
25 in Bastrop?

1 A. I didn't go to the closing. They FedEx'd me  
2 the papers. They actually FedEx'd me all the closing  
3 papers to sign.

4 Q. So you closed on it in Houston?

5 A. I believe so, yes.

6 Q. Okay. And does this settlement statement  
7 accurately reflect the sales price for the house of  
8 302?

9 A. That is correct.

10 Q. Okay. And then looking at this statement, and  
11 the timing thereof, does that refresh your memory as to  
12 whether you put that \$50,000 cashier's check in the  
13 account to use this --

14 A. I -- I didn't use that 50,000 for this.

15 MR. BURKS: Wait. Which -- which 50,000  
16 are you talking about?

17 A. Which one -- this one here?

18 Q. (BY MS. BRANDT) Yes. You deposited it -- we  
19 just talked about the money that you deposited --

20 A. Right.

21 Q. -- in your personal checking account on the  
22 18th of April, and I asked you if, looking at this  
23 closing statement on the 21st of April, that refreshed  
24 your memory as to whether you used the monies from that  
25 account to pay --

1 A. I don't believe I did.

2 Q. -- on this Bastrop house?

3 A. I don't believe I did.

4 Q. Well, what was the source of the cash that you  
5 used for the Bastrop house?

6 A. Uh, I believe I had some -- some of the money  
7 from the sale of my old house.

8 Q. Ah, let's talk about you when you closed on  
9 that house. You're the notary on the closing on the  
10 Missouri City house. Right?

11 MR. BURKS: What document?

12 A. What document are you talking about?

13 Q. (BY MS. BRANDT) Well, did you notarize those  
14 documents selling the house to the Perezes?

15 A. I don't -- I'd have to --

16 Q. Do you not remember?

17 A. I don't.

18 Q. Are you still a notary public?

19 A. I believe I am.

20 Q. Okay. And when you notarize things, do you  
21 notarize things accurately on the date that they're  
22 actually signed?

23 A. I always have.

24 Q. Okay. So part of your duties as a notary  
25 would to be accurate in your dating?

1 A. Correct.

2 Q. Okay. Let's return to the next check in  
3 Exhibit 12, please. Before -- I'm sorry. Before you  
4 do that, Exhibit 19, that's the Chase account to which  
5 you're making reference. Correct?

6 A. Correct.

7 Q. Chase account in the name of Susan P. Sissom,  
8 and it's account No. -- there's whole lot of zeros, and  
9 then it starts 677889346?

10 A. 637889346.

11 Q. Thank you. Okay. So let's talk about the  
12 next cashier's check in Exhibit 12. This is the one  
13 that ends in 86 for \$50,000.

14 MR. BURKS: I'm not there. One moment.

15 THE WITNESS: Is that it right there?

16 MR. BURKS: Go ahead, please.

17 MS. BRANDT: Are you there?

18 MR. BURKS: We will be.

19 Q. (BY MS. BRANDT) Okay. Look at the back of  
20 that check. Is that your signature?

21 A. Yes, it is.

22 Q. Okay. And what about the next line, the  
23 second line that says, "Pay to Cars & More --

24 A. Correct.

25 Q. -- and then there's a number written under

1 that's -- I'm taking a guess here that that's why she's  
2 on it as the remitter because it was money she gave me.

3 Just --

4 Q. Please turn to Exhibit 6. Now, I know that we  
5 went over this exhibit before, and I just have one  
6 question for you on this exhibit. When did you  
7 close -- I'm sorry.

8 MR. BURKS: Thank you for waiting for me.

9 Q. When did you close on the sale of the Bastrop  
10 property?

11 A. I believe it was in April.

12 Q. Do you see the settlement date on the  
13 right-hand side of the document?

14 A. Oh, I see it.

15 Q. Is that correct?

16 A. April 21st. Yes, it is.

17 Q. That is the correct date? That is the date  
18 that you closed on that house, the Bastrop property?

19 A. I believe it is.

20 Q. Can you turn to Exhibit 14? This is a  
21 warranty deed with vendor's lien for the property in  
22 Missouri City. Have you seen this document before?

23 A. Uh, I don't recall.

24 Q. Could you turn to the final -- or one page in.  
25 I'm sorry. The second page. The page before that.



1 I'm sorry. Is that -- is that your signature?

2 A. It appears to be. Yes.

3 Q. When did you close on the Missouri City  
4 property?

5 A. I don't remember that date.

6 Q. Was it April 23rd, 2005?

7 A. I believe it was. I'm not quite sure. I may  
8 have to get back with you on that one.

9 Q. Or was it April 23rd, 2006?

10 A. Oh, that -- 2006? It definitely was, I know,  
11 in 2006, so that must be.

12 MR. BURKS: If you don't have the -- we  
13 don't have all the documents. If you have independent  
14 recollection -- I mean if you want to look at a  
15 calendar? You want me to show you a calendar?

16 THE WITNESS: Well, I don't really  
17 remember if that was the date or not.

18 MR. BURKS: That's a Sunday. That's the  
19 Sunday after Easter Monday.

20 A. I don't know.

21 Q. (BY MS. HALUPTZOK) Did you close on the  
22 Missouri City property sale on April 23rd, 2006?

23 A. I -- maybe. I don't know for sure.

24 Q. Did you close on April 12, 2006?

25 A. I'm not sure, again, what -- what the date

1 was. I'm sorry.

2 Q. Did you close on the Missouri City property  
3 before or after you bought the Bastrop property?

4 MR. BURKS: I'm going to object. Will  
5 you please -- rather than say bought, would you say  
6 closed?

7 Q. (BY MS. HALUPTZOK) Closed. Did you close on  
8 the Missouri City property before or after you closed  
9 on the Bastrop property?

10 A. I believe it was -- the Missouri City property  
11 closed? I'm not -- I want to say before.

12 Q. So the Missouri City property closed, and then  
13 you bought the Bastrop property?

14 MR. BURKS: Can we say closed?

15 Q. And then you closed on the Bastrop property?

16 A. I believe that's correct. I'm fuzzy about  
17 that. Can I get back --

18 MR. BURKS: I want to leave it right  
19 there, "I believe that's correct; I'm fuzzy about  
20 that." That's the best we're going to do today.

21 Q. (BY MS. HALUPTZOK) Just so my understanding  
22 is correct, you believe that you might have closed on  
23 the Missouri City property before you closed on the  
24 Bastrop property but you're not sure?

25 A. Correct.

1 THE STATE OF TEXAS :  
2 COUNTY OF HARRIS :

3

4 REPORTER'S CERTIFICATION  
5 TO THE DEPOSITION OF SUSAN P. SISSOM  
6 TAKEN ON OCTOBER 27, 2006

7

8 I, Cherlyn K. Mann, a Certified Shorthand  
9 Reporter in and for the State of Texas, hereby certify  
10 that this deposition transcript is a true record of  
11 the testimony given by the witness named herein, after  
12 said witness was duly sworn/affirmed by me.

13 I further certify that I am neither attorney nor  
14 counsel for, related to, nor employed by any of the  
15 parties to the action in which this testimony was taken.  
16 Further, I am not a relative or employee of any attorney  
17 of record in this cause, nor do I have a financial  
18 interest in the action.

19 Further certification requirements pursuant to  
20 the Rules will be certified to after they have occurred.

21 Subscribed and sworn to on this, the 10th day of  
22 November, 2006.

23

24 Cherlyn K. Mann  
25 Cherlyn K. Mann, CSR, RPR  
Certified Shorthand Reporter  
in and for the State of Texas

Certification No.: 5461  
Expiration Date: 12/31/06  
Firm No. 47  
7838 Hillmont Houston, Texas 77040  
713/647-5100

26

### Warranty Deed with Vendor's Lien

**NOTICE OF CONFIDENTIALITY RIGHTS:**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** April 12, 2006

**Grantor:** Jimmy Sissom and wife Susan Sissom

**Grantee:** Jose A Perez and wife Sondra S. Perez

**Grantee's Mailing Address:**

4315 Waterlily Court  
Missouri City, Texas 77459

**Consideration:**

A first lien note of even date executed by Grantee and payable to the order of LARRY D. SMITH IN THE principal amount of Two Hundred-Fifty Thousand DOLLARS (\$ 250,000.00). The note is secured by a first and superior vendor's lien and superior Title retained in this deed in favor of Larry D. Smith, and by a first-lien deed of trust of even date from Grantee to TRUSTEE\*, Trustee.

**Property (including any improvements):**

Lot Nineteen (19), Block one (1) Section Two (2) In a subdivision Lakeside Meadow at Brightwater , a Subdivision in Fort Bend, Texas according to the map or plat thereof recorded in the Map Records, Fort Bend County , Texas.  
Also known as : 4315 Waterlily Ct, Missouri City, Texas 77459

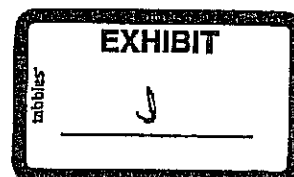
**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted to the following matters, but only to the extent that the same are in effect at this time: any and all restrictions, mineral interests and easements, if any, relating to the above described property that are of record; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.



The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its term, at which time this deed will become absolute.

LARRY D. SMITH , at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LARRY D. SMITH , and are transferred to LARRY D. SMITH , without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:  
Larry D. Smith

By: *Jimmy Sissom*  
Jimmy Sissom

*Susan R Sissom*  
Susan Sissom

STATE OF TEXAS

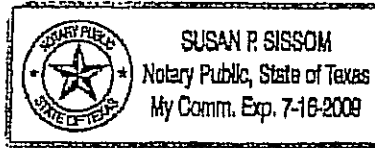
COUNTY OF HARRIS

This instrument was acknowledged before NOTARY PUBLIC STATE OF TEXAS on this 23<sup>rd</sup> day of April, 2005 by Jimmy Sissom and Susan Sissom

*Susan R Sissom*  
NOTARY PUBLIC, STATE OF TEXAS

Susan R Sissom  
Name of Notary Typed or Printed

My Commission Expires:  
7-16-09



04/19/2006 10:16 FAX

DBOX

@011/010

SISSOM  
Loan Number 136220708  
MNY 1000137-00035-0879-0

We hereby certify that this is  
a true and correct copy  
INDEPENDENCE TITLE CO.  
By [Signature]

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS  
COUNTY OF BASTROP

X  
X  
X

KNOW ALL MEN BY THESE PRESENTS:

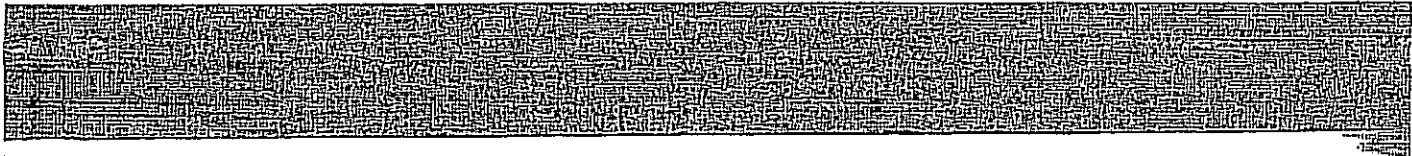
THAT WHEKLEY HOMES, LP D/B/A DAVID WHEKLEY HOMES, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by SUSAN F. SISSOM, A MARRIED PERSON, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of \$241,792.00, of even date herewith, payable to the order of AMERICA'S WHOLESALE LENDER ; hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to G. TOMMY BASTIAN, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as included in the above-described Note, said Vendor's Lien against said property securing the payment of said Note is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said Lien; and

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit:

LOT 1, BLOCK F, THE COLONY, SECTION TWO, A SUBDIVISION IN BASTROP COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAN THEREOF, RECORDED IN PLAT CABINET NO. 4, PAGE 68, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.



Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

EXECUTED this 18TH day of APRIL, 2006.

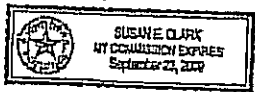
WEEKLEY HOMES, LP D/B/A DAVID WEEKLEY HOMES.

By: [Signature]

STATE OF TEXAS, COUNTY OF TARRANT, ss:

This instrument was acknowledged before me on this 21 day of April 2006, by Lisa Abbott

of WEEKLEY HOMES, LP D/B/A DAVID WEEKLEY HOMES, on behalf of said entity.



[Signature]  
NOTARY PUBLIC

GRANTEE'S ADDRESS:  
306 EIGHT OAKS DRIVE  
MASTROP, TEXAS 78601

**REAL ESTATE ITEMIZATION**

4315 WATERLILY CT  
MISSOURI CITY, TX. 77459  
281-261-8166

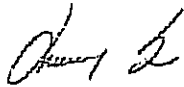
SALE PRICE \$253,000.0

ABN AMRO PAYOFF <8145,440.86>

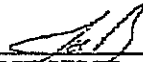
CHASE <819132.36>

LEASE BACK \$253,000 @ 6 PERCENT \$1746.73  
41.58 PER DAY TIMES 42 DAYS

JIMMY AND SUSAN SISSOM WILL RETURN RECEIPT FOR PAID TAXES THIS WEEK AND WRITE A CHECK FOR 2006 PRORATED TAXES THIS WEEK AND IN RETURN \$10,000.00 WILL BE HELD IN ESCROW AND AT UPON PRESENTATION OF PAID TAX RECEIPTS JIMMY AND SUSAN SISSOM WILL RECEIVE ALL REMAINING MONIES. ALSO SISSOM WILL PROVIDE RELEASE ON \$564.00 LIEN ON TITLE.



JIMMY SISSOM



JOSE PEREZ



SUSAN SISSOM



SONDRA PEREZ



CHASE OFFICIAL CHECK

307812497 Date 04/19/2008

Remitter Susan Slssom

0601343 no 3257

Pay: ELEVEN THOUSAND FIVE HUNDRED FORTY DOLLARS AND 99 CENTS

Pay To The Order Of Independence Title Company

\$ \*\*\*\*\*11,540.99 \*\*\*

Drawn, JPMORGAN CHASE BANK, N.A.

First Vice President

Issued by Integrated Payment Systems Inc., Englewood, Colorado  
To Citibank, N.A., Buffalo, NY

⑆1450918⑆ ⑆022000868⑆ 25003078124979⑆

CHASE OFFICIAL CHECK

307812490 Date 04/18/2008

Remitter Susan Slssom

0601343 no 3257

Pay: FIFTY THOUSAND DOLLARS AND 00 CENTS

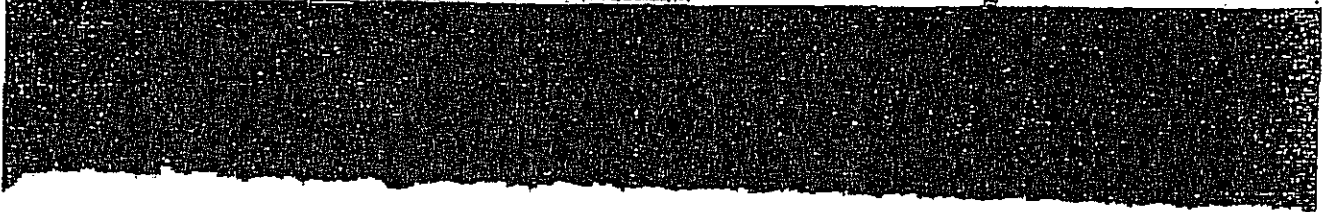
Pay To The Order Of Independence Title

\$ \*\*\*\*\*50,000.00 \*\*\*

Drawn, JPMORGAN CHASE BANK, N.A.

First Vice President

Issued by Integrated Payment Systems Inc., Englewood, Colorado  
To Citibank, N.A., Buffalo, NY



JIMMY SISSOM

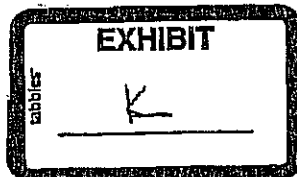
4315 WATERLILY CT  
MISSOURI CITY, TX. 77459  
281-261-8166

2

May 31, 2006

ITEMIZATION OF CROWN FINANCIAL LOAN: \$260,000

1. ROYAL OAKS	\$14,600	DAVID MCGUIRE SET UP THE LOAN AND DECIDED ON THE AMOUNT HE WANTED THE BANK TO GET
2. CROWN FINANCIAL	\$40	UCC FILING
3. CROWN FINANCIAL	\$40	UCC FILING DMG
4. CROWN FINANCIAL	\$220	F & S TITLE SEARCH
5. CROWN FINANCIAL	\$10000	OPTIONAL FEE THAT THE ROYAL OAKS BANK AND CROWN FINANCIAL HAD PUT TOGETHER
6. JOHN ROBERTS	\$35,0000	SEE ATTACHED CKS REMAINING BALANCE IN CASH
7. SONIC GROUP	\$12,500	00 ESCALADE FROM 11/05 CAR WAS TRADED AND DMG RECEIVED SOLD MONEY AND DID NOT PAY FOR TITLE DUE TO LACK OF FUNDS (IT WAS PAID SEVERAL MONTHS LATER
8. LAREDO NATIONAL	\$2592.56	FEB, MARCH SVC CHG
9. HOUSE REPAIRS	\$7500	PAINT, REPLACE BLINDS, BROKEN GATE, SOLAR SCREEN REPAIRS POOL PUMPS REPLACED, SHEET ROCK REPAIR
10. CASH RECEIPTS	\$29540	UNPAID REIMBURSEMENTS AND MAKE READY TO SELL INVENTORY OFF
11. ROYAL OAKS	\$14000	REIMBURSE FROM ROYAL OAKS INTEREST EXPENSE DEC 05 THAT SUPPOSED TO GET ME A NEW LY



000090

		STRUCTURED LOAN (JOE COLLET)
12. AUTO BELL	\$12000	BACK RENT, ELECTRIC, PHONE, WATER AND MECHANIC REPAIRS
13. JOHN BOGLANI	\$38,000	LOAN FOR 6/12/05 - 26000 7/6/2005 - 7000 PLUS INTEREST \$5000- DIRTWORK
14. JOHN SPENCE	\$5000	INTEREST OWED ON \$45000 AT 12%
15. KRISTINE GARBO	\$15000	REPAY FOR EXPENSES THE FAMILY OWED FROM 2006
16. FAMILY MISC	\$10000	BASEBALL, KARATE, CHESS CLUB ART, GROCERIES ETC.
17. JANUARY EXPENSES	\$7000	BILLS AND MORTGAGE
18. FEBRUARY EXPENSES	\$7000	BILLS AND MORTGAGE
19. MARCH	\$7000	BILLS AND MORTGAGE
20. AMERICAN EXPRESS	\$11404.88	LIVING AND SOME BUSINESS EXP
21. DEALER BOND	\$200	LICENSE RENEWAL
22. AT & T	\$632.92	PHONE
23. BANK AMERICA	\$1246.88	CREDIT CARDS
24. BARBARA ROGERS	\$150.00	ATTORNEY FEES
25. LOCKSMITH	\$525	HOMEOWNERS FEE
26. CHASE	\$445.89	CREDIT CARDS
27. CITI BUSINESS	\$640.17	CREDIT CARDS
28. DILLARDS	\$621.19	CREDIT CARD
29. GRYO CELL	\$50	HEALTH
30. DISCOVER	\$403.88	CREDIT CARDS
31. EXPRESS	\$402.36	CREDIT CARDS
32. FOLEYS	\$505.11	CREDIT CARDS
33. MACYS	\$146.31	CREDIT CARDS

000091

34. METHODIST DAY SCHOOL	\$460.00	CREDIT CARDS
36. INSURANCE	\$995.02	AUTO INSURANCE
36. ROBERT PICKELNER	\$2000	ATTORNEY FEES
37. SBC	\$850.00	TELEPHONE
38. STATE COMPTROLLER	\$4586.40	TAXES
39. SUGARLAND ELECTRIC	\$147.71	LIGHTS
40. TMOBILE	\$1130.90	PHONE
41. TARGET	\$858.93	CREDIT CARD
42. UNICARE	\$834	HEALTH INSURANCE
43. EXTRA RECEIPTS	\$511.15	CASH EXP
44. TAXES FILED	\$350	2005 PERSONAL

**Crown Financial, LLC**  
16420 Park Ten Place, Suite 125 Houston, Texas 77084  
(281) 646-2905 (281) 646-2909 fax

January 31, 2006

Mr. Jimmy Sisson  
F & S Ventures, Inc.  
Via email - fax 832.358.8102

Dear Mr. Sisson,

We have been discussing entering into a transaction whereas Crown Financial, LLC ("Crown") would provide you with \$250,000 in working capital needed for your car wholesale business. After reviewing the information that you provided, I am pleased to offer you the following proposal:

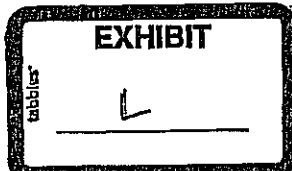
1. Crown would purchase your 500 shares of stock in F & S Ventures, Inc. for \$200,000
  - a) Sisson's attorney to provide signed resignation of Sisson as President
  - b) Sisson's attorney to provide signed resolution naming Richard Tribe as President
  - c) Sisson's attorney to provide a spousal consent for the sale of stock
  - d) Sisson's attorney to provide a 90-day management agreement whereas Sisson will agree to manage the F & S property at no charge. This agreement also needs to have Sisson represent that there will be no loans placed on the property and that no disbursements will be made during this management period, other than those in the normal course of business, without Tribe's written consent.
2. Crown would loan \$50,000 Dealer's Management Group, Inc.
  - a) Interest rate 1.5% per month, payable interest only, (\$750) monthly
  - b) Personal guarantee of Jimmy Sisson
  - c) 2<sup>nd</sup> lien UCC filing behind Royal Oak Bank
3. Crown to give Sisson an option to purchase the 500 shares of F & S Ventures stock
  - a) Option term - 90-days
  - b) Option payment - \$10,000 per month, in advance
  - c) Exercise price - \$200,000 provided that at least two option payments have been made, the option agreement is not in default, and all of the principal and interest has been paid on the Dealer's Management Group \$50,000 note
  - d) Richard Tribe will resign as President when stock is purchased

The only remaining due diligence will be to run a title report on the F & S property and a UCC search on Dealer's Management Group, Inc. This should not take longer than three business days and closing would be immediate.

If you find this proposal acceptable, then please sign where indicated below and return to Crown's office with a deposit of \$300. Any portion of the deposit not documented for the purpose of the title report and UCC search will be refunded to you at closing. Upon receipt of the signed agreement, Crown's attorney will begin preparing the debt, stock power, and option agreement.

Regards,  
*Richard D. Tribe*  
Richard D. Tribe  
Manager

Agreed: *Jimmy Sisson*  
Date: 1/31/06



**JIMMY SISSOM**

4315 WATERLILY CT  
 MISSOURI CITY, TX. 77459  
 281-261-8188

August 19, 2006

**ITEMIZATION OF CROWN FINANCIAL LOAN: \$250,000**

	1. ROYAL OAKS	\$14,600	DAVID MCGUIRE SET UP THE LOAN AND DECIDED ON THE AMOUNT HE WANTED THE BANK TO GET
	2. CROWN FINANCIAL	\$40	UCC FILING
	3. CROWN FINANCIAL	\$40	UCC FILING DMG
	4. CROWN FINANCIAL	\$220	F & S TITLE SEARCH
	5. CROWN FINANCIAL	\$10000	OPTIONAL FEES THAT THE ROYAL OAKS BANK AND CROWN FINANCIAL HAD PUT TOGETHER
10,000 Cash	6. JOHN ROBERTS	\$35,000	SEE ATTACHED CKS. REMAINING BALANCE IN CASH
	7. SONIC GROUP	\$12,500	00 ESCALADE FROM 11/05 CAR WAS TRADED AND DMG RECEIVED SOLD MONEY AND DID NOT PAY FOR TITLE DUE TO LACK OF FUNDS (IT WAS PAID SEVERAL MONTHS LATER
	8. LAREDO NATIONAL	\$2592.56	FEB, MARCH SVC CHG
	9. HOUSE REPAIRS	\$7500	PAINT, REPLACE BLINDS, BROKEN GATE, SOLAR SCREEN REPAIRS POOL PUMPS REPLACED, SHEET ROCK REPAIR
	10. CASH RECEIPTS	\$29540	UNPAID REIMBURSEMENTS AND MAKE READY TO SELL INVENTORY OFF
Cash	11. ROYAL OAKS	\$14000	REIMBURSE FROM ROYAL OAKS INTEREST EXPENSE DEC 05 THAT SUPPOSED TO GET ME A NEW LY JOE EGULOT
Cash - ACLE		4800	



			STRUCTURED LOAN (JOE COLLET)
	12. AUTO BELL	\$12000	BACK RENT, ELECTRIC, PHONE, WATER AND MECHANIC REPAIRS
<i>Asset</i>	→ 13. JOHN BOGLANI	\$38,000	LOAN FOR 6/12/05 - 26000 7/6/2005 - 7000 PLUS INTEREST \$5000- DIRT WORK
	14. JOHN SPENCE	\$5000	INTEREST OWED ON \$45000 AT 12%
<i>Asset</i>	⇒ 15. KRISTINE GARBO	\$15000	REPAY FOR EXPENSES THE FAMILY OWED FROM 2005
	16. FAMILY MISC	\$10000	BASEBALL, KARATE, CHESS CLUB ART, GROCERIES ETC.
	17. JANUARY EXPENSES	\$7000	BILLS AND MORTGAGE
	18. FEBRUARY EXPENSES	\$7000	BILLS AND MORTGAGE
	19. MARCH	\$7000	BILLS AND MORTGAGE
	20. AMERICAN EXPRESS	\$11404.88	LIVING AND SOME BUSINESS EXP
	21. DEALER BOND	\$200	LICENSE RENEWAL
	22. AT & T	\$632.92	PHONE
	23. BANK AMERICA	\$1248.83	CREDIT CARDS
	24. BARBARA ROGERS	\$160.00	ATTORNEY FEES
	25. LOCKSMITH	\$525	HOMEOWNERS FEE
	26. CHASE	\$445.89	CREDIT CARDS
	27. CITI BUSINESS	\$640.17	CREDIT CARDS
	28. DILLARDS	\$621.19	CREDIT CARD
	29. CRYO CELL	\$50	HEALTH
	30. DISCOVER	\$403.88	CREDIT CARDS
	31. EXPRESS	\$402.36	CREDIT CARDS
	32. FOLEYS	\$505.11	CREDIT CARDS
	33. MACYS	\$146.31	CREDIT CARDS

000095


34. METHODIST DAY SCHODL	\$460.00	CREDIT CARDS
35. INSURANCE	\$995.02	AUTO INSURANCE
36. ROBERT PICKELNER	\$2000	ATTORNEY FEES
37. SBC	\$850.00	TELEPHONE
38. STATE COMPTROLLER	\$4586.40	TAXES
39. SUGARLAND ELECTRIC	\$147.71	LIGHTS
40. TMOBILE	\$1130.90	PHONE
41. TARGET	\$858.93	CREDIT CARD
42. UNICARE	\$834	HEALTH INSURANCE
43. EXTRA RECEIPTS	\$511.16	CASH EXP
44. TAXES FILED	\$350	2005 PERSONAL

000096



August 15, 2006

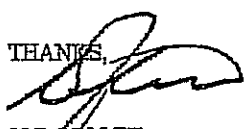
IN A SERIES OF CHECKS TOTALLING \$15,000 AND \$10,000 IN CASH A LOAN WAS REPAID THAT WAS OVERDUE. THE TRANSACTION HAPPENED PARTIALLY IN FEBRUARY AND EARLY MARCH 2006.

THANKS,  
  
JOHN ROBERTS  
713-839-3492

August 15, 2006

I JOE COLLET ACKNOWLEDGE \$14,000 PAID IN LATE FEBRUARY 2006 FROM JIMMY SISSOM  
TO REPAY A PREVIOUS LOAN IN NOVEMBER 2005.

THANKS,



JOE COLLET  
713-309-5171

000098

JIMMY SISSOM

---

8939 LONGPOINT  
HOUSTON, TX. 77055

February 17, 2006

\$12000.00 PAID IN FULL - COMMISSIONS AND UTILITIES

RUSSELL SOLTANI  
8939 LONGPOINT RD  
HOUSTON, TX. 77055  
713-365-9710

*Reed*

000099

Jimmy Sissom		
Itemization of Crown Financial Loan		
Name	Amount	Detail
Royal Oaks	\$14,800.00	David McGuire set up the Loan and Decided on the Amount He Wanted the bank to get
Crown Financial	\$40.00	UCC Filing
Crown Financial	\$40.00	UCC Filing DMG
Crown Financial	\$220.00	F&S Title Search
Crown Financial	\$10,000.00	Optional Fee that the Royal Oaks Bank and Crown Financial Had Put Together
John Roberts	\$36,000.00	See Attached Cks Remaining Balance in Cash (\$10,000.00
Sonic Group	\$12,500.00	00 Escalade From 11/05 Car was traded and DMG Received Sold Money and did not pay for title due to lack of Funds (It was paid several Months Later)
Laredo National	\$2,592.56	FEB, March Service Charge
House Repairs	\$7,500.00	Paint, Replace Blinds, Broken Gate, Solar Screen Repairs Pool Pumps Replaced, Sheet Rock Repair
Royal Oaks	\$14,000.00	ReImburse From Royal Oaks Interest Expense Dec 05 that supposed to get me a new Ly Structured Loan (Joe Collet- Cash)
Auto Bell	\$12,000.00	Back Rent, Electric, Phone, Water and Mechanic Repairs
John Boglani	\$38,000.00	Loan For 06/12/05-26000 7/8/05 7000 Plus Interest 5000.00 - Dirt Work (Cash)
John Spence	\$5,000.00	Interest Owed on 45000.00 At 12%
Kristina Garbo	\$16,000.00	RePay for Expenses the Family owed from 2005
Family Misc	\$10,000.00	Baseball, karate, Chess Club, Art, groceries, Etc
January Expenses	\$7,000.00	Bills & Mortgage
February Expenses	\$7,000.00	Bills & Mortgage
March Expenses	\$7,000.00	Bills & Mortgage
American Express	\$11,404.88	Living & Some Business Expenses
Dealer Bond	\$200.00	License Renewal
AT & T	\$632.92	Phone
Bank of America	\$1,246.83	Credit Cards
Barbara Rogers	\$160.00	Attorney Fee's
Locksmith	\$600.52	Homeowner's Fee
Chase	\$445.89	Credit Cards
Citi Business	\$640.17	Credit Cards
Dillards	\$621.19	Credit Cards
Cryo Cell	\$50.00	Health
Discover	\$403.88	Credit Cards
Express	\$402.36	Credit Cards
Foley's	\$506.11	Credit Cards
Macy's	\$146.31	Credit Cards
Methodist Day School	\$460.00	Credit Cards
Insurance	\$1,873.00	Auto Insurance
Robert Pickelner	\$2,000.00	Attorney Fee's
SBC	\$850.00	Telephone
State Comptroller	\$4,586.40	Taxes
Sugarland Electric	\$147.71	Lights

000100

T-Mobile	\$1,130.90	Phone
Target	\$858.93	Credit Cards
Unicare	\$834.00	Health Insurance
Extra Receipts	\$3,432.10	Cash Exp
Taxes Filed	\$350.00	2005 Personal
Medical	\$728.41	Doctor's, Prescriptions, Dentist
Auto	\$5,332.96	Expenses
Credit Cards	\$6,387.00	Credit Cards
Utilities	\$476.24	February
Misc	\$9,748.14	Misc Expenses For Feb
Cash	\$4,487.91	February
Misc Expenses for March	\$18,990.91	
Credit Cards	\$6,612.86	Credit Cards
Telephone	\$173.61	SBC, AT&T
Telephone	\$316.67	T-Mobile
Utilities	\$305.32	
Auto	\$4,546.00	Expenses
Insurance	\$8,100.00	
Taxes	\$4,580.74	
Cash	\$41,920.42	Cash for March
Loan	\$15,000.00	Loan to Stockholders
Loan	\$182,322.07	Loan to Stockholders

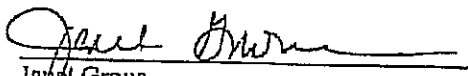
000101

**BUSINESS RECORDS AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared Janet Groue known to me, who, being by me duly sworn, deposed as follows:

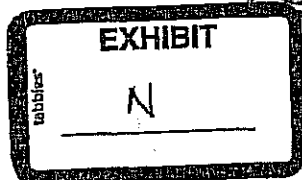
My name is Janet Groue. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am the registered agent of the records of Sterling Bank. Attached hereto are twenty-two (22) pages of records from Sterling Bank. These said twenty-two (22) pages of records are kept by Sterling Bank in the regular course of business, and it was the regular course of business of Sterling Bank's for an employee or representative of Sterling Bank, with knowledge of the act, event, condition, opinion, service or function, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.

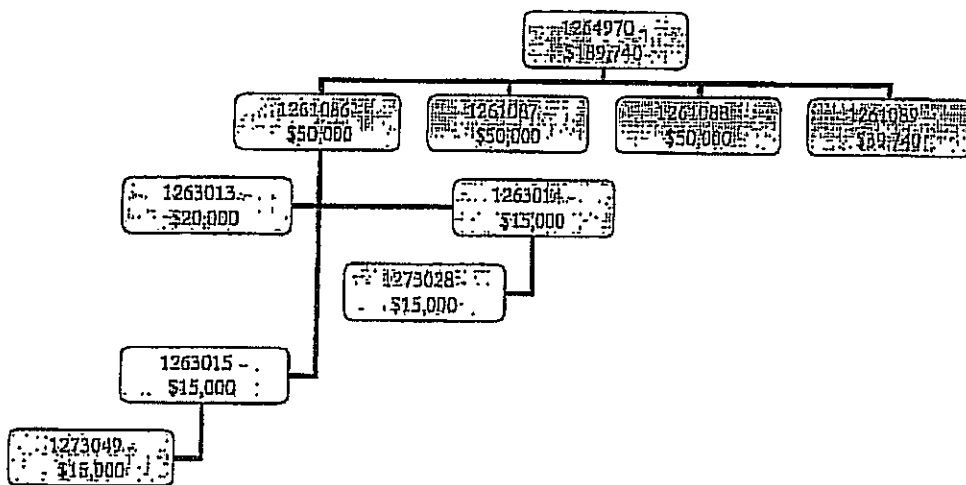
  
Janet Groue  
Senior Vice President and  
Associate General Counsel

SWORN TO AND SUBSCRIBED BEFORE ME on this the 5 day of September 2006.

  
Notary Public, State of Texas



000102



**\*Sterling Bank\***

TRAIL 182011-168  
ACCOUNT NUMBER

DATE 2/13/06 (D)

WE CHARGE YOUR ACCOUNT FOR ITEMS LISTED HEREON	
2 Cashier's Checks	184,740 =
	37,360 =

MAIL TO: Crown Financial

TOTAL \$ 225,100.00

[Signature]  
00-000 Eps 5,02

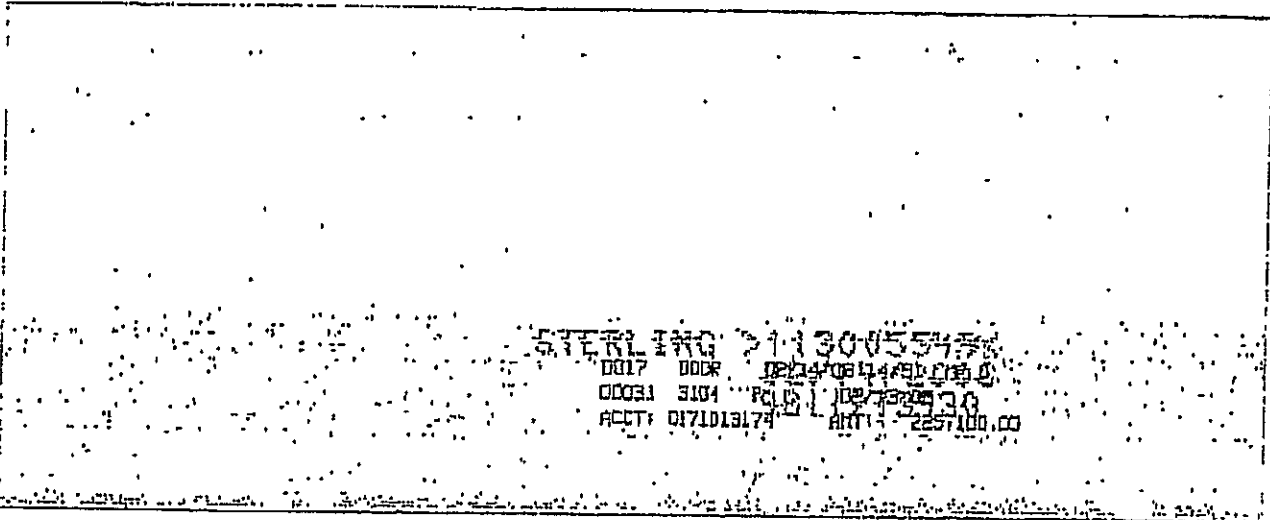
TS  
MADE BY

APPROVED

⑆ ⑆ 3005549⑆

⑆ 54

Serial 1 Amount 225100.00 Date 02-14-2006



000104



**Sterling Bank**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 710-400-0300

Cashier's Check  
--CREDIT--

No. 1264970

Date: 02/13/2006

Operator: 3104 Tamara Gajowski  
Katy HO West

To:  
Jimmy Sissom

Purchaser:  
Crown Financial

Offset: On Us Check  
Waiver: 8 - Officer Waived

Fee: .00

Amount: \$189,740.00

Remarks:

⑆1264970⑆ ⑆13005549⑆ ⑆010022004⑆ 120 ⑆0018974000⑆

Serial 1264970 Amount 189740.00 Date 02-14-2006

STERLING ⑆13005549⑆  
02/14/2006  
0811273910

000105

**• Sterling Bank •**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-466-3300

Cashier's Check

--CREDIT--

No. 1264971

Date: 02/13/2006

Operator: 3104 Tamara Gajewski  
City Hill West

To:  
Dealer Management Group, Inc.

Purchaser:  
Crown Financial

Offset: On Us Check  
Waiver: 8 - Officer Waived

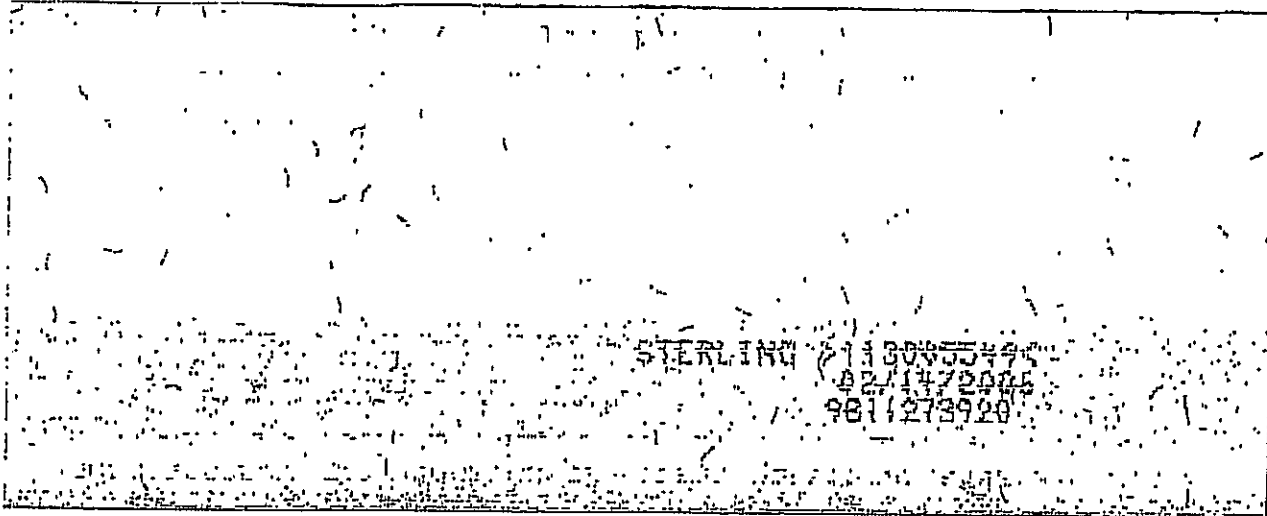
Fee: .00

Amount: \*\*\$35,360.00

Remarks:

⑈ 1 264971 ⑈ ⑈ 1 3005549 ⑈ ⑈ 0 10022004 ⑈ 1 20 ⑈ 0003536000 ⑈

Serial 1264971 Amount 35360.00 Date 02-14-2006



**Sterling Bank**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-466-0300

No. 1264970  
104 Tamara Galinski  
Kaly 110 West

Cashier's Check *Jimmy Sissom*

Pay *11,036.70* 02/13/2006 \$189,740.00  
Exactly 189,740 DOLLARS AND 00 CENTS

PAY TO THE Jimmy Sissom  
ORDER OF

Remitter: Crown Financial

*James M. Sissom*  
PRESIDENT

Must be negotiated within six months from the date of issuance.

⑈ 1264970 ⑈ ⑆ 13005549 ⑆ ⑈ 010022004 ⑈

Serial 1264970 Amount 189740.00 Date 02-14-2006

The money orders on this document belong to the issuer. Sterling Money Order and related materials. Address of issuer herein may include location.

STERLING BANK

13005549

02/14/2006

189740.00

1264970

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE. PROCEEDS FOR FINANCIAL INSTITUTION USE.

1264970

**\*Sterling Bank\***

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-486-8300

Cashier's Check  
--CREDIT--

No. 1261086

Date: 02/13/2006

Operator: 0025 Rosa Monroe  
Westheimer Office

To:  
SUSAN SISSOM

Purchaser:  
JIMMY SISSOM

Offset: On Us Check  
Waiver: 7 - Non-Customer

BANK COPY

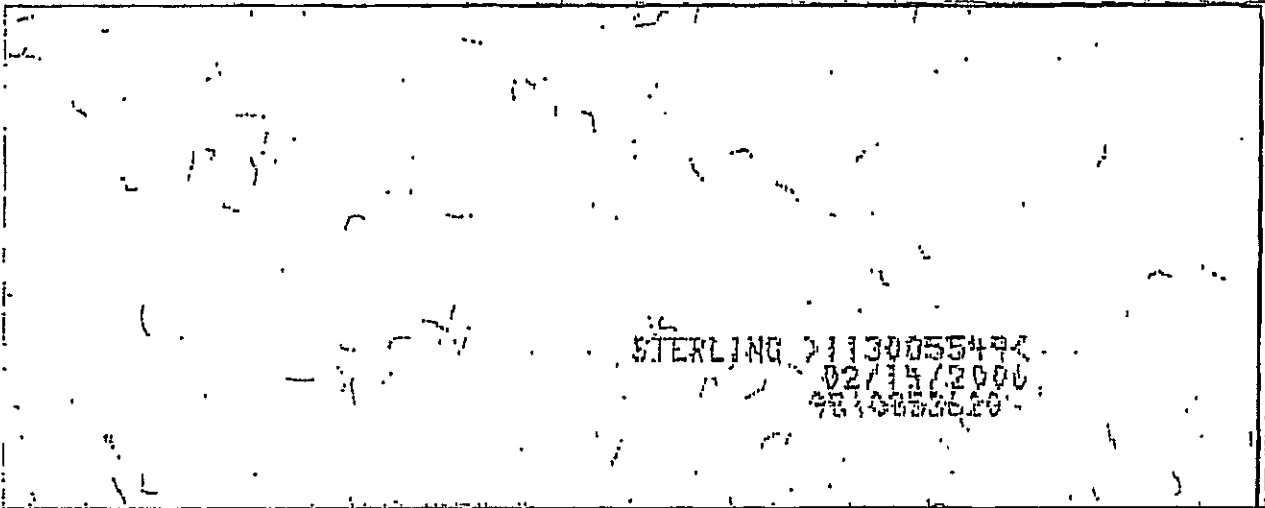
Fee: 10.00

Amount: \*\*\$50,000.00

Remarks:

⑈1261086⑈ ⑆113005549⑆ ⑈010022004⑈ 120 ⑈0005000000⑈

Serial 1261086 Amount 50000.00 Date 02-14-2006




STERLING 113005549  
02/13/2006  
9610860000

000108

**\*Sterling Bank\***

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-400-0300

Cashier's Check  
--CREDIT--

No. 1261087 

Date: 02/13/2006

Operator: 0025 Razo Monroe  
Wealthnet Office

To:  
SUSAN SISSOM

Purchaser:  
JIMMY SISSOM

Offset: On Us Check

Waiver: 7 - Non-Customer

Remarks:

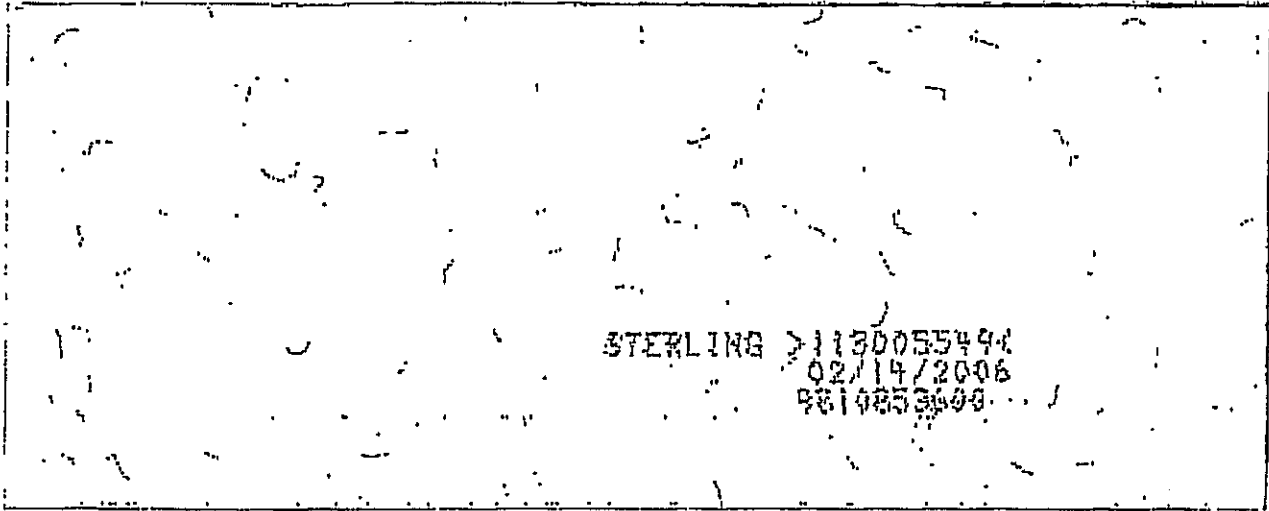
Fee: 10.00

Amount: \*\*\$50,000.00

BANK COPY

⑆1261087⑆ ⑆113005549⑆ ⑆010022004⑆ 120 ⑆0005000000⑆

Serial 1261087 Amount 50000.00 Date 02-14-2006



STERLING >113005549⑆  
02/14/2006  
9810833500

**\*Sterling Bank\***

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone: 713-466-8300

Cashier's Check  
**--CREDIT--**

No. 1261088

Date: 02/13/2006

Operator: 0026 Rosa Menrad  
Westheimer Office

To:  
SUSAN SISSOM

Purchaser:  
JIMMY SISSOM

Offset: On Us Check  
Waiver: 7 - Non-Customer.

Fee: 10.00

Amount: \*\*\$50,000.00

Remarks

⑈1261088⑈ ⑆113005549⑆ ⑈010022004⑈ 120 ⑈0005000000⑈

Serial 1261088 Amount 50000.00 Date 02-14-2006

STERLING ⑆113005549⑆  
02/14/2006  
9810253580

000110

**Sterling Bank**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-400-0300

Cashier's Check  
--CREDIT--

No. 1261089

Date: 02/13/2006

Operator: 0025 Rosa Morra  
Wachtelmer Office

To:  
SUSAN SISSOM

Purchaser:  
JIMMY SISSOM

Offset: On Us Check

Waiver: 7 - Non-Customer

Remarks:

Fee: 10.00

Amount: \$39,740.00

⑈ 1261089 ⑈ ⑈ 13005549⑈ ⑈ 010022004⑈ ⑈ 20 ⑈ 0003974000⑈

Serial 1261089 Amount 39740.00 Date 02-14-2006

STERLING ⑈ 13005549⑈

02/14/2006

⑈ 0003974000⑈

000111

**Sterling Bank**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-468-0300

Cashier's Check

No. 1264971  
3104 Tamara Salovei  
Ray H. West

Pay **35,360 DOLLARS AND 00 CENTS**  
Exactly

02/13/2008 \*\*\$35,360.00

PAY TO THE ORDER OF Dealer Management Group, Inc.

Remitted Crown Financial

*[Signature]*  
CHECKS OVER \$10,000.00 MUST BE CO-SIGNED BY  
PRESIDENT  
*[Signature]*

Must be negotiated within six months from the date of issuance.

⑆1264971⑆ ⑆113005549⑆ ⑆010022004⑆ ⑆0003536000⑆

Serial 1264971 Amount 35360.00 Date 03-03-2008

<p>11272-1 (2/13/08)</p> <p>The serial number of this document is 1264971. The amount of this document is \$35,360.00. The date of this document is 03-03-2008.</p>	<p>03022200</p> <p>14900093</p>	<p>0301 91576</p>	<p>DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE - 1 MULTIPLIED PORTFOLIO MANAGEMENT INSTITUTION USE ONLY</p>
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000112



**Sterling Bank**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-466-8360

Cashier's Check

No. 1261089  
0025 Ross Manor  
Westheimer Office

Pay **39,740 DOLLARS AND 00 CENTS**  
Exactly

02/13/2008 \*\*\$39,740.00

TO THE ORDER OF **SUSAN SISSOM**

*[Signature]*  
FOR THE PRESIDENT

Remitter **JIMMY SISSOM**

CHECKS OVER \$10,000 MUST BE COUNTERSIGNED  
PRESIDENT

*[Signature]*  
AUTHORIZED SIGNATURE

Must be negotiated within six months from the date of issuance.

⑆1261089⑆ ⑆113005549⑆ ⑆010022004⑆ ⑆0003974000⑆

Serial 1261089 Amount 39740.00 Date 03-10-2008

The Sterling Bank has been established as a fully insured bank.  
Sterling Bank, a member of Sterling Bank Group.  
Member of FDIC. Equal Housing Lender.

⑆03092006⑆ ON 02/13/08  
⑆0003974000⑆

⑆010022004⑆  
⑆113005549⑆

3001 5 0 0 2 3

LIBERAL LIFE  
PAY TO THE ORDER OF  
LIBERAL NATIONAL BANK  
FOR DEPOSIT ONLY  
DEALERS MANAGEMENT GROUP INC  
1022008  
*[Signature]* Pay to Cash  
DO NOT WRITE SPACES OR SIGNATURES  
IF THESE ARE NOT PRINTED, INFORMATION USE

000113



**Sterling Bank**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-466-0300

Cashier's Check

No. 1261087  
0025 Plaza Marro  
Washington Office

Pay Exactly 50,000 DOLLARS AND 00 CENTS

02/13/2006 \*\*\$50,000.00

PAY TO THE ORDER OF SUSAN SISSOM

Remitter: JIMMY SISSOM

*[Signature]*  
CHECKS OVER \$10,000 MUST BE COUNTERSIGNED  
PRESIDENT  
*[Signature]*

Must be negotiated within six months from the date of issuance.

⑆1261087⑆ ⑆13005549⑆ ⑆0202004⑆ ⑆000500000⑆  
⑆13005549⑆ ⑆000500000⑆

Serial 1261087 Amount 50000.00 Date 04-18-2006

<p>DO NOT WRITE IN THESE SPACES</p> <p>IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE ISSUING OFFICE.</p> <p>FOR YOUR PROTECTION, PLEASE SIGN AND DATE THE FRONT OF THIS CHECK.</p>	<p>⑆1261087⑆ ⑆13005549⑆ ⑆0202004⑆ ⑆000500000⑆</p> <p>⑆13005549⑆ ⑆000500000⑆</p>	<p>MORGAN CHASE BANK, N.A.</p> <p>1110000057 &lt; ASSUMED</p> <p>02/13/2006 5930731793 5151</p> <p>0000000637089346 590430</p> <p>04/18/2006</p> <p>9533737410</p>	<p>DO NOT WRITE IN THESE SPACES</p> <p>FOR YOUR PROTECTION, PLEASE SIGN AND DATE THE FRONT OF THIS CHECK.</p> <p>⑆1261087⑆ ⑆13005549⑆ ⑆0202004⑆ ⑆000500000⑆</p> <p>⑆13005549⑆ ⑆000500000⑆</p> <p><i>[Signature]</i></p>
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**Sterling Bank**

P.O. Box 40931  
Houston, Texas 77248-0031  
Phone 713-466-9300

Cashier's Check

No. 1261086

0026 Rosa Montes  
Wahlheimer Office

Pay **09910824 9107**  
Exactly **50,000 DOLLARS AND 00 CENTS**

02/13/2006 \*\*\$50,000.00

PAY TO THE ORDER OF **SUSAN SISSOM**

Remitter: **JIMMY SISSOM**

CHECS OVER \$10,000 MUST BE CO-SIGNED  
**PRESIDENT**

Must be negotiated within six months from the date of issuance.

⑆1261086⑆ ⑆113005549⑆ ⑆010022004⑆

Serial 1261086 Amount 50000.00 Date 05-18-2006


DOOR HERE

X

2006 02 13 503321

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
PRESIDENTIAL INSTITUTIONAL SIGNATURE LINE

STERLING BANK  
02/13/06 1703 A  
00261872006  
STARI SPLIT AFT: 02/13/06 03600  
C/I

  
The security features on this document include a Microprint Security Screen, and security watermark. Number of items available only at issuing institution.  
\*SERIAL NUMBER: 00011600116

000116

**❖ Sterling Bank ❖**

P.O. Box 40133  
Houston, Texas 77240-0133  
Phone 713-480-0000

Cashier's Check  
**--CREDIT--**

No. 1273013

Date: 05/18/2006

Operator: 1793 Abran Rodriguez  
Fort Bend Office

To:  
Carz N More

Purchaser:  
Susan Sissom

Offset: Cash Customer  
Waiver: 0 - Waive

Fee: .00

Amount: \*\*\$20,000.00

Remarks:

⑆1273013⑆ ⑆113005549⑆ ⑆010021004⑆ 120 ⑆0002000000⑆

Serial 1273013 Amount 20000.00 Date 05-18-2006

STERLING >113005549<  
05/18/2006  
9812513570

000117

**\*Sterling Bank\***

P.O. Box 40537  
Houston, Texas 77240-0537  
Phone 713-466-8300

Cashier's Check  
--CREDIT--

No. 1273014

Date: 05/18/2006

Operator: 1703 Abrian Rodriguez  
Fort Bend Office

To:  
Susan Sissom

Purchaser:  
Susan Sissom

Offset: Cash Customer

Waiver: 0 - Waive

Fee: .00

Amount: \*\*\$15,000.00

Remarks:

BANK COPY

⑈1273014⑈ ⑆113005549⑆ ⑈010022004⑈ 120 ⑈0001500000⑈

Serial 1273014 Amount 15000.00 Date 05-18-2006

STERLING >113005549<  
05/18/2006  
9812513580

000118

**❖ Sterling Bank ❖**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-466-8300

Cashier's Check  
--CREDIT--

No. 1273015

Date: 05/18/2006

Operator: 1703 Aliran Rodriguez  
Fort Bend Office

To:  
Susan Sissom

Purchaser:  
Susan Sissom

Offset: Cash Customer

Waiver: 0 - Waive

Remarks:

Fee: .00

Amount: \*\*\$15,000.00

⑈1273015⑈ ⑆13005549⑆ ⑆010022004⑆ 120 ⑆0001500000⑆

Serial 1273015 Amount 15000.00 Date 05-18-2006

STERLING ⑆13005549⑆  
05/18/2006  
9812513590

000119

**Sterling Bank**

P.O. Box 40331  
Houston, Texas 77240-0333  
Phone 713-466-3200

Cashier's Check

No. 1273013  
1763 Albran Rodriguez  
First Band Office

Pay  
Exactly 20,000 DOLLARS AND 00 CENTS

05/18/2006 \$20,000.00

PAY TO THE  
ORDER OF Carz N More

Remitter: Susan Blasco

CHECKS OVER \$10,000.00 MUST BE CO-SIGNED BY  
PRESIDENT

*[Signature]*

Must be negotiated within six months from the date of issuance.

⑆1273013⑆ ⑆113006549⑆ ⑆010022004⑆ ⑆0002000000⑆

Serial 1273013 Amount 20000.00 Date 05-19-2006

THE ABOVE FOLLOWING PAY TO THE ORDER OF  
WACHOVIA BANK, N.A.  
MEMBER FDIC

0001 96697  
WACHOVIA BANK, N.A.  
MEMBER FDIC  
FOR DEPOSIT ONLY  
CASH ON HAND  
20060518

000120



THE INFORMATION CONTAINED HEREON IS A COPY OF THE ORIGINAL RECORD ON WHITE PAPER

**Sterling Bank**  
 P.O. Box 40033  
 Houston, Texas 77240-0333  
 Phone 713-460-8300

**Cashier's Check**

No. 1273014

1703 Alton Road  
 Fort Bend Office

⑆099103⑈

Pay to the order of **Susan Sissom** **\$15,000.00**  
 Exactly **15,000 DOLLARS AND 00 CENTS** **05/18/2006**

PAY TO THE ORDER OF **Susan Sissom**  
 Remitter **Susan Sissom**


*[Signature]*  
 PRESIDENT

CHECKS OVER \$1000.00 MUST BE COUNTERSIGNED

MUST BE NEGOTIATED WITHIN SIX MONTHS FROM THE DATE OF ISSUANCE.

⑆1273014⑆ ⑆13005549⑆ ⑆010022004⑆

Serial 1273014 Amount 15000.00 Date 05-22-2006

 <p>FD-36 (Rev. 11-19-83)</p> <p>Special Inquiries: 1-800-368-7623</p> <p>The Federal Reserve System consists of the Board of Governors, the Board of Directors, and the Federal Reserve Banks.</p>	<p>STERLING BANK ⑆13005549⑆</p> <p>0108 ST 05/22/06 12:20 05/22/2006</p> <p>00017 1705 - A 05/22/06 0810633200</p> <p>START SPLIT AMT 15,000.00</p> <p>C/I: .00</p>	<p>DO NOT WRITE ABOVE OR SIGN BELOW THIS LINE.      PRESIDENT FOR FINANCIAL INSTITUTION LINE</p> <p>PRODUCER IDENT</p> <p><i>Susan Sissom</i></p>
--	---	---

000121

**\*Sterling Bank\***

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-466-8380

# 09910324 9-12-07

Cashier's Check  
--CREDIT--

No. 1273028  
Date: 05/22/2008  
Operator: 1768 Hooker  
Fort Bend Office

To:  
Butross Properties

Purchaser:  
G J Collet Inv.

Offset: On Us Check  
Waiver: 0 - Waive

BANK COPY

Fee: .00

Amount: \*\*\$15,000.00

Remarks:

⑈ 1273028 ⑈ ⑆ 13005549⑆ ⑈ 010022004 ⑈ 120 ⑈ 0001500000⑈

Serial 1273028 Amount 15000.00 Date 05-22-2008

STERLING BANK  
05/22/2008  
9810533190

000122

**Sterling Bank**

P.O. Box 46333  
Houston, Texas 77240-0333  
Phone 713-466-8300

Cashier's Check

No. 1273016  
1703 Abram Rodriguez  
Fort Bend Office

Not Used For Purposes  
Intended

Pay Exactly 15,000 DOLLARS AND 00 CENTS

05/18/2006 \$15,000.00

PAY TO THE ORDER OF Susan Sissom

Cashier's Check #  
Issued in lieu of this item

Void if over \$15,000.00

Ramilton, Susan Sissom


CHECKS OVER \$15,000.00 MUST BE COUNTERSIGNED  
PRESIDENT



Must be negotiated within six months from the date of issuance.

⑆1273016⑆ ⑆113005549⑆ ⑆040022004⑆

Serial 1273015 Amount 15000.00 Date 06-25-2008

  
The agency holding this document should be notified immediately if this document is found to be a duplicate or if it is altered in any way.  
FD-36 (Rev. 11-29-73)

15,000.00  
05/25/06  
05/18/06

Issued in lieu of this item

STERLING 113005549  
05/25/2006  
9812071560

FOR DEPOSIT ONLY - STERLING BANK  
PRESIDENTIAL SIGNATURE REQUIRED



000123

❖ Sterling Bank ❖

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-468-8300

Cashier's Check  
--CREDIT--

No. 1273049

Date: 05/25/2006

Operator: 1707 Chris Galdeano  
Fort Bend Office

To:  
SUSSAN SISSOM

Purchaser:  
KRISTINE GARBO

Offset: On Us Check  
Waiver: 0 - Waive

Fee: .00

Amount: \*\*\$15,000.00

Remarks:

⑆1273049⑆ ⑆113005549⑆ ⑆010022004⑆ 120 ⑆0001500000⑆

Serial 1273049 Amount 15000.00 Date 05-25-2006

STERLING 113005549K  
05/25/2006  
921204550

000124

# Sterling Bank

P.O. Box 40233  
Houston, Texas 77240-0233  
Phone 713-490-6300

## Cashier's Check

No. 1273028  
1708 Foster  
Fort Bend Office

Pay Exactly 15,000 DOLLARS AND 00 CENTS

05/22/2008 \$15,000.00

PAY TO THE ORDER OF Butross Properties

Remitter: C. J. Colletiny

CHEQUES OVER \$10,000.00 MUST BE COUNTERSIGNED  
PRESIDENT

*Barro*  
*[Signature]*

Must be negotiated within six months from the date of issuance.

⑆ 1273028 ⑆ ⑆ 150005549⑆ ⑆ 010022004⑆ ⑆ 0001500000⑆

Serial 1273028 Amount 15000.00 Date 05-26-2008

<b>RT</b> The special services of this organization are provided for the benefit of the community. For more information, please contact the American Red Cross at 1111 North Main Street, Houston, TX 77002-1111.	<p>905422050000</p> <p>AMERICAN CHASE BANK, N.A. PRESIDENT &amp; CHIEF EXECUTIVE OFFICER</p> <p>1111 NORTH MAIN STREET HOUSTON, TEXAS 77002-1111</p>	<p>PAY TO THE ORDER OF BANK ONE TEXAS, N.A. - HO. BR. 0001 ALBUQUERQUE, TEXAS 87101 * 11100014 * FOR DEPOSIT ONLY BUTTRESS HOLDINGS C/O JIM HINE, 12000 WILSON ROAD, SUITE 100 FREDERICKTOWN, TEXAS 77835</p>	CHECK NO.

**Sterling Bank**

P.O. Box 40333  
Houston, Texas 77240-0333  
Phone 713-466-3300

Cashier's Check

No. 1273049  
1707 Childs Park  
For Bank of America

Pay Exactly 15,000 DOLLARS AND 00 CENTS

06/26/2006 \$15,000.00

PAY TO THE ORDER OF SUSSAN SISSOM

FCS0607180478

Remitter: KRISTINE BARBO

CHECKS OVER \$10,000 MUST BE COUNTERSIGNED BY PRESIDENT

*[Signature]*

*[Signature]*  
AUTHORIZED SIGNATURE

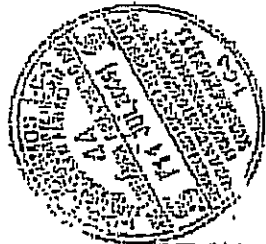
Must be negotiated within six months from the date of issuance.

⑆1273049⑆ ⑆413005949⑆ ⑆C10012004⑆ ⑆0001500000⑆

Serial 1273049 Amount 15000.00 Date 07-14-2006

The serial number on the document is 1273049. If the serial number on the document is not 1273049, the document is a duplicate. All serial numbers are printed on the document.

DO NOT TO THE ORDER OF ANY BANK  
DRAWER OR BANK OR FOREIGN CREDIT  
INSTITUTIONS OR ANY OTHER INSTITUTION  
VOL. 12 JUN 2006  
SCOTSMAN HERALD S.A.  
FOREIGN COLLECTIONS  
DEPT.



06/26/2006  
15000.00  
FCS0607180478

DO NOT WRITE SIGNATURE ON REVERSE SIDE OF THIS CHECK  
REVERSE SIDE IS RESERVED FOR THE BANK'S USE  
Kris Barbo  
Susan Sissom  
15000.00  
FCS0607180478

000126



Address Change Request

Please provide information below only if the address information on file is incorrect.

Current Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Important Note:** Please print your last name and first name by using the names on the back of the card. Do not use your current address unless you are moving to a new address. If you are moving to a new address, please provide the new address in the "New Address" section.

**Current Address:** This is the address you are currently using. If you are moving to a new address, please provide the new address in the "New Address" section. If you are not moving, please leave this section blank.

**New Address:** This is the address you are moving to. Please provide the full address, including city, state, and zip code.

**City:** Please provide the city you are moving to.

**State:** Please provide the state you are moving to.

**Zip:** Please provide the zip code you are moving to.

**Home Phone:** Please provide your home phone number.

**Work Phone:** Please provide your work phone number.

**E-mail Address:** Please provide your e-mail address.

**Current Address:** This is the address you are currently using. If you are moving to a new address, please provide the new address in the "New Address" section. If you are not moving, please leave this section blank.

**New Address:** This is the address you are moving to. Please provide the full address, including city, state, and zip code.

**City:** Please provide the city you are moving to.

**State:** Please provide the state you are moving to.

**Zip:** Please provide the zip code you are moving to.

**Home Phone:** Please provide your home phone number.

**Work Phone:** Please provide your work phone number.

**E-mail Address:** Please provide your e-mail address.



Statement Date: 04/07/05 - 05/06/05  
Account Number: 4248 0161 0021 0745  
Page 2 of 2

TRANSACTIONS (CONTINUED)

Trans Date	Reference Number	Movement Name or Transaction Description	Amount	Debit
04/28	24289005110142894651762	WALGREEN 0004106 MISSOURI CITY TX		24.67
04/27	24289005110254289017303	DOUBLE DAVES PIZZAWOR 28 180007283 TX		14.09
05/01	7428625122025000246150	SO Statement Credit DE	59.00	
		JIMMY WILSON		
		TOTAL 4248 0161 0021 0745	59.00	

FINANCE CHARGES

Category	Daily Periodic Rate 20 days in cycle	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	00.000%	0.00%	59.00	59.00	59.00	59.00
Cash advances	00.000%	23.74%	59.00	59.00	59.00	59.00
Total finance charges						59.00

Effective Annual Percentage Rate (APR): 0.00%

Please see information about your account location for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advances and balance transfer fees - expressed as a percentage.

This Statement is a Facsimile - Not an original

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7/21/2008 9:39 AM PAGE 5/005 Fax Server

070

Page 4 of 4

Jul 21 2008



000130

Jul 20 2006

Page 1 of 16

Statement for account number 4246 3119 1031 0000

New Balance \$6,469.62 Payment Due Date 06/20/06 Past Due Amount \$0.00 Minimum Payment \$169.00



Amount Enclosed \$ [ ] Make your check payable to Chase Card Services New Balance or e-mail/ Print on back.

424631191831308800012900006459620000004

JIMMY W. SIBSON  
SIBSON ENTERPRISES  
219 WATERLOO CT  
MISSOURI CITY TX 77459-1534

CARDHOLDER SERVICE  
PO BOX 84014  
PALATKA IL 60554-0114

150001602812 1591918313088 11\*

BUSINESS CARD STATEMENT Statement Date: 04/11/06 - 06/18/06 CUSTOMER SERVICE  
Payment Due Date: 06/20/06 In U.S.: 1-800-348-6510  
Minimum Payment Due: \$120.00 Espanol: 1-888-785-0574  
TDD: 1-800-355-8080  
Pay by phone: 1-800-408-7668  
Outside US call collect: 1-480-350-7039

VISA ACCOUNT SUMMARY Account Number: 4246311910310000 ACCOUNT INQUIRIES  
P.O. Box 16250  
Wilmington DE 19850-6250  
PAYMENT ADDRESS  
P.O. Box 84014  
Palatka IL 60554-0114  
VISA US AT  
1-800-348-6510

TRANSACTIONS

Table with columns: Trans Date, Reference Number, Merchant Name or Transaction Description, Amount Credit, Amount Debit. Includes transactions for PAYMENT - THANK YOU, BANK INTERNET, and HEB GROCERY.

FINANCE CHARGES

Table with columns: Category, Daily Periodic Rate, Corresponding APR, Average Daily Balance, Finance Charge Due To Finance Rate, Transaction Fee, FINANCE CHARGE. Includes rows for Purchases, Cash Advances, and Promotions.

Effective Annual Percentage Rate (APR): 7.74%  
Please see information about your account section for balance computation method grace period and other important information.  
The 0.75% periodic APR is the rate of interest you pay when you carry a balance on any transaction category.  
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Sign up for FREE Employee Cards and simplify the way you manage your business. You can make employee spending faster and track spending online. That means one bill to pay and no employee reimbursement checks. Call 1-800-840-6638 today to add Additional Cardmembers to your company account.

Special Business Advantage offers you free access to their exclusive Expense Corporate Travel Club. And, they will send you a \$200 Visa Gift card when you book your first air or hotel reservation within 30 days of enrollment. Visit www.visa.com/business/advantage for details.

EXHIBIT B

This Statement is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information on hand is incorrect

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Important About Your Account

Read this notice carefully. Please return your form or check and immediately by fax to the address below. Please provide information below only if the address information on hand is incorrect.

On the day of payment for services by your U.S. card, and at least your minimum payment due to you will be deposited to the account shown on the statement. Your payment will be automatically withdrawn from the account and sent to the U.S. Postal Service for deposit to the U.S. Postal Service. If you have a U.S. Postal Service account, the U.S. Postal Service will automatically deposit your payment to that account. If you do not have a U.S. Postal Service account, the U.S. Postal Service will deposit your payment to the account shown on the statement. If you have a U.S. Postal Service account, the U.S. Postal Service will automatically deposit your payment to that account. If you do not have a U.S. Postal Service account, the U.S. Postal Service will deposit your payment to the account shown on the statement.

Important About Your Account

Read this notice carefully. Please return your form or check and immediately by fax to the address below. Please provide information below only if the address information on hand is incorrect.

On the day of payment for services by your U.S. card, and at least your minimum payment due to you will be deposited to the account shown on the statement. Your payment will be automatically withdrawn from the account and sent to the U.S. Postal Service for deposit to the U.S. Postal Service. If you have a U.S. Postal Service account, the U.S. Postal Service will automatically deposit your payment to that account. If you do not have a U.S. Postal Service account, the U.S. Postal Service will deposit your payment to the account shown on the statement.

On the day of payment for services by your U.S. card, and at least your minimum payment due to you will be deposited to the account shown on the statement. Your payment will be automatically withdrawn from the account and sent to the U.S. Postal Service for deposit to the U.S. Postal Service. If you have a U.S. Postal Service account, the U.S. Postal Service will automatically deposit your payment to that account. If you do not have a U.S. Postal Service account, the U.S. Postal Service will deposit your payment to the account shown on the statement.

On the day of payment for services by your U.S. card, and at least your minimum payment due to you will be deposited to the account shown on the statement. Your payment will be automatically withdrawn from the account and sent to the U.S. Postal Service for deposit to the U.S. Postal Service. If you have a U.S. Postal Service account, the U.S. Postal Service will automatically deposit your payment to that account. If you do not have a U.S. Postal Service account, the U.S. Postal Service will deposit your payment to the account shown on the statement.

On the day of payment for services by your U.S. card, and at least your minimum payment due to you will be deposited to the account shown on the statement. Your payment will be automatically withdrawn from the account and sent to the U.S. Postal Service for deposit to the U.S. Postal Service. If you have a U.S. Postal Service account, the U.S. Postal Service will automatically deposit your payment to that account. If you do not have a U.S. Postal Service account, the U.S. Postal Service will deposit your payment to the account shown on the statement.

On the day of payment for services by your U.S. card, and at least your minimum payment due to you will be deposited to the account shown on the statement. Your payment will be automatically withdrawn from the account and sent to the U.S. Postal Service for deposit to the U.S. Postal Service. If you have a U.S. Postal Service account, the U.S. Postal Service will automatically deposit your payment to that account. If you do not have a U.S. Postal Service account, the U.S. Postal Service will deposit your payment to the account shown on the statement.





FRONTAL VIEW OF ACT OF 187 - FEDERAL RESERVE

FRONT VIEW OF ACT OF 187 - FEDERAL RESERVE

X

FRONT VIEW OF ACT OF 187 - FEDERAL RESERVE

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FRONT VIEW OF ACT OF 187 - FEDERAL RESERVE

080

7/20/2006 11:02 AM PAGE 6/017 Fax Server

DJD

JUL 20 2006

Page 5 of 16

Statement for account number: 4248 3118 1031 3088

New Balance \$3,110.48 Payment Due Date 04/30/06 Past Due Amount \$0.00 Minimum Payment \$122.00



Amount Enclosed \$ [ ] (Make your check payable to Chase Card Services (for address or e-mail? Please) back)

42463319383308600012200006310480000003

CHASE CARD SERVICE  
JIMMY W BIRBAUM  
5180M ST OFFICES  
4316 WATERLILY CT  
MISSOURI CITY TX 77459-1541

CARDMEMBER SERVICE  
PO BOX 04014  
PALM BEACH FL 33404-0414

⑈500016028⑈ 1591938313088⑈

BUSINESS CARD STATEMENT

Statement Color: 04/1/06 - 04/10/06  
Payment Due Date: 04/30/06  
Minimum Payment Due: \$122.00  
CUSTOMER SERVICE  
(In US: 1-800-346-5530  
Europe: 1-800-768-0674  
TDD: 1-800-856-0800  
Pay by phone: 1-800-430-7150  
Outside US call collect: 1-800-346-7059

VISA ACCOUNT SUMMARY

Account Number: 4248 3118 1031 3088

Previous Balance \$3,695.05 Total Credit Line \$0.00  
Payment, Credits -878.00 Available Credit \$2,490.00  
Purchases, Cash Debits +\$2,160.18 Cash Advance Line \$1,780.00  
Finance Charges +\$50.95 Available for Cash \$1,780.00  
New Balance \$2,110.48

ACCOUNT INQUIRIES  
P.O. Box 19289  
Wilmington DE 19870-5289  
PAYMENT ADDRESS  
P.O. Box 94014  
Palm Beach FL 33472-0114  
VISIT US AT:  
www.chase.com

TRANSACTIONS

Table with columns: Trans Date, Reference Number, Merchant Name or Transaction Description, Credit, Amount, Debit. Includes transactions for FURNITURE, PAYMENT - THANK YOU, and BAW'S INTERNET.

FINANCE CHARGES

Table with columns: Category, Daily Periodic Rate, Corresponding APR, Average Daily Balance, Finance Charge Due To Periodic Rate, Transaction Fee, FINANCE CHARGES. Includes Total finance charges of \$10.55.

Effective Annual Percentage Rate (APR) 6.76%
Please see information about your account action for balance computation method grace period and other important information.
The Corresponding APR is the rate at which you pay when you carry a balance on any transaction category.
The Effective APR represents your total finance charges - including finance charges such as cash advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Pay your taxes the fast and easy way. Just use your Business Card to pay your federal and state business taxes.
Sign up for FREE Employee Cards and simplify the way you manage your business. You can not employe spending limits and track spending online. That means one bill to pay and no employee reimbursement checks. Call 1-800-346-5530 today to add Additional Cardmembers to your company account!

This Statement is a Facsimile - Not an original

000135

Address Change Request

Please provide information below only if the address information on front is incorrect

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Interest in Home (For Rental)
I am an adult citizen. Please print your last name and first name by adding the
last name, middle name, and first name of your children, however the listing
should be added. You can check your address by logging on to the website.

Qualification for payments by weekly bill. You need at least your minimum
monthly income and you need to be on the payroll. You need to be on the payroll
for at least 30 days. You need to be on the payroll for at least 30 days. You
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interest rate. The amount of interest is based on the amount of the loan and
the interest rate.



Use the enclosed checks

# 4.99%\*

fixed APR until the balance is paid in full.

Use these checks to take advantage of this super-low rate today.

- Save by transferring balances from higher APR accounts.
- Improve productivity by purchasing more new office equipment.
- Pay for temporary supplies.
- Make a tax or payroll payment.

These checks are ready to go. You can write them for any amount up to the unused portion of your credit line. Don't miss out — great rates like this don't come around every day.

\*See required disclosure notes below to understand.

44870102

This check is void for all purposes after 07/20/2006

JIMMY W WISSOM  
BISCOM ENTERPRISES  
4913 WATERLILY CT  
MISSOURI CITY TX 77459-1854

1445

DATE 06/15/2006

PAY TO THE ORDER OF

VOID VOID VOID VOID VOID

THIS DOCUMENT CONTAINS AN ORIGINAL WATERMARK ADDRESS OF THE FEATURE AND SHOULD BE KEPT

Payable through  
First USA Management Services Inc. Dallas TX 75244

118700 200 81011000

⑆044115511⑆32519183130885⑈1445

This check is void for all purposes after 07/20/2006

JIMMY W WISSOM  
BISCOM ENTERPRISES  
4913 WATERLILY CT  
MISSOURI CITY TX 77459-1854

1449

DATE 06/15/2006

PAY TO THE ORDER OF

VOID VOID VOID VOID VOID

THIS DOCUMENT CONTAINS AN ORIGINAL WATERMARK ADDRESS OF THE FEATURE AND SHOULD BE KEPT

Payable through  
First USA Management Services Inc. Dallas TX 75244

118700 200 81011000

⑆044115511⑆32519183130885⑈1445

Check Number: 1445

Check Number: 1446

IMPORTANT INFORMATION

The use of the enclosed check or checks will result in a charge against your credit account.

Preconditions: (A) All your prepayments APR will apply only to the enclosed checks and will remain in effect until the balance of the check is paid in full. (B) The APR on all other transactions and balances on your account will remain at the applicable rate in accordance with your Cardholder Agreement unless you have a Cardholder Agreement ("Agreement") Terms and Conditions Change. (C) A 0% introductory APR applies to the amount of each transaction from the date of the first payment of the offer, subject to the terms of the offer. (D) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (E) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (F) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (G) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (H) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (I) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (J) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (K) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (L) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (M) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (N) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (O) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (P) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (Q) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (R) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (S) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (T) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (U) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (V) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (W) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (X) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (Y) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer. (Z) The APR will be applied to the amount of the transaction from the date of the first payment of the offer, subject to the terms of the offer.

06/15/06



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XX

XX

XX

Jul 20 2006

Page 9 of 16

Statement for account number: 4248 3119 1031 3008

New Balance \$1,855.95 Payment Due Date 05/10/06 Past Due Amount \$3.00 Minimum Payment \$78.00



Amount Enclosed \$ [ ] Make your check payable to Chase Card Services

424831191031300800007900003995950000003

JIMMY W BIRDDIA
SISCOM ENTERPRISES
4315 WATERLILY CT
MISSOURI CITY TX 77450-1854

CARDMEMBER SERVICE
PO BOX 84014
PALATINE IL 60064-0114

15000160281 1591918313088 14

BUSINESS CARD STATEMENT
Statement Date 07/10/06 - 05/10/06
Payment Due Date 05/10/06
Minimum Payment Due \$78.00
CUSTOMER SERVICE
In U.S. 1-800-345-5538
Outside U.S. call collect 1-408-853-7030

VISA ACCOUNT SUMMARY
Account Numbers 4248 3119 1031 3008
Previous Balance \$4,027.89 Total Credit Line \$0.00
Payment Credits -\$81.00 Available Credit \$4,004.89
Finance Charges +83.88 Cash Access Line \$1.72
New Balance \$4,030.77 Available for Cash \$1.72

Congratulations! Your credit line has been increased. Take advantage of your enhanced spending power to make purchases and transfer balances today.

TRANSACTIONS table with columns: Trans Date, Reference Number, Merchant Name or Transaction Description, Credit, Amount, Debit

FINANCE CHARGES table with columns: Category, Daily Periodic Rate, Corresponding APR, Average Daily Balance, Finance Charge Due To Periodic Rate, Transaction Fee, FINANCE CHARGES

Effective Annual Percentage Rate (APR): 2.90%
Please see Information About Your Account on page 1 for balance computation method, grace period and other important information.

IMPORTANT NEWS
Pay your taxes the fast and easy way. Just use your business card to pay your federal and state income taxes.
Save time and never miss a monthly payment. It's easy to arrange automatic payments with your business card.

000139

Address Change Request

Please provide information below only if the address information on hand is incorrect

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Important Note (see below)

Read this carefully. Please report any loss or stolen card immediately by calling the Office of Student Services at the front of your residence. Address any change requests to the Office of Student Services at the front of your residence.

You agree to pay a fee for payment by paper bill, and if you have a balance on your account, you agree to pay the balance on your account by the date indicated on the bill. Payment by paper bill is not available for accounts with a balance on your account. Payment by paper bill is not available for accounts with a balance on your account. Payment by paper bill is not available for accounts with a balance on your account. Payment by paper bill is not available for accounts with a balance on your account.

See also the Bill Payment Fee. There is no grace period for accounts that are not in good standing or with a balance.

In addition, if there is a "missed payment" notice on the bill, you must pay the balance on your account by the date indicated on the bill. Payment by paper bill is not available for accounts with a balance on your account. Payment by paper bill is not available for accounts with a balance on your account. Payment by paper bill is not available for accounts with a balance on your account.

Accounts that are reported to credit bureaus will be reported to credit bureaus. Accounts that are reported to credit bureaus will be reported to credit bureaus. Accounts that are reported to credit bureaus will be reported to credit bureaus.

Once you have moved, you agree to provide us with your new address. If you do not provide us with your new address, we will continue to bill you at your old address. If you do not provide us with your new address, we will continue to bill you at your old address.

Additional Payments: Any payment of such or other form of payment that you send to the Office of Student Services will be applied to your account in the order listed below. Payment of such or other form of payment that you send to the Office of Student Services will be applied to your account in the order listed below.

Account History: If you have a balance on your account, you will be billed each year or by the date indicated on the bill. Payment by paper bill is not available for accounts with a balance on your account. Payment by paper bill is not available for accounts with a balance on your account.

Important Note: We advise public funds charges, such as the Office of Student Services, will be applied to your account in the order listed below. Payment of such or other form of payment that you send to the Office of Student Services will be applied to your account in the order listed below.

In the bill, we list the amount of the annual bill, we list the amount of the annual bill, we list the amount of the annual bill. Payment of such or other form of payment that you send to the Office of Student Services will be applied to your account in the order listed below.

To pay your bill, please contact the Office of Student Services at the front of your residence. Payment by paper bill is not available for accounts with a balance on your account. Payment by paper bill is not available for accounts with a balance on your account.

Once you have moved, you agree to provide us with your new address. If you do not provide us with your new address, we will continue to bill you at your old address. If you do not provide us with your new address, we will continue to bill you at your old address.

Use the enclosed checks

# 4.99%\*

fixed APR until the balance is paid in full.

Use these checks to take advantage of this super-low rate today.

- Save by transferring balances from higher APR accounts
- Improve productivity by purchasing some new office equipment
- Pay for inventory supplies
- Make a low or partial payment

These checks are ready to go. You can write them for any amount up to the unused portion of your credit line. Don't let us — your rate — let this deal slip away every day.

\*See "Special Member's" section below for more details.

12X710159

This check is void for all purposes after 06/08/2011

JIMMY WISSOM  
8550 W. WATERLOO  
48TH WATERLOO, CT  
MISSOURI CITY TX 77450-1054

0878

DATE 06-15-11/41

PAY TO THE ORDER OF

\$

Void Void Void Void Void

THIS DOCUMENT CONTAINS AN ORIGINAL WATERMARK. A COPY OF THIS FEATURE WILL BE CREATED AUTOMATICALLY.

Payable through  
First USA Management Services, Inc. Delaware OH 43018

AMOUNT 700 RECEIPT

⑆04411551⑆⑆32519183130884⑆9375

This check is void for all purposes after 06/08/2011

JIMMY WISSOM  
8550 W. WATERLOO  
48TH WATERLOO, CT  
MISSOURI CITY TX 77450-1054

0878

DATE 06-15-11/41

PAY TO THE ORDER OF

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Void Void Void Void Void

THIS DOCUMENT CONTAINS AN ORIGINAL WATERMARK. A COPY OF THIS FEATURE WILL BE CREATED AUTOMATICALLY.

Payable through  
First USA Management Services, Inc. Delaware OH 43018

AMOUNT 700 RECEIPT

⑆04411551⑆⑆32519183130884⑆9375

**\*IMPORTANT INFORMATION\***

The use of the attached check is subject to the conditions a charge against your credit account.

**Preauthorized A/R's:** Your preauthorized A/R's will apply only to the enclosed checks and will remain in effect until the balance of the check is paid in full. After that time, the A/R's on all other transactions and balances on your accounts will remain at the applicable rate in accordance with your Customer Agreement. The APR on all other transactions and balances on your accounts will remain at the applicable rate in accordance with your Customer Agreement. The APR on all other transactions and balances on your accounts will remain at the applicable rate in accordance with your Customer Agreement.

**Special Member's:** This offer is available to members of the Special Member's program. The APR on all other transactions and balances on your accounts will remain at the applicable rate in accordance with your Customer Agreement. The APR on all other transactions and balances on your accounts will remain at the applicable rate in accordance with your Customer Agreement.

**Payment:** Payment of any amount due on this account is required to maintain the special member's rate. If you do not make a payment by the due date, the APR on all other transactions and balances on your accounts will increase to the applicable rate in accordance with your Customer Agreement. The APR on all other transactions and balances on your accounts will increase to the applicable rate in accordance with your Customer Agreement.

**Other:** This offer is subject to the terms and conditions of the Special Member's program. The APR on all other transactions and balances on your accounts will remain at the applicable rate in accordance with your Customer Agreement. The APR on all other transactions and balances on your accounts will remain at the applicable rate in accordance with your Customer Agreement.



FEDERAL BUREAU OF INVESTIGATION

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, DC 20535

WASHINGTON, DC 20535

UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION



Address Change Request

Please provide information below only if the address information is found to be incorrect.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address Change Request

Please provide information below only if the address information is found to be incorrect.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Please provide information below only if the address information is found to be incorrect.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



Page 15 of 16

Statement for account number: 4248 0119 1831 3088

New Balance 54,167.22 Payment Due Date 02/04/08 Past Due Amount \$0.00 Minimum Payment \$3.00



Amount Enclosed \$ [ ] Make your check payable to Chase Card Services New address or phone? Print on back.

42463219783130880000000004357220000006

0341 DEC 2008 8 JERRY WISSOM SISSON ENTERPRISES 2518 WATERLILY CT MISSOURI CITY TX 77459-1254



CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60054-0114



!500048028! 1591918313088!

BUSINESS CARD STATEMENT Statement Dates 7/1/08 - 01/10/08 Payment Due Date 02/04/08 Minimum Payment Due \$3.00 CUSTOMER SERVICE In U.S. 1-800-345-2530 In U.S. Spanish 1-888-762-0574 TDD 1-800-855-0550 Outside U.S. call collect 1-485-530-7099

VISA ACCOUNT SUMMARY Account Number 4248 0119 1831 3088 ACCOUNT INFORMATION P.O. Box 16298 Wilmington, DE 19826-6298 PAYMENT ADDRESS P.O. Box 94014 Palatine IL 60054-0114 VIBUS AT: www.chase.com/vibusat

TRANSACTIONS

Table with columns: Trans Date, Reference Number, Merchant Name or Transaction Description, Credit, Amount, Cash. Row 1: 12/24 1558550001100430400847 PAYMENT - THANK YOU JERRY WISSOM TOTAL 4248 0119 1831 3088 \$-107.00

FINANCE CHARGES

Table with columns: Category, Daily Periodic Rate, Corresponding APR, Average Daily Balance, Finance Charge Due To Periodic Rate, Transaction Fee, FINANCE CHARGES. Total Finance charge 510.66

Effective Annual Percentage Rate (APR): 23.0% Please see reverse side for balance computation method, grace period, and other important information. The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such as cash advances and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

Save 3% off TurboTax(R) OnlineSA including Premier edition which creates the Schedule C business form. And if you ever travel, you can now pay using your Chase Business Card either through TurboTax, or with Global Payments Corp by visiting www.GlobalPayments.com/TurboTaxChoice.

Address Change Request

Please provide information below only if the address information on form is incorrect

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Important About This Form

This form is used to request a change of address for your vehicle. It is not to be used to request a change of name or other information.

Once you have completed this form, you must return it to the Department of Motor Vehicles. You must also provide proof of ownership and a valid driver's license.

There is a fee for this service. The fee is \$10.00. You must pay this fee when you submit the form.

Changes to your address must be made within 30 days of moving. If you do not, you may have to pay a late fee.

This form is valid for 30 days. If you do not return it within this time, you will have to re-submit it.

Once you have submitted this form, you will receive a new license plate and registration tags for your vehicle.

For more information, please contact the Department of Motor Vehicles. You can find their contact information on our website.

are covered by your Agreement, is intended, then it is a violation of the Agreement. If you are a party to the Agreement, you are bound by its terms.

The use of this form is subject to the terms and conditions of the Agreement. You must read the Agreement carefully before using this form.

By submitting this form, you agree to the terms and conditions of the Agreement. You are releasing the Department of Motor Vehicles from any liability.

This form is provided as a service to you. It is not intended to constitute an offer of insurance or any other financial product.

The Department of Motor Vehicles is not responsible for any errors or omissions on this form. You must verify the information you provide.

For more information, please contact the Department of Motor Vehicles. You can find their contact information on our website.

Page 1 of 41

Statement for account number: 4246 3119 1831 3028

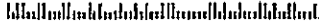
New Balance 64 246 60 Payment Due Date 07/04/06 Past Due Amount \$0 00 Minimum Payment \$24 00



Amount Enclosed \$ [ ] Make your check payable to Chase Card Services

42463119183130880000840000424656000009

JIMMY WISSOM
SISSON ENTERPRISES
2315 WATERLY CT
MISSOURI CITY TX 77450-1054



CARDMEMBER SERVICE
PO BOX 84014
PALATINE IL 60084-1014



150001602A 159191831308810

BUSINESS CARD STATEMENT
Statement Date: 11/1/05 - 10/1/05
Payment Due Date: 07/04/06
Minimum Payment Due: \$24 00
CUSTOMER SERVICE
In U.S. 1-800-346-6300
Outside U.S. call collect 1-630-250-7096

VISA ACCOUNT SUMMARY
Account Numbers 4246 3119 1831 3028
Previous Balance \$4,438.05 Total Credit Line \$7,200
Payment Credits -1,000.00 Available Credit \$2,762
Finance Charges +510.50 Cash Advance Line \$1,440
New Balance \$3,948.50 Available for Cash \$1,440
ACCOUNT REQUIRES
P.O. Box 18250
Wilmington DE 19806-0250
PAYMENT ADDRESS
P.O. Box 84014
Palatine IL 60084-1014
VISA US AT&T
www.chase.com/us/bizcards

TRANSACTIONS

Table with columns: Trans Date, Reference Number, Merchant Name or Transaction Description, Amount, Credit, Debit. Includes entry for 11/21 payment of \$200.00.

FINANCE CHARGES

Table with columns: Category, Daily Periodic Rate, Corresponding APR, Average Daily Balance, Finance Charge Due To Periodic Rate, Transaction Fee, FINANCE CHARGED. Totals to \$510.50.

Effective Annual Percentage Rate (APR): 2.00%
Please see reverse side for balance computation method, grace period and other important information.

IMPORTANT NEWS

Pay today, log on to www.chase.com/bizcards. It's fast, secure and free!
Thank you for using your Chase Business Card for all your business purchases. We wish you and your business a happy and prosperous new year.

Address Change Request

Please provide information below only if the address information on last file incorrect.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Important About Your Account

Each year we review your account information to ensure that it is accurate and up-to-date. We will contact you if we find any discrepancies.

Our goal is to provide you with the most accurate and up-to-date information possible. We will contact you if we find any discrepancies in your account information.

We will contact you if we find any discrepancies in your account information. We will contact you if we find any discrepancies in your account information.

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000148

AFFIDAVIT OF JIMMY SISSOM  
Category 6

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this date personally appeared JIMMY SISSOM, who being by me duly sworn, deposed and on oath stated:

"My name is Jimmy Sissom, and I am over twenty-one (21) years of age, of sound mind and in all respect I am competent to make this Affidavit.

To the best of my knowledge, the following is a description of the purchases made on the particular dates requested:

1. Fry's on April 15, 2006: 52" Mitsubishi television with television stand and extended warranty and a smaller television;
2. Best Buy on April 23, 2006: Bose surround sound stereo system purchased for the bedroom and to replace a system that was sold with the prior house;
3. Target on April 26, 2006: groceries, office supplies, clothing, television stand, pillows;
4. Furniturebuzz.com on March 20, 2006: bunk bed bedroom set for one of the children.

Attached as Exhibit A to this Affidavit is a copy of the two credit card statements that show the amounts on each day from the vendors above."

Further Affiant saith not.

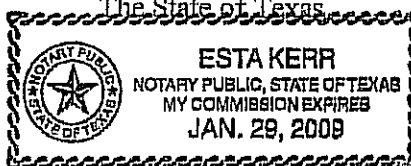


Jimmy Sissom

SUBSCRIBED AND SWORN TO before me on this 16th day of October, 2006.



Notary Public in and for  
The State of Texas



000149

Page 1 of 4  
Statement for account number: 4246 3151 3081 6745

New Balance 53,651.55 Payment Due Date 05/31/06 Past Due Amount \$0.00 Minimum Payment \$187.00



Amount Enclosed \$ [ ] Make your check payable to Chase Card Services  
New address or e-mail? Print on back.

424631513081674500019700007653560000006

0209105421254 0  
JIMMY W BISSOM  
8939 LONG POINT  
SUITE 100  
HOUSTON TX 77055



CARDMEMBER SERVICE  
PO BOX 94014  
PALATINE IL 60094-0114

⑆ 5000 16028⑆ 15951308 1& 7453⑆

BUSINESS CARD STATEMENT Statement Date: 04/07/06 - 05/06/06  
Payment Due Date: 05/31/06  
Minimum Payment Due: \$187.00

CUSTOMER SERVICE  
In U.S. 1-800-345-6530  
English 1-855-785-0574  
TDD 1-800-865-6060  
Pay by phone 1-800-355-7558  
Outside U.S. call collect  
1-480-360-7039

VISA ACCOUNT SUMMARY Account Number: 4246 3151 3081 6745

Previous Balance \$0.00 Total Credit Line \$10,000  
Payment, Credits -\$50.00 Available Credit \$183  
Purchases, Cash Debits +\$9,918.55 Cash Access Line \$2,000  
New Balance \$9,868.55 Available for Cash \$183

ACCOUNT INQUIRIES  
P.O. Box 15298  
Wilmington DE 19850-5298

PAYMENT ADDRESS  
P.O. Box 94014  
Palatine, IL 60094-0114

VISIT US AT:  
[www.visa.com/visainquiries](http://www.visa.com/visainquiries)

PREMIER CASH REBATE POINT SUMMARY

Previous Rebate Point Balance 50.00  
Bonus Rebate Points 615  
Cash Rebate Points on all Purchases 8,914  
New Rebate Point Balance 10,729

10,730 Rebates to expire on statement date in May 2008

Remember you earn one point for all your purchases plus an additional two points for common business purchases. Common business purchases include purchases made at gas stations, hardware stores, home improvement stores, office supply stores and restaurants.

TRANSACTIONS

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Debit
04/15	24482159106769010207510	FRYS ELECTRONICS 628 HOUSTON TX		\$9,079.50
04/15	2442301010650658911750	FEI WEI ASIAN DINER-CD SUGARLAND TX		25.01
04/16	24055235108207550200147	MISTER CAR WASH 11 2512550000 TX		108.06
04/17	2409210010000035577229	SHELL OIL 27541224005 SUGAR LAND TX		83.17
04/19	2405220109200029700365	MISTER CAR WASH 2 77134510541 TX		8.59
04/18	24092150105000460457809	SHELL OIL 27541498709 HOUSTON TX		10.00
04/10	24455310110120000263763	DIAMOND 928 SHAMROCK HOUSTON TX		8.82
04/20	24422000110115000182536	MAGNOLIA BAR & GRILL HOUSTON TX		67.20
04/21	2405523511100545600101	MISTER CAR WASH 2 77104610541 TX		4.99
04/21	2440140811700453030094	USPS 4841480041 HOUSTON TX		70.00
04/21	24445000112437871833204	AUTOCONE #1444 HOUSTON TX		10.81
04/22	24445716118433105114412	KROGER #934 619 MISSOURI CITY TX		12.25
04/22	24465016113120000258041	DIAMOND 928 SHAMROCK HOUSTON TX		41.22
04/22	24465016113120000258040	DIAMOND 928 SHAMROCK HOUSTON TX		83.82
04/23	24092000113235110235558	BEST BUY 00001930 SUGARLAND TX	1701.88	
04/22	24465016119120000057893	DIAMOND 928 SHAMROCK HOUSTON TX		29.50
04/21	24090000114011601118122	PIER 1 00059014 000-245455 TN		629.44
04/23	24510436114004040222500	HEB GAS STATION #474 MISSOURI CITY TX		45.57
04/24	24761678116875446015863	TACQUERIA CANCUN #4 HOUSTON TX		14.50
04/25	2475222411622854900105	TIME CLEANERS 281277800 TX		44.44
04/25	24761078115581050097628	PIER ONE KIDS 0161578 SUGAR LAND TX		240.58
04/25	24225386110520329042295	WM SUPERCENTER MISSOURI CITY TX		500.00
04/25	24225386110520329042297	WM SUPERCENTER MISSOURI CITY TX		149.83
04/28	24184078110091007543095	TARGET 00013589 MISSOURI CITY TX		245.55
04/25	24184078116091011441260	TARGET 00013559 MISSOURI CITY TX		60.59
04/25	24184078116091008454143	TARGET 00012599 MISSOURI CITY TX		760.49
04/29	24270760110289000070163	ROBERT C MAO MD, PA 2812550800 TX		90.00
04/25	24325016118605650102937	FEI WEI ASIAN DINER-CD SUGARLAND TX		11.53
04/25	24445000117442312429830	CVS PHARMACY #474 003 MISSOURI CITY TX		10.00
04/28	24445000117442312429835	JOHNNY CARINO #20 MISSOURI CITY TX		28.42
04/27	24164078117091007504817	TARGET 00017853 SUGARLAND TX		532.46
04/28	2461043611600408044119	HEB GROCERY #474 MISSOURI CITY TX		236.93
04/27	24445000110443462349490	PRIVATE MIN-STORAGE #100 STAFFORD TX		25.44

EXHIBIT A

This Statement is a Facsimile - Not an original

Address Change Request

Please provide information below only if the address information on item is incorrect.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Interest Rate (see Form 1099-INT)
You are allowed to make changes to your interest rate by using the
Interest Rate Change Request form. You must provide information on item 1a
of this form to make changes to your interest rate.

Qualifying Payment (see Form 1099-INT)
You must provide information on item 1b of this form to make changes to
your interest rate. You must provide information on item 1b of this form
to make changes to your interest rate. You must provide information on
item 1b of this form to make changes to your interest rate. You must
provide information on item 1b of this form to make changes to your
interest rate.

Account Information (see Form 1099-INT)
You must provide information on item 1c of this form to make changes to
your interest rate. You must provide information on item 1c of this form
to make changes to your interest rate. You must provide information on
item 1c of this form to make changes to your interest rate. You must
provide information on item 1c of this form to make changes to your
interest rate.

Check or Debit Card Information (see Form 1099-INT)
You must provide information on item 1d of this form to make changes to
your interest rate. You must provide information on item 1d of this form
to make changes to your interest rate. You must provide information on
item 1d of this form to make changes to your interest rate. You must
provide information on item 1d of this form to make changes to your
interest rate.

Confidential Payments (see Form 1099-INT)
You must provide information on item 1e of this form to make changes to
your interest rate. You must provide information on item 1e of this form
to make changes to your interest rate. You must provide information on
item 1e of this form to make changes to your interest rate. You must
provide information on item 1e of this form to make changes to your
interest rate.

Annual Interest Rate (see Form 1099-INT)
You must provide information on item 1f of this form to make changes to
your interest rate. You must provide information on item 1f of this form
to make changes to your interest rate. You must provide information on
item 1f of this form to make changes to your interest rate. You must
provide information on item 1f of this form to make changes to your
interest rate.

Explanation of Interest Changes (see Form 1099-INT)
You must provide information on item 1g of this form to make changes to
your interest rate. You must provide information on item 1g of this form
to make changes to your interest rate. You must provide information on
item 1g of this form to make changes to your interest rate. You must
provide information on item 1g of this form to make changes to your
interest rate.

To get the daily balance for each day of the current billing cycle, we take the beginning
balance for that cycle, add any new transactions or other debits (including fees, credits,
dividend changes and other payments), subtract any payments or credits, and make other
adjustments. Transactions are added to the beginning balance, but they are not added to
the ending balance until they are added to your account, at a later date or end of the
billing cycle. If the ending balance is a debit, it is the amount you owe us. If the ending
balance is a credit, it is the amount we owe you. If the ending balance is a debit, it is
the amount you owe us. If the ending balance is a credit, it is the amount we owe you.

To get your total periodic finance charge for a billing cycle when a daily periodic rate (d)
applies, we add all of the daily periodic finance charges for all accounts. In calculating the
daily periodic finance charge, we use the daily periodic rate for the number of days in
the billing cycle. If you have a variable rate, we use the rate for each day. We multiply
the daily periodic rate by the number of days in the billing cycle to get the periodic
rate for the billing cycle. We then multiply the periodic rate by the number of days in
the billing cycle to get the daily periodic rate for the billing cycle. We then multiply
the daily periodic rate by the number of days in the billing cycle to get the periodic
rate for the billing cycle. We then multiply the periodic rate by the number of days in
the billing cycle to get the daily periodic rate for the billing cycle.

Great Federal Bank (GFB)
We reserve the right to change our interest rate, or to change our interest rate
from time to time. We reserve the right to change our interest rate, or to change
our interest rate from time to time. We reserve the right to change our interest
rate, or to change our interest rate from time to time. We reserve the right to
change our interest rate, or to change our interest rate from time to time.

The only way you can get your interest rate changed is by using the
Interest Rate Change Request form. You must provide information on item 1a
of this form to make changes to your interest rate. You must provide information
on item 1a of this form to make changes to your interest rate. You must provide
information on item 1a of this form to make changes to your interest rate. You
must provide information on item 1a of this form to make changes to your interest
rate.

Also, for each Qualifying Payment (see Form 1099-INT)
You must provide information on item 1b of this form to make changes to
your interest rate. You must provide information on item 1b of this form
to make changes to your interest rate. You must provide information on
item 1b of this form to make changes to your interest rate. You must
provide information on item 1b of this form to make changes to your
interest rate.

Account Information (see Form 1099-INT)
You must provide information on item 1c of this form to make changes to
your interest rate. You must provide information on item 1c of this form
to make changes to your interest rate. You must provide information on
item 1c of this form to make changes to your interest rate. You must
provide information on item 1c of this form to make changes to your
interest rate.

Check or Debit Card Information (see Form 1099-INT)
You must provide information on item 1d of this form to make changes to
your interest rate. You must provide information on item 1d of this form
to make changes to your interest rate. You must provide information on
item 1d of this form to make changes to your interest rate. You must
provide information on item 1d of this form to make changes to your
interest rate.

Confidential Payments (see Form 1099-INT)
You must provide information on item 1e of this form to make changes to
your interest rate. You must provide information on item 1e of this form
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interest rate.

Annual Interest Rate (see Form 1099-INT)
You must provide information on item 1f of this form to make changes to
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Explanation of Interest Changes (see Form 1099-INT)
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provide information on item 1g of this form to make changes to your
interest rate.

To get the daily balance for each day of the current billing cycle, we take the beginning
balance for that cycle, add any new transactions or other debits (including fees, credits,
dividend changes and other payments), subtract any payments or credits, and make other
adjustments. Transactions are added to the beginning balance, but they are not added to
the ending balance until they are added to your account, at a later date or end of the
billing cycle. If the ending balance is a debit, it is the amount you owe us. If the ending
balance is a credit, it is the amount we owe you. If the ending balance is a debit, it is
the amount you owe us. If the ending balance is a credit, it is the amount we owe you.

To get your total periodic finance charge for a billing cycle when a daily periodic rate (d)
applies, we add all of the daily periodic finance charges for all accounts. In calculating the
daily periodic finance charge, we use the daily periodic rate for the number of days in
the billing cycle. If you have a variable rate, we use the rate for each day. We multiply
the daily periodic rate by the number of days in the billing cycle to get the periodic
rate for the billing cycle. We then multiply the periodic rate by the number of days in
the billing cycle to get the daily periodic rate for the billing cycle. We then multiply
the daily periodic rate by the number of days in the billing cycle to get the periodic
rate for the billing cycle. We then multiply the periodic rate by the number of days in
the billing cycle to get the daily periodic rate for the billing cycle.

Great Federal Bank (GFB)
We reserve the right to change our interest rate, or to change our interest rate
from time to time. We reserve the right to change our interest rate, or to change
our interest rate from time to time. We reserve the right to change our interest
rate, or to change our interest rate from time to time. We reserve the right to
change our interest rate, or to change our interest rate from time to time.

Statement Date: 04/07/06 - 05/06/06  
Account Number: 4248 0151 2281 6745  
Page 2 of 2

TRANSACTIONS (CONTINUED)

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount	Credit	Debit
04/28	243590051 18142284651702	WALGREEN 00034199 MISSOURI CITY TX			23.67
04/27	243330031 10254285017329	DOUBLE DAVES PIZZAWOR 2815003284 TX			24.09
05/01	742665125533000248150	SSO Statement Credit DE	50.00		
		JIMMY W BISSOM			
		TOTAL 4248 0151 2031 6745	50.00		

FINANCE CHARGES

Category	Daily Periodic Rate 29 days in cycle	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	00.00%	0.00%	50.00	\$0.00	\$0.00	\$0.00
Cash advances	05.50%	23.74%	50.00	\$0.00	\$0.00	\$0.00
Total finance charges						50.00

Effective Annual Percentage Rate (APR): 0.00%

Please see information about your account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

This Statement is a Facsimile - Not an original





Page 5 of 16

Statement for account number: 4246 3119 1831 3088

New Balance \$3,110.48 Payment Due Date 04/30/06 Past Due Amount \$0.00 Minimum Payment \$122.00



Amount Enclosed \$ [ ] Make your check payable to Chase Card Services (New address or e-mail? Print on back)

424631191831308800012200006110480000003

880086XZ 1009 C  
JIMMY W BISSOM  
SISSOM ENTERPRISES  
4316 WATERLILY CT  
MISSOURI CITY TX 77459-1654



CARDMEMBER SERVICE  
PO BOX 64014  
PALATINE IL 60094-0114



⑆5000 160 28⑆ 159 14 183 13088 1⑆

**BUSINESS CARD STATEMENT**  
Statement Date: 03/11/06 - 04/10/06  
Payment Due Date: 04/30/06  
Minimum Payment Due: \$122.00  
**CUSTOMER SERVICE**  
In U.S. 1-800-346-6330  
España 1-888-795-0574  
TDD 1-800-955-8050  
Pay by phone 1-800-428-7858  
Outside U.S. call collect 1-800-330-7089

**VISA ACCOUNT SUMMARY** Account Number: 4246 3119 1831 3088  
Previous Balance \$3,695.85 Total Credit Line \$8,000  
Payment, Credits -579.00 Available Credit \$2,489  
Purchases, Cash Debits +\$2,163.18 Cash Advance Line \$1,720  
Finance Charges +\$30.35 Available for Cash \$1,720  
New Balance \$3,110.48  
**ACCOUNT INQUIRIES**  
P.O. Box 15286  
Wilmington DE 19850-5286  
**PAYMENT ADDRESS**  
P.O. Box 94014  
Palatine IL 60094-0114  
**VISIT US AT:**  
[www.chase.com/cards/usa/usa02](http://www.chase.com/cards/usa/usa02)

**TRANSACTIONS**

Trans Date	Reference Number	Merchant Name or Transaction Description	Amount Credit	Amount Debit
03/20	24493868079200331400574	FURNITURESUZZ.COM 912-561-9459 GA		\$1,256.00
03/29	10950850520355465523325	PAYMENT - THANK YOU	70.00	
03/24	24226386088070350094511	SAMS INTERNET 888-746-7728 AR JIMMY W BISSOM		657.18
		TOTAL 4246 3119 1831 3088	\$2,034.18	

**FINANCE CHARGES**

Category	Daily Periodic Rate	Corresponding APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee	FINANCE CHARGES
Purchases	V 045975%	18.74%	\$1,429.77	\$20.28	\$0.00	\$20.28
Cash advances	V 065935%	23.74%	\$0.00	\$0.00	\$0.00	\$0.00
Promotions	003220%	2.99%	\$3,590.02	\$10.07	\$0.00	\$10.07
Total finance charges						\$30.35

Effective Annual Percentage Rate (APR): 6.76%  
Please see information about Your Account section for balance computation method, grace period, and other important information.  
The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.  
This Effective APR represents your total finance charges - including transaction fees - expressed as a percentage.

**IMPORTANT NEWS**

Pay your taxes the fast and easy way. Just use your Business Card to pay your federal and state income taxes. Visit [www.officialpayments.com/ChaseBiz](http://www.officialpayments.com/ChaseBiz) or call 1-800-2PAY-TAX for details.  
Sign up for FREE Employee Cards and simplify the way you manage your business. Yet cut out employee spending limits and back spending online. That means one bill to pay and no employee reimbursement checks. Call 1-800-346-6338 today to add Additional Cardmembers to your company account.

This Statement is a Facsimile - Not an original

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Address Change Request

Please provide information below only if the address information on front is incorrect

Street Address: \_\_\_\_\_
City: \_\_\_\_\_
State: \_\_\_\_\_
Zip: \_\_\_\_\_
Home Phone: \_\_\_\_\_
Work Phone: \_\_\_\_\_
E-mail Address: \_\_\_\_\_

Important About Your Account
Last of Month Billing: Please read your bill or check immediately by using the Customer Service number listed on the front of your statement. Address any change requests to credit you. You can reach us online by visiting our website your account page.

Continuity of Payments: For payments by check or U.S. mail, send at least your minimum payment by our next bill due date to avoid late charges. For payments by credit card, you must pay your bill by the due date to avoid late charges. If you are having difficulty making your payments, please contact us at 1-800-828-8288. We will work with you to help you get back on track. We will not report late payments to credit bureaus unless you have not made your minimum payment for 90 days. We will not report late payments to credit bureaus unless you have not made your minimum payment for 90 days. We will not report late payments to credit bureaus unless you have not made your minimum payment for 90 days.

the only way that you can prevent this is to pay your bill by the due date. If you do not pay your bill by the due date, we will report late payments to credit bureaus. We will not report late payments to credit bureaus unless you have not made your minimum payment for 90 days. We will not report late payments to credit bureaus unless you have not made your minimum payment for 90 days. We will not report late payments to credit bureaus unless you have not made your minimum payment for 90 days.

Account Information Requested for Credit Review: We may request information about your account to help us review your account. This request is made to help us review your account. This request is made to help us review your account. This request is made to help us review your account. This request is made to help us review your account.

Check Payment Information: We reserve the right to electronically collect your check payment. We reserve the right to electronically collect your check payment. We reserve the right to electronically collect your check payment. We reserve the right to electronically collect your check payment.

Account Payment Methods: If you use a credit card to pay your bill, we will bill you each month. If you use a credit card to pay your bill, we will bill you each month. If you use a credit card to pay your bill, we will bill you each month. If you use a credit card to pay your bill, we will bill you each month.

Payment of Finance Charges: We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method.

Minimum Payment: The minimum payment is the amount you must pay each month. The minimum payment is the amount you must pay each month. The minimum payment is the amount you must pay each month. The minimum payment is the amount you must pay each month.

Payment of Finance Charges: We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method.

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Payment of Finance Charges: We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method. We calculate finance charges using the adjusted balance method.

Use the enclosed checks

4.99%\*

fixed APR until the balance is paid in full.

Use these checks to take advantage of this super-low rate today.

- Save by transferring balances from higher APR accounts.
- Improve productivity by purchasing some new office equipment.
- Pay for inventory supplies.
- Make a tax or payroll payment.

These checks are ready to go. You can write them for any amount up to the unused portion of your credit line. Don't miss out — great rates like this don't come around every day.

\*See "Important Information" section below for more details.

MARKT0169

This check is valid for all purposes after 07/20/2006

JIMMY W SISSOM  
SISSOM ENTERPRISES  
4315 WATERLOO CT  
MISSOURI CITY TX 77409-1654

1445

DATE 099 56-1551-441

Pay To The Order Of

VOID VOID VOID VOID VOID

THIS DOCUMENT CONTAINS AN ORIGINAL WATERMARK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY

Payable through First USA Management Services Inc. Delaware OH 43015

VOID 200 SIGNATURE

⑆04411551⑆⑆32519183130885⑆1445

This check is valid for all purposes after 07/20/2006

JIMMY W SISSOM  
SISSOM ENTERPRISES  
4315 WATERLOO CT  
MISSOURI CITY TX 77409-1654

1446

DATE 099 56-1551-441

Pay To The Order Of

VOID VOID VOID VOID VOID

THIS DOCUMENT CONTAINS AN ORIGINAL WATERMARK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY

Payable through First USA Management Services Inc. Delaware OH 43015

VOID 200 SIGNATURE

⑆04411551⑆⑆32519183130885⑆1446

IMPORTANT INFORMATION

The use of the attached checks or drafts will constitute a charge against your credit account.

**Promotional APR:** Your promotional APR will apply only to the enclosed checks and will remain in effect until the balance of the check is paid in full.

**Other APR:** The APR on all other transactions and balances on your Account will remain at the applicable rate in accordance with your Cardmember Agreement/Business Card Credit Agreement ("Agreement"). **Transaction Finance Charge:** A fee of 2.9% (minimum \$5.00) applies to the amount of each transaction from this offer. **Right to Rescind:** If checks are part of this offer, checks that post after the void date printed on the check or that are made payable to us or one of our related banks or companies will be honored. Under certain circumstances (for example, if your account is reported as overdrawn, or if you normally have not yet had the ability or ability to repay the balance), we may decline to process your transaction, in which case you will be notified.

**Payment Allocation:** We may allocate payments to promotional and introductory balances with low APRs before applying payments to higher APR balances. This means the benefit of any promotional or introductory rate for any promotional period stated in this offer may vary based on the amount of your monthly payments and the APR on other balances on this account. **Offer End Date:** To take advantage of an introductory or promotional rate for any promotional period stated in this offer (if applicable), the transactions from this offer must be to your account by the posting date disclosed. Transactions that post after that date will post at the applicable terms (for example, APR and transaction fee) stated in your Agreement or any subsequent change in terms, or will be classified, **Default:** Any introductory, promotional, or standard APRs are contingent on your complying with the terms of your account. For example, if your payment on any amount or less in us or any of our related banks or companies is not received by the time and date your payment is due on your account is credited or if a payment to us is not received by your bank, the introductory, promotional, or standard APR may end and the APR on all balances on your account will adjust to the applicable rate and become effective as determined by your Agreement and any subsequent change in charges to your account terms. **Grace Period:** Except for purchases made with your card, a grace period will not apply to transactions from this offer. **Two Cycle Billing Arrangement:** If your account has two-cycle billing, in one billing cycle (the "Current Cycle") you carry a Purchase balance from the previous cycle, the APR applied to each carried balance will be the Current Cycle's APR for Purchase. **Amounts:** For further details about terms or conditions of your account, please refer to your Agreement. **Other Terms:** Any special benefits of this offer apply to transactions from this offer only. If you pay any disputed amounts you may lose your right to dispute them. This offer is not valid if your Account has been converted to any other product type such as a "co-brand" or other "rewards" account. If applicable, only checks that we issue for your account are valid. Other offers may supersede this offer.

03210659

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FEDERAL PAYMENT ACT OF 1987 - FEDERAL RESERVE BANK OF

X

ENDORSE HERE

TO: JOHN W. SMITH, JR. 12345 MAIN ST. N. W.  
ALBUQUERQUE, NM 87102-1234

X

ENDORSE HERE

TO: JOHN W. SMITH, JR. 12345 MAIN ST. N. W.  
ALBUQUERQUE, NM 87102-1234

FEDERAL PAYMENT ACT OF 1987 - FEDERAL RESERVE BANK OF

19-2006 14:54 FROM-HSBC

1-601 P 0047414 F-611

ATTACH MASTERCARD STATEMENT

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5491-0906-1325-9026	MINIMUM PAYMENT*	\$43.00	PREVIOUS BALANCE	\$0.00
TOTAL CREDIT LIMIT	\$5,000	CURRENT PAYMENT DUE*	\$43.00	PAYMENTS/CREDITS	50.00
TOTAL CREDIT LIMIT AVAILABLE	\$205	PAYMENT DUE DATE	05/04/06	PURCHASES/DEDITS	\$4,294.14
CASH CREDIT LIMIT	\$2,500			FINANCE CHARGE	\$0.00
CASH LIMIT AVAILABLE	\$205			NEW BALANCE	\$4,294.14
STATEMENT DATE	04/14/06				

\*See reverse side for an explanation of these amounts.

Cash Credit Limit is a portion of the Total Credit Limit

TRANSACTION SUMMARY (For additional transaction details go to www.hsbcpremiercard.com)

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHANGES	CREDITS
07/12/03	07/21	PEI WEI ASIAN DINER-00	SUGARLAND TX	\$28.79	
03/28/03	03/30	HAL MARTIN'S	HOUSTON TX	\$1,217.00	
03/29/03	03/30	TARGET	MISSOURI	\$231.25	
04/01/04	04/03	BEST BUY	AUSTIN TX	\$707.91	
04/01/04	04/03	IRON CACTUS	AUSTIN TX	\$49.19	
04/01/04	04/05	MICHAEL SPINKS ATTORNE	AUSTIN TX	\$49.30	

MAIL PAYMENTS TO: HSBC CARD SERVICES PO BOX 17332 BALTIMORE MD 21297-1332

QUESTIONS? 24-HOUR CUSTOMER SERVICE 1-888-385-8016

MAIL INQUIRIES TO: HSBC CARD SERVICES PO BOX 86026 CALIFAS CA 91912-0026

OUTSIDE USA COLLECT: 1-716-841-7141 TDD HEARING IMPAIRED: 1-800-655-9192 Manage your account online at: www.hsbcpremiercard.com

140201 14 000000400 0 STATE D PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5491-0906-1325-9026 New Balance \$4,294.14 Payment Due Date 05/04/06 Current Payment Due \$43.00

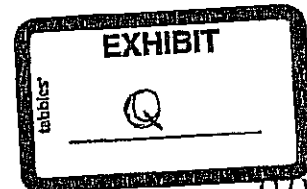
Make checks payable to HSBC CARD SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount Enclosed

JIMMY W SISKON 4315 WATERLILY CT MISSOURI CITY TX 77459-1654

HSBC CARD SERVICES PO BOX 17332 BALTIMORE MD 21297-1332

549100861325902600004294148



AFFIDAVIT OF JIMMY SISSOM

THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this date personally appeared JIMMY SISSOM, who being by me duly sworn, deposed and on oath stated:

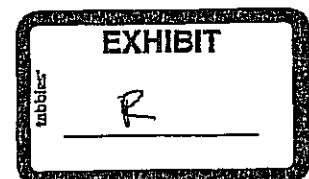
"My name is Jimmy Sissom, and I am over twenty-one (21) years of age, of sound mind and in all respect I am competent to make this Affidavit.

Moving/Garage Sale

My family and I held a moving/garage sale at our home at 4315 Waterlily Court, Missouri City, Texas, on or about June 3 and 4, 2006. To the best of my knowledge, no relatives or related parties purchased any items at the moving/garage sale. The sales were made on a cash only basis and to unrelated third parties that attended the moving/garage sale. I do not know who these purchasers were as numerous persons attended who were unknown to me.

To the best of my recollection, the following is a description of the items sold at or disposed of after the moving/garage sale.

Description	Cash Price
65" Samsung	\$650.00
25" TV/VCR (VCR not working)	125.00
13" TV (1)	50.00
13" TV (2)	50.00
Bose Life	500.00
Sofa Table	150.00
Red Sofa	350.00
Brown Sofa	350.00
Kids' Clothes	220.00
Mom Shoes	160.00
Dad Clothes	200.00
Dining Table with 6 Chairs	1,700.00
Patio Furniture	700.00
Pottery	350.00
Antique Chest	700.00
Armoire	800.00
Bedding	300.00
Theatre Seat	750.00



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Storage Building	150.00
Tool Box	150.00
Racing Bike	350.00
Gun Safe	400.00
Sony Comp	75.00
Dishes	75.00
Playstation	100.00
Pictures	425.00
TV Trays	25.00
Printer	25.00
Computer (1)	100.00
Computer (2)	100.00
King Mattress	150.00
Comp	100.00
Fitness Equipment	600.00
Leopard Print Chair	400.00
2 Green Chairs (together)	150.00
White Wash Arm	225.00
Refrigerator (1)	125.00
Refrigerator (2)	250.00
Glass Dining Table with 6 Chairs	125.00
Kids' Jeep	75.00
Kids' Dump	75.00
Miscellaneous Toys	350.00
Surround Sound System	500.00
Miscellaneous	400.00
Toy Chest	50.00
Kitchen Table	250.00
Mini Bike	125.00
Desk/Hutch	425.00
Floor Lamps	200.00
Miscellaneous Lamps	225.00
Heaters	60.00
Treadmill	250.00
Power Sprayer	75.00
Por Wheels	300.00
Targa Top	200.00
SL500 Top	200.00
SL500 Wheels	250.00
SL 500 Screen	100.00
Skis/board	200.00
Leather Sofa	150.00
Misc Arr	125.00
Paint Sprayer	50.00

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Old Dolls	300.00
Xmas Decorations	250.00
Silk Plants	100.00
Queen Bed	150.00
Freezer	100.00
Oven	150.00
Microwave	125.00
Dishwasher	100.00

**Purpose of Moving/Garage Sale**

The purpose of having the moving/garage sale was to get rid of items that were no longer of use to me or my family. Some of these items were my wife's, some were my children, some were family items, and some were mine.

**Spring Break Vacation - 2006**

My wife and I took our two children on a family vacation for the 2006 Spring Break, from March 12, 2006 through March 18, 2006. We traveled to Las Vegas, Nevada on Southwest Airlines, using mileage rewards, stayed at the Venetian for 3 days, rented a van from Dollar-Rent-a-Car, and drove to Orange County, California and stayed 3 days at the Marriott, took the children to Disneyland, and flew back from Anaheim, California to Hobby Airport on March 18, 2006. We spent approximately \$3,100 using a credit card and a small amount of cash to pay for the vacation.

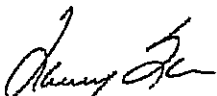
**Hal Martin's Purchase on March 28, 2006**

I purchased a watch from Hal Martin's on or about March 28, 2006 for \$3,227.00 and used my HSBC credit card to pay for the purchase. I gave the watch to James Cullwell, a business associate, as part of a car purchasing transaction. The barter was part of an ordinary business transaction.

**Best Buy Purchase on April 1, 2006**

I made a purchase on April 1, 2006 from Best Buy for \$707.91. I used my HSBC credit card to pay for the purchase. However, I do not remember what was purchased although I have attempted but have been unable to locate a receipt or other documentation.

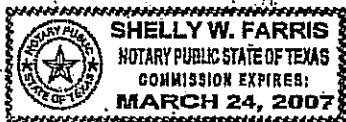
Further Affiant saith not."

  
 \_\_\_\_\_  
 Jimmy Sissom

SUBSCRIBED AND SWORN TO before me on this 7<sup>th</sup> day of November, 2006.

*Shelly Harris*

Notary Public in and for  
The State of Texas



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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**IN RE:**

**JIMMY SISSOM**

**DEBTOR(S)**

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§  
§  
§  
§

**CASE NO. 06-31917-H4-7**

**CHAPTER 7**

**ORDER GRANTING  
TRUSTEE'S AMENDED OBJECTION TO HOMESTEAD AND PERSONAL  
PROPERTY EXEMPTIONS  
UNDER 11 U.S.C. § 522(O) AND THE TEXAS PROPERTY CODE  
(Relating to Docket No. 76)**

CAME ON FOR CONSIDERATION the Trustee's Amended Objection to Homestead and Personal Property Exemptions Under 11 U.S.C. § 522(o) and the Texas Property Code ("Trustee's Amended Objection") and after considering the pleadings on file, the Trustee's Amended Objection and any responses thereto, the evidence presented, and the argument of counsel, the Court is of the opinion and finds that service of the Trustee's Amended Objection was proper and no further notice is necessary and that the Trustee's Amended Objection is meritorious. Accordingly, it is

ORDERED that the Trustee's Amended Objection is granted; Further it is

ORDERED that the value of the Debtor's homestead located at 106 Eight Oaks Drive, Bastrop, Texas 78602 in the amount of \$61,540.99 ("Non-Exempt Homestead Interest") is non-exempt property of the Bankruptcy Estate; Further it is

ORDERED that the Debtor shall turnover the value of the Non-Exempt Homestead Interest to the Trustee within three (3) days of the entry of this Order; Further it is

ORDERED that the 52" Mitsubishi television with television stand and extended warranty and a smaller television, Bose surround sound stereo system, bunk bed bedroom set,

and watch purchased from Hal Martin's ("Consumer Goods") are non-exempt property of the Bankruptcy Estate; Further it is

ORDERED that the Debtor shall turnover the Consumer Goods or the value thereof to the Trustee within three (3) days of the entry of this Order.

**SIGNED this \_\_\_ day of \_\_\_\_\_, 2006.**

---

**Jeff Bohm**  
**United States Bankruptcy Judge**

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