

IN THE DISTRICT COURT FOR COMANCHE COUNTY
STATE OF OKLAHOMA

FILED
COMANCHE COUNTY

2010 MAY 27 A 10:19

STATE OF OKLAHOMA, ex rel,)
KIM HOLLAND, Insurance Commissioner,)

Plaintiff,)

v.)

Case No. CJ-2006-622

JOHN W. HODGE, d/b/a HODGE)
FUNERAL HOME,)

Defendants)

**MOTION OF PLAINTIFF TO APPROVE SETTLEMENT AGREEMENT AND
RECEIVER'S ACCOUNTING AND SUPPORTING BRIEF**

Receiver, State of Oklahoma, ex rel, Kim Holland, Insurance Commissioner, moves the Court to Approve the attached Superseding Settlement and Transfer Agreement ("the Agreement") attached as Exhibit "B" and approve the Interim Accounting of the Receiver attached hereto as Exhibit "C".

STATEMENT OF FACTS

1. On August 9, 2006, this Court appointed Kim Holland, Insurance Commissioner of the State of Oklahoma, Receiver of the Hodge Funeral Home because Mr. Hodge appropriated prepaid funeral trust funds from his Funeral Home. A copy of the Court's Receivership Order is attached as Exhibit "A". In connection with the Court's direction to protect the trust members and rehabilitate the trust, the Receiver has entered into a Superseding Settlement and Transfer Agreement ("the Agreement") with First National Bank of Fletcher, Jay Stephan Bentley ("Mr.

Bentley") and Fletcher-Elgin Funeral Homes, LLC ("Fletcher-Elgin Funeral Homes"). A copy of this Agreement is attached as Exhibit "B".

2. Mr. Bentley and Fletcher-Elgin homes have already as of May 12, 2010, performed funeral services for several trust members who have passed away in the interim at an approximate cost of \$37,552.15. The Receiver has determined that approximately \$130,000 in prepaid services remain to be performed for the prepaid customers Mr. Bentley took over from Mr. Hodge.

3. Mr. Bentley entered into the Agreement to purchase the Hodge Funeral Home and take over the day-to-day running of its business. As part and parcel of the transaction described in the Agreement, Mr. Bentley assumed the business of the Hodge Funeral Home prepaid funeral trust and has promised in the Agreement to provide funeral services to trust members of the Hodge Funeral Home in accordance with their original contract with the Hodge Funeral Home as part of the continuing business of the firm in an amount not to exceed \$130,000. The Receiver believes that the protections provided in the Agreement are the best commercially practicable and available alternative to provide benefits for the victimized members of the Hodge Funeral Home prepaid funeral trust whose funds were misappropriated by John Hodge.

4. Commissioner Holland has provided Mr. Bentley and the Fletcher-Elgin Funeral Home with an interim accounting at the time of the Agreement, stating that the costs of the Receivership through March 31, 2010 equaling \$22,886.60. Mr. Bentley previously paid \$12,500 toward these Receivership expenses per prior agreement and such funds are being held pending closure of the estate and the

Court's order to distribute. The expenses incurred by the Receivership through March 31, 2010, as set out in particular in Exhibit "C" attached.

REQUEST FOR RELIEF

The Receiver therefore requests the Court to:

1. Approve and enforce the Agreement attached hereto as Exhibit "B."
2. Approve the Interim Accounting of the Receiver attached hereto as Exhibit "C."

Respectfully submitted,



KELLEY C. CALLAHAN, OBA 1429
Senior Attorney
Oklahoma Insurance Department
Five Corporate Plaza
3625 N.W. 56th, Suite 100
Oklahoma City, OK 73112
Phone: 405-521-2746
Fax: 405-522-0125

CERTIFICATE OF SERVICE

I hereby certify that on 27th day of May, 2010, a true and correct copy of the above and foregoing document was mailed with proper postage thereon to:

John W. Hodge
702 Hallwood Drive
Fletcher, OK 73541

and

John W. Hodge
228 West Pratt Dr.
Midwest City, OK 73110

Clay Christiansen
Day, Edwards, Propester & Christiansen
210 Park Avenue
Suite 2900
Oklahoma City, OK 73102
Attorney for the First National Bank of Fletcher

Jay Stephen Bentley
Fletcher Elgin Funeral Home
P. O. Box 735
Fletcher, OK 73541


KELLEY C. CALLAHAN

Defendant to contract for prepaid funeral benefits in connection with Defendant's Fletcher, Oklahoma, location and for the purpose of depositing contract proceeds in a trust fund pursuant to Okla. Stat. tit. 36, § 6125 and to act as trustee for individuals contracting to pre-pay Defendant for funeral merchandise and services.

5. Defendant failed to timely correct his erroneously filed 2004 annual report which is a violation of Okla. Stat. tit. 36, § 6128.

6. Defendant failed to timely file his 2005 annual report which is a violation of Okla. Stat. tit. 36, § 6128.

7. Defendant failed to timely complete and file an annual financial examination of the trust for 2005 in violation of Okla. Stat. tit. 36, § 6129.1.

8. Defendant converted trust funded prepaid funeral benefits to insurance funded prepaid funeral benefits without meeting the requirements of Okla. Stat. tit. 36, § 6136.18.

9. Defendant failed to submit withdrawal forms and statements in violation of Okla. Stat. tit. 36, § 6125.

10. Defendant failed to maintain a letter of credit in violation of Okla. Stat. tit. 36, § 6125.

11. Defendant has created a condition that continued operation of the trust would be hazardous to the trust members and should therefore be removed as trustee.

12. The appointment of a receiver will protect the property of trust participants from further danger of mismanagement of the trust.

13. The order for a receiver goes to the operation of the Hodge Funeral Home Prepaid Funeral Benefits Trust only, and not to any daily functions of the funeral home or

meeting other duties owed by the funeral home other than those directly relating to trust accounts.

ORDER

IT IS THEREFORE ORDERED THAT Kim Holland, Oklahoma Insurance Commissioner, is appointed Receiver and Substitute Trustee of the Hodge Funeral Home Prepaid Funeral Benefits Trust to serve without bond and is directed to attempt to rehabilitate the business of the trust, and as Receiver, and Substitute Trustee to:

1. Collect, receive and take exclusive custody, and control, and possession of all records, property and assets of any kind or nature owned beneficially or otherwise by the trust, with full power to sue for, collect, receive and take possession of all bank accounts, brokerage accounts, goods, chattels, rights, deposits, credits, monies, and records of accounts and other papers and property and causes of action of the Hodge Funeral Home Prepaid Funeral Benefits Trust.

2. Conserve, hold and manage all the property subject to this Receivership in order to prevent to the extent possible loss, damage, and injury to the trust beneficiaries who have entered into prepaid funeral benefit contracts with Defendant; to obtain an accounting thereof, and to protect the interest of such beneficiaries and other persons doing business with the trust, as approved by the Court.

3. Make such payments and disbursements from the property subject to this Receivership and to incur such expenses that may be necessary and advisable in discharging her duties as Receiver, and to present to this Court from time to time an accounting of all such payments, disbursements and expenses;

4. Institute, defend, compromise, intervene in, seek stays in, or become a party to such suits, actions or other proceedings at law or in equity as may, in the Receiver's opinion, be necessary for the collection, recovery, protection, maintenance, or preservation of property subject to this Receivership.

IT IS FURTHER ORDERED THAT except by leave of this Court, during the pendency of this Receivership, the Defendant and all prepaid funeral benefit contract holders seeking to establish or enforce a claim, right or interest against or on behalf of the trust, and all others acting for or on behalf of such persons including attorneys, trustees, agents, and others be and hereby are stayed from:

5. Commencing, prosecuting, continuing or enforcing any suit or proceeding against the trust except that such actions may be filed to toll any applicable statute of limitations;

6. Commencing, prosecuting, continuing or enforcing any suit or proceeding in the name of or on behalf of the trust;

7. Accelerating the due date of any obligation or claimed obligation, or taking or attempting to take possession of, or retaining possession of, any property of the trust, or attempting to alter or terminate any interest of the trust in any of its property or assets, whether such acts are part of a judicial proceeding or otherwise;

8. Doing any act or thing whatsoever to interfere with the taking control of, possession or management by the Receiver appointed herein of the property subject to this Receivership, or to in any way harass or interfere with said receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the property and assets of the trust;

IT IS FURTHER ORDERED THAT:

9. Except with respect to this action herein, no person will serve or cause to be served upon the Receiver any legal process, including attachments, garnishments, subpoena, writs of replevin, writs of execution and any other form of process whether described specifically herein or not, without first securing the authorization of this Court or the specific written consent of the Receiver;

10. All banks, savings and loan associations, brokerage firms, institution or other person or entity which has on deposit, in its possession, custody or control any funds, accounts, or any other assets of the trust shall immediately transfer title, custody and control of all such funds or assets to the Receiver and are hereby instructed that the Receiver has absolute control over such accounts and other assets and that the Receiver may change the name on such accounts and other assets, may withdraw them from such bank, savings and loan association, brokerage firm, other institution, person or entity, or take any lesser action necessary for the proper conduct of this Receivership. No bank, savings and loan association, brokerage firm, other institution, person, or entity shall exercise any form of set-off, alleged set-off, lien any form of self-help whatsoever or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court.

IT IS FUTHER ORDERED THAT the Defendant is hereby enjoined during the pendency of this action from directly or indirectly:

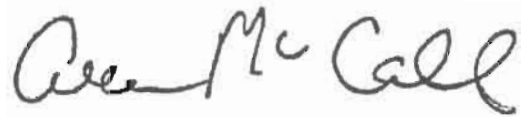
11. Transacting any of the trust's business or the waste or disposition of its assets, or the obtaining of preferences, judgments, attachments, or other liens, or the making of any levy against the trust;

12. Destroying, defacing, transferring, or otherwise altering or disposing of the books, records, accounts, or any other papers of any kind or nature of the trust;

13. Transferring, receiving, altering, selling, encumbering, pledging, signing, liquidating, or otherwise disposing of any assets, funds or property owned, controlled, or in the possession of, or in which an interest is held or claimed by the trust, or the Receiver appointed herein;

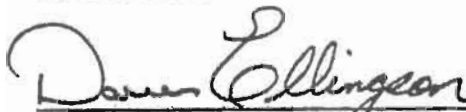
14. Obstructing or interfering with the Receiver appointed pursuant to this Order or her duly authorized agent, in the exercise of their lawful authority under the orders of this Court.

DONE IN OPEN COURT this 9 day of August, 2006.



Judge of the District Court

APPROVED:



DARREN T. ELLINGSON, OBA# 19452
Oklahoma Insurance Department
P.O. Box 53408
2401 N.W. 23rd Street, Suite 28
Oklahoma City, OK 73152-3408
(405) 947-0022
(405) 522-0125 (Facsimile)

I, JOAN WILLIAMS, District Court Clerk in and for Comanche County, Oklahoma hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears of record in the Court Clerk's office of Comanche County, Oklahoma

this 9 day of Aug 20 06

JOAN WILLIAMS, District Court Clerk

By  Deputy

Approved:



JOHN W. HODGE
Defendant

SUPERSEDING SETTLEMENT AND TRANSFER AGREEMENT

This Superseding Settlement and Transfer Agreement ("Superseding Agreement") is made and entered into by and between Kim Holland, Insurance Commissioner, as Receiver and Substitute Trustee of Hodge Funeral Home Prepaid Funeral Benefits Trust ("Commissioner Holland"), First National Bank of Fletcher, Jay Stephen Bentley ("Mr. Bentley") and Fletcher-Elgin Funeral Homes, LLC, the owner and operator of Fletcher-Elgin Funeral Homes ("Fletcher-Elgin Funeral Homes").

A. RECITALS

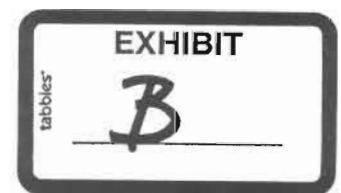
1. Commissioner Holland is currently engaged in litigation in the matter styled as follows:

Cause No. CJ-2006-622; State of Oklahoma, ex rel, Kim Holland, Insurance Commissioner, Petitioner, v. John W. Hodge d/b/a Hodge Funeral Home, Defendant. In the District Court of Comanche County, State of Oklahoma. ("the Receivership Court").

2. First National Bank of Fletcher is currently engaged in a foreclosure action in the matter styled as follows:

Cause No. CJ-2006-667, First National Bank of Fletcher, Oklahoma, Plaintiff, v. John W. Hodge d/b/a Hodge Funeral Home, Defendant. In the District Court of Comanche County, State of Oklahoma.

3. As Receiver, Commissioner Holland has various potential claims against First National Bank of Fletcher involving funds that were misappropriated from the Hodge Funeral Home Prepaid Funeral Benefits Trust ("Trust") by the former Trustee, John W. Hodge, including but not limited to, a letter of credit guaranteeing services for Trust members.



4. First National Bank of Fletcher denies the existence of the various claims or any wrong doing on its behalf and does not concede any liability in connection with any claims by the Receiver.

5. Neither Commissioner Holland nor First National Bank of Fletcher admits to the claims or contentions of the other. Nevertheless, Commissioner Holland and First National Bank of Fletcher have determined that it would be in their respective best interests to settle the claims, disputes and potential causes of action that may or may not exist between them in order to avoid the time, expense and the uncertainty of litigation.

6. Mr. Bentley is an individual who has purchased the Hodge Funeral Home and assumed the business of the Trust. He is the owner/control person of Fletcher-Elgin Funeral Homes.

7. This Superseding Agreement supersedes and replaces the Settlement and Transfer Agreement executed and to be effective October 30, 2006 among Commissioner Holland, First National Bank of Fletcher, Mr. Bentley and Fletcher-Elgin Funeral Homes.

B. AGREEMENT

In consideration of the mutual covenants, warranties, and representations made in this Superseding Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree and bind themselves as follows, subject to approval of the Receivership Court.

1. **Definitions**

In addition to terms defined elsewhere in this Superseding Agreement, the following defined terms are used herein:

a. **Superseding Agreement.** "Superseding Agreement" means this Superseding Settlement and Transfer Agreement together with any exhibits hereto.

b. **Parties and Party.** "Parties" means all the parties to this Agreement, and "Party" refers to any of them.

c. **Trust.** "Trust" means the Hodge Funeral Home Prepaid Funeral Benefits Trust.

d. **Receiver.** "Receiver" means Commissioner Holland, in her capacity as Receiver and Substitute Trustee of the Hodge Funeral Home Prepaid Funeral Benefits Trust.

e. **Receivership.** "Receivership" means the Receivership established in the Receivership Court, Cause No. CJ-2006-622; State of Oklahoma, ex rel, Kim Holland, Insurance Commissioner, Petitioner, v. John W. Hodge d/b/a Hodge Funeral Home, Defendant, in the District Court of Comanche County, State of Oklahoma.

2. **Settlement and Transfer Consideration**

a. First National Bank of Fletcher agrees to only participate in the transfer of the Hodge Funeral Home on the condition that the Trust is included in the

transfer and that certain conditions set by the Receiver are met by the purchaser.

- b. Mr. Bentley entered into the Agreement to purchase the Hodge Funeral Home and take over the day-to-day running of its business. As part and parcel of this transaction, Mr. Bentley assumed the business of the Hodge Funeral Home prepaid funeral trust and made several promises with respect to the prepaid funeral trust funds converted by Mr. Hodge.
- c. Mr. Bentley and Fletcher-Elgin Funeral Homes promise to continue to provide funeral services at no cost to the Trust members whose trust funds have previously been misappropriated equal to the dollar amount each Trust member previously paid to the Trust. Commissioner Holland will determine the identity of the Trust members and the corresponding dollar amount for each member. Said dollar amount at the time of this Superseding Agreement will not exceed One Hundred Thirty Thousand Dollars (\$130,000.00). Continuing fulfillment of this obligation to provide funeral services at no cost to the Trust members whose trust funds have previously been misappropriated shall be an on-going condition of the Fletcher-Elgin Funeral Homes' privilege to hold a pre-paid funeral benefits permit. If Mr. Bentley and/or the Fletcher-Elgin Funeral Homes materially breach this obligation, then the Commissioner shall be entitled to collect liquidated damages in the amount of Thirty Thousand Dollars (\$30,000) jointly and severally from Mr. Bentley and/or the Fletcher Elgin Funeral Home, the amount of damages

that would be sustained by the Commissioner upon such breach being impracticable or extremely difficult to ascertain.

- d. The Receiver acknowledges that Mr. Bentley and Fletcher-Elgin Funeral Home have previously and up to May 12, 2010, provided pre-paid funeral services to Hodge Trust members in the amount of \$37,552.15 in fulfillment of their commitment to victims of the Hodge misappropriation. This \$37,552.15 is not included in the \$130,000 obligation remaining to be discharged.
- e. The Receiver acknowledges that Mr. Bentley and Fletcher-Elgin Funeral Home have previously paid \$12,500 to the Receiver for expenses incurred in the Receivership, and this recitation confirms the payment of said amount.
- f. Mr. Bentley and/or the Fletcher-Elgin Funeral Homes will have no financial obligation to any Trust member whose funds were previously misappropriated if that member chooses to have funeral services performed at a funeral home other than Fletcher-Elgin Funeral Homes.
- g. Mr. Bentley and the Fletcher-Elgin Funeral Homes as a continuing covenant, representation and obligation agree that any sale or transfer of the Fletcher-Elgin Funeral Homes or its business shall carry with it as an essential term and obligation that the purchaser or transferee shall assume and continue forward the obligations of Mr. Bentley and the Fletcher-Elgin Funeral Homes to provide funeral services to any remaining Hodge Funeral Home Trust members to the same extent and in the same manner as promised by Mr. Bentley and Fletcher-Elgin Funeral Homes herein. Any such purchaser

or transferee of the Fletcher-Elgin Funeral Home business that refuses to assume and fully discharge the obligations set out in Paragraph B (2)(c) of this Superseding Agreement shall not receive a permit or be entitled to continue to function as a Permittee under the Oklahoma Prepaid Funeral Services and Funeral Service Merchandise Act.

- h. Mr. Bentley and the Fletcher-Elgin Funeral Homes as a continuing covenant, representation and obligation agree that should the Fletcher-Elgin Funeral Homes file bankruptcy, liquidate or otherwise cease doing regular business, Mr. Bentley and the Fletcher-Elgin Funeral Homes or their successors and assigns, individually and collectively, will exercise their best efforts to work with the Insurance Commissioner to place any remaining unrealized obligations to Hodge Trust members with a funeral home able and willing to continue meeting such obligations.
- i. The Insurance Commissioner will transfer the remaining Hodge pre-paid trust accounts with actual cash balances on deposit to the Fletcher-Elgin Funeral Homes as substitute trustee to become a part of the pre-paid funeral trust of the Fletcher-Elgin Funeral Homes. Such sums shall be placed into the prepaid funeral trust of Fletcher-Elgin funeral home and Fletcher-Elgin Funeral Home will report and account for such amounts in its pre-paid funeral trust annual reports as required by law. Fletcher-Elgin Funeral Homes will perform services in accordance with each such trust member's original contract for services. Any Trust member with an actual cash balance in a trust account may transfer said balance to another funeral home or may

receive a refund in accordance with the Prepaid Funeral Services and Funeral Service Merchandise Act.

- j. Mr. Bentley and Fletcher-Elgin Funeral Homes promise that John W. Hodge and Sharlene Rene Howard will have absolutely no involvement in the operations of Fletcher-Elgin Funeral Homes or its successors or assigns.
- k. Mr. Bentley and the Fletcher-Elgin Funeral Homes promise to obtain and maintain all licensure necessary to operate a funeral home and pre-paid funeral trust within the State of Oklahoma. Furthermore, Mr. Bentley and the Fletcher-Elgin Funeral Homes promise to make all filings in accordance with the Prepaid Funeral Services and Funeral Service Merchandise Act.

3. Release and Covenant Not to Sue

a. Commissioner Holland's Release of Claims. Commissioner Holland hereby expressly agrees that neither she, her successor as Commissioner or Receiver, nor any person on her or her successor's behalf shall now or hereafter institute, maintain, or assert against First National Bank of Fletcher, either directly or indirectly, any lawsuit or other legal or equitable action of any sort, and that she forever releases and discharges First National Bank of Fletcher from any and all causes of action, claims, damages, liabilities, penalties, equitable, legal and administrative relief, interest, demands or rights, known or unknown, whether based on federal, state or local statute, ordinance, regulation, contract, common law or any other source, that have been, could have been, may be or could be alleged or asserted now or in the future by Commissioner Holland or her successor

against First National Bank of Fletcher in the Receivership action or any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicatory body on the basis of, connected with, arising out of, or relating to, in whole or in part, the Receivership action. This release includes any action that could be brought against the letter of credit that was held at First National Bank for the benefit of Trust members. Nothing in this Agreement provides for a release of any claim by any Party against John W. Hodge or Sharlene Rene Howard.

b. Enforcement of the Superseding Agreement. Nothing in this Release shall preclude any action to enforce the terms of this Superseding Agreement.

c. No Admission. Commissioner Holland agrees that First National Bank of Fletcher does not admit any liability or wrongdoing whatsoever by reason of the matters mentioned herein, liability therefore being specifically denied; that this Agreement is being made purely upon a compromise basis by First National Bank of Fletcher to rid itself of potential litigation and to buy peace; and that this Superseding Agreement shall never be used as evidence of liability of First National Bank of Fletcher in any suit, claim or cause of action.

4. Approval of Receivership Court. This Superseding Agreement is expressly conditioned on approval by the Receivership Court. This Superseding Agreement, even if signed by all Parties, does not become final unless and until the order approving this Agreement is entered by the Receivership Court. Commissioner Holland further agrees to promptly notify First National Bank of Fletcher or its

counsel, Mr. Bentley and the Fletcher-Elgin Funeral Homes or their counsel, of the status of the settlement approval process and of all hearing dates or other significant developments of proceedings affecting the approval of this Superseding Agreement.

5. Representations and Warranties. Each Party to this Superseding Agreement represents and warrants to the other Parties the following:

a. That such Party is adequately represented by competent counsel or advisors in connection with the execution and delivery of this Superseding Agreement and in any and all matters relating thereto;

b. That in executing this Superseding Agreement, such Party has relied upon such Party's own judgment and the advice of such Party's own attorneys or advisors; that such Party has not been induced to sign or execute this Superseding Agreement by promises, agreements, or representations not expressly stated herein; and that such Party has freely and willingly executed this Superseding Agreement and expressly disclaims reliance upon any facts, promises, undertakings, or representations made by any other Party or any other Party's attorney prior to the effective date of this Superseding Agreement;

c. That such Party's respective consent to this Superseding Agreement was not procured, obtained, or induced by improper conduct or undue influence;

d. That after investigation and/or consultation with such Party's attorneys or advisors, such Party agrees that this Superseding Agreement is fair, reasonable, and supported by good, valid, and adequate consideration;

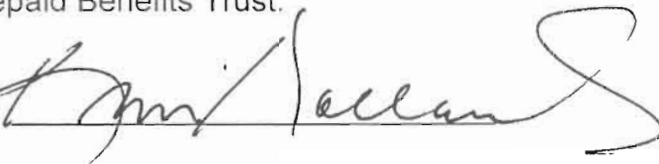
e. That such Party understands and agrees to the terms and conditions of this Superseding Agreement;

f. That each Party is executing this Superseding Agreement in all of the representative capacities described in this Superseding Agreement, that each Party has the requisite authority and consent to execute this Superseding Agreement in all capacities, and that this Superseding Agreement is binding upon such Party and its Affiliates.

6. Choice of Law. The Parties understand and agree that this Superseding Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Oklahoma. Furthermore, the Parties agree that the Receivership Court shall retain exclusive jurisdiction to enforce the Superseding Agreement, and to resolve all disputes that may arise concerning such Superseding Agreement.

EXECUTED TO BE EFFECTIVE THIS THE 25th day of May, 2010.

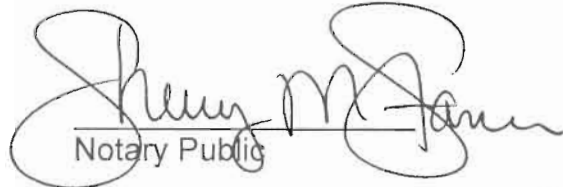
Kim Holland
Insurance Commissioner
As Receiver of the Hodge Funeral Home
Prepaid Benefits Trust.

By: 

State of Oklahoma §
County of Oklahoma §

This instrument was acknowledged before me on this 25th day of May, 2010 by Kim Holland, Insurance Commissioner, as Receiver of Hodge Funeral Home Prepaid Funeral Benefits Trust.




Notary Public

My Commission Expires: 010/0294

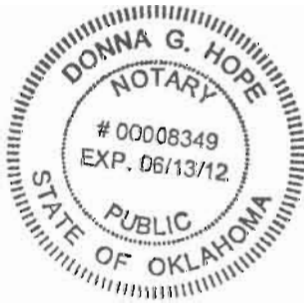
First National Bank of Fletcher

By: Bob Bridges, ZVP

Printed Name: Bob Bridges

State of Oklahoma §
County of Grady §

This instrument was acknowledged before me on this 25 day of May, 2010, by Bob Bridges, as authorized representative of First National Bank of Fletcher.



Donna G. Hope
Notary Public
My Commission Expires: _____



Jay Stephen Bentley

State of Oklahoma §

County of Grady §



This instrument was acknowledged before me on this 27th day of May, 2010, by Jay Stephen Bentley.

Erin Hall
Notary Public

My Commission Expires: 6-30-2013



Fletcher-Elgin Funeral Homes, LLC

By:

Jay Stephen Bentley

Printed Name:

Jay Stephen Bentley

State of Oklahoma §

County of Grady §

This instrument was acknowledged before me on this 27th day of May, 2010, by Jay Stephen Bentley, as authorized representative of Fletcher-Elgin Funeral Homes, LLC

Bentley

Erin Hall
Notary Public

My Commission Expires: 6-30-2013

HODGE FUNERAL HOME
 Calculation of Account Balances
 Prepared May 12, 2010

Account Name	Receipts
Benner, Edith M	7,500.00
Bradley, Geraldine	15,000.00
Bradley, Lonnie	7,176.90
Douhit, Clever	2,000.00
Erwin, Curtis	1,500.00
Forguson, Robert	874.78
Gibson, Winnie	6,013.66
Gunn, Agnes	3,080.95
Ham, Betty Jean	4,865.55
Ham, Eldon Grady	4,865.55
Hargrove, Donald	3,090.00
Harrington, Charles	2,000.00
Herrin, Mary L	6,375.08
Hicks, Danny	1,300.00
Huilt, Ima I	5,401.16
Lutonsky, Wayne Paul	6,712.90
Neal, Kathryn	5,200.00
Payette, Christine C	4,712.00
Payne, Mrs J L	4,764.10
Perkins, Elizabeth	4,605.10
Perkins, Teresa c/o Elizabeth Perkins	4,496.10
Pierce, Peggy Lou	4,000.00
Reed, Joann Marie	5,000.00
Seymour, Barbara	4,105.10
Sherrill, Nova	5,063.64
Vantine, Diane	3,063.51
Vantine, Gene	3,063.51
Sub-Total	125,829.59
Services Performed by Bentley	
Arthur, Ruby	4,692.25
Dees, Lola	5,738.45
Delver, Irene	7,959.81
Glass, Billie B	5,113.92
Mills, Vonceile J Estate c/o Rocky Wilson	5,455.73
Mansel, David H	5,090.99
Wise, Irene	3,501.00
Sub-Total	37,552.15
Overpayments on Services Performed	
Dees, Lola	1,360.91
Harrold, Alice	3,239.02
Hogg, Bernice	4,507.00
Schulte, Clarence	3,095.89
	12,202.82
Grand Total	175,584.56

