

BEFORE THE ARKANSAS SECURITIES COMMISSIONER

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ARKANSAS SECURITIES DEPT.

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IN THE MATTER OF:  
MONEY IN THE BANK, INC.,  
SUN VEST, LLC, AND  
JAMES B. BANNING

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CASE NO S-11-0302

**REQUEST FOR CEASE AND DESIST ORDER**

The Staff of the Arkansas Securities Department (“Staff”) received information and has in its possession certain evidence that indicates Money in the Bank, Inc., Sun Vest, LLC, and James B. Banning have violated provisions of the Arkansas Securities Act (“Act”), Ark. Code Ann. § 23-42-101 through § 23-42-509.

**Administrative Authority**

1. This matter is brought in connection with violations of sections of the Act and is therefore properly before the Arkansas Securities Commissioner (“Commissioner”) in accordance with Ark. Code Ann. § 23-42-209.

**Respondents**

2. Money in the Bank, Inc. (“Money in the Bank”) is an Arkansas corporation. Money in the Bank is not registered with the Arkansas Securities Department (“Department”) in any capacity.

3. Sun Vest, LLC (“Sun Vest”) is an Arkansas limited liability corporation. Sun Vest is not registered with the Department in any capacity.

4. James B. Banning (“Banning”) is a resident of Hot Springs, Arkansas. Banning is an organizer and the president of Money in the Bank. Also, Banning is an organizer and the managing member of Sun Vest. Banning is not registered with the Department in any capacity.

#### **Facts Supporting Cease and Desist Order**

5. From Arkansas, Money in the Bank, Sun Vest, and Banning offered and sold securities to numerous residents of other states. In exchange for investing money in their plan or scheme, Money in the Bank, Sun Vest, and Banning provided these investors with promissory or equity participation notes. The investment money was supposed to be used by Money in the Bank, Sun Vest, and Banning to purchase real property, primarily in Arkansas, at tax delinquency sales. Once the real property was purchased and the redemption period passed, the property would be repaired or improved. After adequate repairs or improvements were completed, Money in the Bank, Sun Vest, and Banning would find a third party to rent the property or owner finance the property until the third party could obtain a refinancing mortgage loan. Money in the Bank, Sun Vest, and Banning were to use investor money to purchase the property, manage the repair or improvement of the property, and select the third party renters or purchasers. None of the investors exercised much, if any, control over the purchase and management of the property. In exchange for said management of the property, Money in the Bank, Sun Vest, and Banning were usually to receive 50% of any rents collected and 50% of the profits made from the ultimate sale of the property to third parties. The investors were to receive between 25% and 50% of any rental income or profits from the ultimate sale of the property to third parties. The amount of profit for each property was determined after the investor recovered their initial investment, as well as after the deduction of any costs incurred in obtaining, repairing, improving, and managing the property.

6. On or about April 2009, California Resident 1 through California Resident 3 ("CR1-CR3") purchased \$80,000 in securities from Money in the Bank and Banning. The investment made by CR1-CR3 was represented by the three notes attached hereto as "Exhibits 1-4". One note was dated April 14, 2009, one note was dated April 17, 2009, and two of these notes were dated October 15, 2009. All of the notes were signed by Banning as president of Money in the Bank. Exhibit 1 states that CR1-CR3 will receive a security interest in property located in Nuevo, California. Exhibit 2 states that CR1 will get 25% of the gross profits from the sale of property to be determined later. Exhibits 3-4 are titled Equity Participation Loan Notes, which promise that CR1-CR3 will get a percentage of between 25% and 50% of the rents and profits from the sale of specific property. Pursuant to the verbal agreement between CR1-CR3 and Banning, Exhibits 1, 3, and 4 were issued by Banning to replace Exhibit 2.

7. Between April 2008 and February 2010 Money in the Bank and Banning offered and sold securities to six other persons. These other persons were California Resident 4 through 6 ("CR4-CR6"), Georgia Resident 1 ("GR1"), Florida Resident 1 ("FR1"), and Ohio Resident 1 ("OR1"). The promissory notes for these individuals were all signed by Banning as president of Money in the Bank and are attached hereto as "Exhibits 6-11". Exhibits 4 through 8 all state that the "collateral yet to be determined" would form the basis of the repayment of the promissory notes.

8. On or about April 2007 Arizona Resident 1 ("AR1") invested \$50,000 in securities offered and sold by Sun Vest and Banning. AR1 received a promissory note dated April 26, 2007, signed by Banning as managing member for Sun Vest. This promissory note is attached hereto as "Exhibit 5".

9. The verbal statements of Money in the Bank and Banning and the notes, attached as Exhibits 1-4, 11, and 7-8, omitted and failed to provide CR3, CR5, CR6, and GR1 with full and complete disclosure of material facts, including, but not limited to, the risk of low or no rental income; the risk that no profit would be realized from the sale of the property; the risk that the investor could lose some or all of their investment due to poor business practices; the risk of loss from the destruction of the property through fire, vandalism or natural disaster; the risk of a sharp decline in the property market; the risk that Money in the Bank and Banning would not purchase quality property; the risk that Money in the Bank and Banning would not provide sufficient and enforceable security for the entire amount of the investment; the risk that Money in the Bank and Banning would not properly manage the property and complete the repair or improvement of the property; the risk that Money in the Bank and Banning would not properly determine the correct profits from the sale of the property. In fact, CR5, CR6, and GR1 all told the Staff that Banning focused on the up side or positives of his investment plan or scheme, rather than talking about the risks. If Banning mentioned any risk to these investors, he only used the most general terms.

10. Money in the Bank and Banning made repeated misstatements or misrepresentations about the securities and the investment plan or scheme they offered and sold to investors. GR1 stated to the Staff that Banning led him to believe that his investment would be used to purchase property with residential housing located on it. In fact, GR1 stated that his investment money was used to purchase unimproved property or "bare land." In addition, CR5 and CR6 told the Staff that Banning had led them to believe that they would have some say concerning the property purchased with their investment money. In fact, CR5 and CR6 said they had zero input concerning the purchase and management of any property purchased with their investment

money. Further, CR5 stated that she understood that Banning would use her entire investment to purchase property. However, Banning only used approximately 62.5% of her investment money to purchase property. Banning held the additional money for an extended period without investing it in anything. Finally, Banning refused CR5's request for a return of the balance of her investment money.

11. Banning maintains a website for Money in the Bank with the address of [www.moneyinthebank.co](http://www.moneyinthebank.co). On the home page of this website, Banning briefly describes his investment plan or scheme. On the same page Banning states, "we can provide a more stable and higher rate of return than many typical investments.... We strive for investor satisfaction and offer many low risk options for building sustainable wealth." A copy of the home page is attached hereto as "Exhibit 12". Banning provides no information on any page of the Money in the Bank website to substantiate his claim of a more stable and higher rate of return for his investment plan or scheme. In addition, Banning fails to discuss the many risks involved in his investment plan or scheme on any page of the Money in the Bank website. Further, nothing about Money in the Bank's or Banning's investment plan or scheme can be considered low risk.

12. Money in the Bank, Sun Vest, and/or Banning did not register or obtain any exemption from registration from the Department or the United States Securities and Exchange Commission for any of the securities they offered and/or sold.

13. Money in the Bank, Sun Vest, and/or Banning did not file any paperwork necessary for any of the securities they offered and/or sold to be covered securities under any federal securities statute or the Act.

#### **Applicable Law**

14. Ark. Code Ann. § 23-42-102(15)(A)(i) defines a promissory note as a security.

15. Ark. Code Ann. § 23-42-501 states it is unlawful for any person to offer or sell any security in this state unless: (1) it is registered under this chapter; (2) the security or transaction is exempted under Ark. Code Ann. § 23-42-503 or Ark. Code Ann. § 23-42-504; or (3) it is a covered security.

16. Ark. Code Ann. § 23-42-507(2) states that it is unlawful for any person, in connection with the sale of any security, directly or indirectly, to make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it was made, not misleading.

17. Ark. Code Ann. § 23-42-209(a) states that whenever it appears to the Commissioner, upon sufficient grounds or evidence satisfactory to the Commissioner, that any person has engaged or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule or order under the Act, the Commissioner may summarily order the person to cease and desist from the act or practice.

#### **Conclusions of Law**

18. The promissory and equity participation notes signed by Banning on behalf of Money in the Bank and Sun Vest and offered and sold to CR1 through CR6, GR1, FR1, OR1, and AR1 were securities as defined by Ark. Code Ann. § 23-42-102(15)(A)(i).

19. Money in the Bank, Sun Vest, and Banning did not properly register any securities, file for any exemption, or make any notice filing concerning any covered security with the Department regarding the securities offered and sold from Arkansas to CR1 through CR6, GR1, FR1, OR1, and AR1.

20. The offer and sale of unregistered and non-exempt securities by Money in the Bank, Sun Vest, and Banning to CR1 through CR6, GR1, FR1, OR1, and AR1 constitute multiple violations of Ark. Code Ann. § 23-42-501 by Money in the Bank, Sun Vest, and Banning.

21. The failure of Money in the Bank and Banning to make full and complete disclosure of all the risks involved in the securities and the investment plan or scheme offered and sold by Money in the Bank and Banning to CR3, CR5, CR6, and GA1 were omissions of a material facts in violation of Ark. Code Ann. § 23-42-507(2).

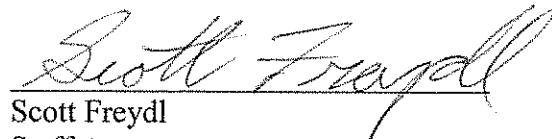
22. Money in the Bank and Banning violated Ark. Code Ann. § 23-42-507(2) when they made misstatements and misleading statements to CR5, CR6 and GR1 as detailed in paragraphs number 10 and 11.

23. The conduct, acts, and practices of Money in the Bank, Sun Vest, and Banning threaten immediate and irreparable public harm. A cease and desist order is in the public interest and is appropriate pursuant to Ark. Code Ann. § 23-42-209(a).

#### **Prayer for Relief**

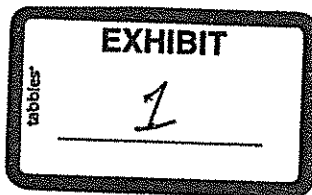
**WHEREFORE**, the Staff respectfully requests that the Commissioner order Money in the Bank, Sun Vest, and Banning to immediately CEASE AND DESIST from offering and/or selling any securities in or from Arkansas until they are properly registered under the Arkansas Securities Act with the Department; and, for all other relief to which the Staff may be entitled.

Respectfully submitted,



Scott Freydl  
Staff Attorney  
Arkansas Securities Department

2/20/13  
Date



## **PROMISSORY NOTE**

**\$40,000.00 USD**

**Date: April 14, 2009**

**Borrower:** Money in the Bank, Inc ("Borrower")

**Lender:** (Note holder A, hereinafter Lender A) which is an company, and whose address is , Rocklin, California 95767 for the principal sum of \$10,244.00, Entrust Retirement Services, Inc, FBO  
(Note Holder B, hereinafter Lender B) whose address is 17171 Park Row, Ste 100, Houston, TX 77084 for the principal sum of \$14,878.00 and Entrust Retirement Services, Inc, FBO  
(Note Holder C, hereinafter Lender C) whose address is 17171 Park Row, Ste 100, Houston, TX 77084 for the principal sum of \$14,878.00. Hereinafter "Lender" shall refer to Lenders A, B and C collectively, unless stated otherwise) ("Lender")

**FOR VALUE RECEIVED,** The Borrower promises to pay to Lender at such address as may be provided in writing to the Borrower, the principal sum of Forty Thousand Dollars and no cents (\$40,000.00 USD beginning April 14, 2009).

**Security:** This note shall be secured by a Deed of Trust recorded against the real property described as Lot 20 MB 201-021 TR 22182, Tax Collector assessment #427420010-6, which has the address of 30710 12<sup>th</sup> Street, Nuevo, California 92567 ("Property")

**Interest rate:** The interest rate on the Note shall be ten percent (10%) annual rate of interest, compounding monthly.

**Default:** Upon non-payment of any installment hereunder when due, or in case the undersigned or any endorser or guarantor shall die or become insolvent, or make a general assignment for the benefit of creditors, or in case a petition under any of the provisions of the bankruptcy act or any other act for the relief of debtors, or the administration of their affairs shall be filed by or against the undersigned or any endorser or guarantor, or if a receiver of the property of the undersigned, or any endorser or guarantor shall be appointed by any Court, or if a writ of attachment by the trustee process or otherwise, or a restraining order of injunction shall be issued or made against, or affecting any of the property of the undersigned or any endorser or guarantor, then in any such case all liabilities, including this note, of the undersigned to the holders hereof shall, unless holders otherwise elect, become due and payable forthwith. The makers, endorsers and guarantors or other parties hereto and each of them severally waive demand, notice and protest and assent to any extensions of time for payments or other indulgences.

If the Borrower defaults in payment as required under this Note the Security will be immediately provided to Lender and is granted all rights of repossession as a secured party.

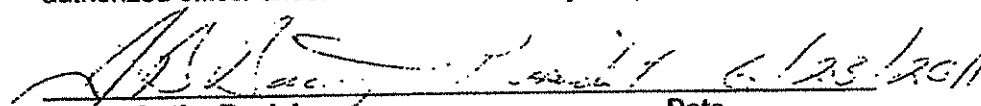
**Rights:** The makers and other parties to this note also agree to pay all costs of collection including attorney fees, and expenses incurred by the holders of this note, including collection of any other liability of undersigned to the holders and the enforcement of any rights of holders hereunder. The holders shall have no duty to exercise any rights hereunder and shall not be liable to anyone by reason of failure to exercise such rights or delay in doing so. No delay of holders in exercising any right hereunder shall constitute a waiver of any such right, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or of any other right.



This Note will be construed in accordance with and governed by the laws of the State of California.

This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF Money in the Bank Inc, has duly affixed its signature by an authorized officer under seal on this 14<sup>th</sup> day of April, 2009.

  
Money in the Bank Inc

Date

  
Witness


Date

\_\_\_\_\_  
Witness

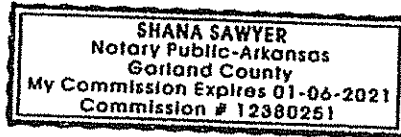
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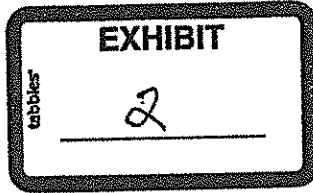
**STATE OF ARKANSAS, COUNTY OF GARLAND**

On June 23rd 2011 before me, JB Banning, President of Money in the Bank, Inc., personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal  (Notary)

My Notary Expires: 01-06-2021





# Promissory Note

\$80,651.58

April 17th, 2009  
Hot Springs Arkansas

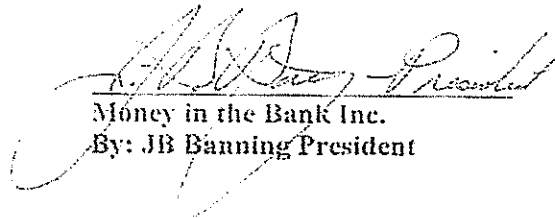
FOR VALUE RECEIVED, the undersigned "Money in the Bank" Inc., aka "MIB" (Borrower) promises to pay to the order of, (Note Holder), at . Ca. 95765 unless Note holder instructs Borrower to make payments at some other place, the sum of Eighty Thousand Six Hundred and fifty one dollars and 58/100 dollars (\$80,651.58). This note and its principal shall be repaid at 25% of the gross profit of deals that MIB invest in. ~~with collateral yet to be determined~~

Borrower has the right to pay down Note in partial payments, with no prepayment penalty.

This note shall be reduced down by mortgages on collateral as it is acquired until collective mortgage balances equal Eighty Thousand Six Hundred and fifty one dollars and 58/100 dollars (\$80,651.58). At which time this note will be released and cancelled.

This Note shall mature on April 17th 2015

71-0851959  
Ein #

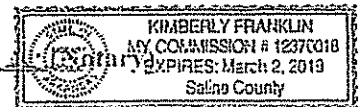
  
Money in the Bank Inc.  
By: JB Banning President

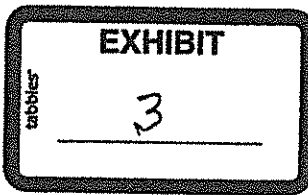
## STATE OF ARKANSAS, COUNTY OF GARLAND

On April 17th, 2009 before me, JB Banning, President for Money in the Bank, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, Kimberly Franklin

My Notary Expires: March 2, 2013





EQUITY PARTICIPATION LOAN NOTE

\$ 15000

Date: 10/15/09

This Note provides for the payment of a percentage of the Net Cash Flow and a percentage of the Net Sales Proceeds upon the sale or transfer of the Property located at 355 Garden, Hot Springs, Arkansas 71901 (Property)

FOR VALUE RECEIVED: the undersigned, "Money in the Bank, Inc" AKA "MIB" (Borrower) promises to pay to the order of (Note Holder A), whose address is ; Rocklin, CA 95765, the principal sum of \$ 15000, Entrust Retirement Services, Inc FBO (Note Holder B) whose address is 17171 Park Row, Suite 100, Houston, TX 77084, the principal sum of \$ 15000 and Entrust Retirement Services, Inc FBO (Note Holder C), whose address is 17171 Park Row, Suite 100, Houston, TX 77084, the principal sum of \$ 15000. (Hereinafter " Note Holder" shall refer to Note Holder A, Note Holder B and Note Holder C collectively unless stated otherwise). Note Holders referred to in the Agreement have contributed the above stated funds to represent the principal amount of this Note.

Additionally, Borrower shall pay to Note Holder an amount equal to fifty percent (50%) of the Net Cash Flow, if any, generated from the rental of the property. Net cash flow is defined as the monthly rental amount less any repair and renovation expense, less management expenses, less any first mortgage payments, less taxes and less insurance. The Net Cash flow, if any, shall be paid quarterly to Note Holder as follows:

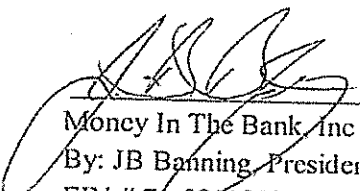
- Note Holder A shall receive 50% of the Note Holder's portion of Net Cash Flow
- Note Holder B shall receive 25% of the Note Holder's portion of Net Cash Flow
- Note Holder B shall receive 25% of the Note Holder's portion of Net Cash Flow

Additionally, at maturity or upon the transfer or sale of the Property Borrower shall pay to Note Holder an amount equal to twenty five percent (25%) of the Net Sale Proceeds which is defined as the total sales price, less closing costs, cost of sale fees (attorney fees, mortgage brokerage fees, appraisals and prepaid items) less any mortgage payoff amount, and less all rehab and repair costs. Neither business overhead (office rental, cell phones or cars) nor labor allocation for the Borrower shall be deducted from the calculation of New Sale Proceeds: likewise for the Note Holder. The net Sale Proceeds shall be paid to Note Holder as follows:

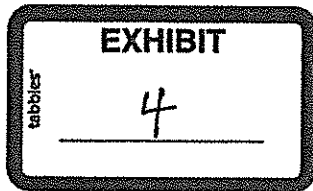
- Note Holder A shall receive 12.5% of the Note Holder's portion of Net Sale Proceeds
- Note Holder B shall receive 6.25% of the Note Holder's portion of Net Sale Proceeds
- Note Holder B shall receive 6.25% of the Note Holder's portion of Net Sale Proceeds

It is agreed that if there shall be default in the payment of the Note at maturity, or of any monthly installment aforesaid, or any part thereof, or if any of the conditions and requirements in the Mortgage securing the Note be not complied with, this Note, at the option of the holder, shall at once become due and payable, without notice. Failure to exercise this option for one or more such defaults shall not constitute waiver of the right to exercise the same in the event of any subsequent default. Payor waives demand, protest, or notice of protest of this note. In case of any such default, the undersigned agrees to pay all costs of collection, including reasonable attorney's fee, whether or not such suit is submitted.

This Note shall mature on April 20<sup>th</sup>, 2015.

  
Money In The Bank Inc  
By: JB Banning, President  
EIN # 71-0851959

10/15/09  
Date:



EQUITY PARTICIPATION LOAN NOTE

\$ 15,000

Date: 10/15/09

This Note provides for the payment of a percentage of the Net Cash Flow and a percentage of the Net Sales Proceeds upon the sale or transfer of the Property located at ~~4019 Marion Anderson, Hot Springs, Arkansas~~ (Property).

FOR VALUE RECEIVED: the undersigned, "Money in the Bank, Inc" AKA "MIB" (Borrower) promises to pay to the order of (Note Holder A), whose address is , Rocklin, CA 95765, the principal sum of \$ 15,000, Entrust Retirement Services, Inc FBO (Note Holder B) whose address is 17171 Park Row, Suite 100, Houston, TX 77084, the principal sum of \$ 15,000 and Entrust Retirement Services, Inc FBO (Note Holder C), whose address is 17171 Park Row, Suite 100, Houston, TX 77084, the principal sum of \$ 15,000. (Hereinafter "Note Holder" shall refer to Note Holder A, Note Holder B and Note Holder C collectively unless stated otherwise). Note Holders referred to in the Agreement have contributed the above stated funds to represent the principal amount of this Note.

Additionally, Borrower shall pay to Note Holder an amount equal to fifty percent (50%) of the Net Cash Flow, if any, generated from the rental of the property. Net cash flow is defined as the monthly rental amount less any repair and renovation expense, less management expenses, less any first mortgage payments, less taxes and less insurance. The Net Cash flow, if any, shall be paid quarterly to Note Holder as follows:

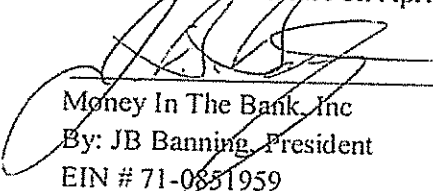
- Note Holder A shall receive 50% of the Note Holder's portion of Net Cash Flow
Note Holder B shall receive 25% of the Note Holder's portion of Net Cash Flow
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Additionally, at maturity or upon the transfer or sale of the Property Borrower shall pay to Note Holder an amount equal to twenty five percent (25%) of the Net Sale Proceeds which is defined as the total sales price, less closing costs, cost of sale fees (attorney fees, mortgage brokerage fees, appraisals and prepaid items) less any mortgage payoff amount, and less all rehab and repair costs. Neither business overhead (office rental, cell phones or cars) nor labor allocation for the Borrower shall be deducted from the calculation of New Sale Proceeds: likewise for the Note Holder. The net Sale Proceeds shall be paid to Note Holder as follows:

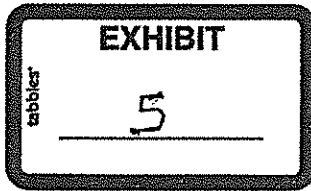
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It is agreed that if there shall be default in the payment of the Note at maturity, or of any monthly installment aforesaid, or any part thereof, or if any of the conditions and requirements in the Mortgage securing the Note be not complied with, this Note, at the option of the holder, shall at once become due and payable, without notice. Failure to exercise this option for one or more such defaults shall not constitute waiver of the right to exercise the same in the event of any subsequent default. Payor waives demand, protest, or notice of protest of this note. In case of any such default, the undersigned agrees to pay all costs of collection, including reasonable attorney's fee, whether or not such suit is submitted.

This Note shall mature on April 20<sup>th</sup>, 2015.

  
Money In The Bank, Inc  
By: JB Banning, President  
EIN # 71-0851959

10/15/09  
Date:



## Promissory Note

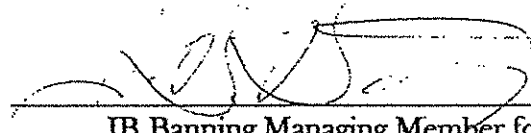
\$50,000.00

Hot Spring Arkansas

Dated: 04/26/2007

For value received, SunVest, LLC who's principal office in at 129 Mesa Trail Hot Springs AR. 71913 promise to pay to the order of Equity Trust Company, Custodian FBO \_\_\_\_\_, IRA account # \_\_\_\_\_ the sum of Fifty thousand dollars (\$50,000.00) and no/100. This note and its principal shall be repaid on a shared appreciation basis with collateral yet to be determined.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year last above written.

  
\_\_\_\_\_  
JB Banning Managing Member for SunVest, LLC

IN WITNESS WHEREOF, the parties to here have executed this agreement on the day and date first above written.

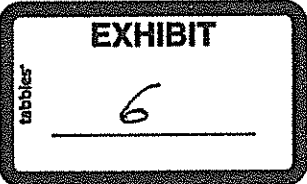
### STATE OF ARKANSAS, COUNTY OF GARLAND

on April 26, 2007 before me, JB Banning Managing Member for SunVest, LLC, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

  
\_\_\_\_\_  
NOTARY PUBLIC





# Promissory Note

\$300,000.00

April 21st, 2008  
Hot Springs Arkansas

FOR VALUE RECEIVED, the undersigned "Money in the Bank" Inc., aka "MIB" (Borrower) promises to pay to the order of END-IRA, Inc. FBO # \_\_\_\_\_, (Note Holder), at 1300 Plaza Court North, Suite 103 Lafayette, Co. 80026 unless Note Holder instructs Borrower to make payments at some other place, the sum of Three Hundred thousand and NO/100 dollars (\$300,000.00). This note and its principal shall be repaid at 25% of the gross profit of deals that MIB invest in, with collateral yet to be determined.

. Borrower has the right to pay down Note in partial payments, with no prepayment penalty.

This note shall be reduced down by mortgages on collateral as it is acquired until collective mortgage balances equal Three Hundred thousand and NO/100 dollars (\$300,000.00). At which time this note will be released and cancelled.

This Note shall mature on April 20<sup>th</sup> 2015

71-0851959  
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Money in the Bank, Inc.  
Money in the Bank Inc.

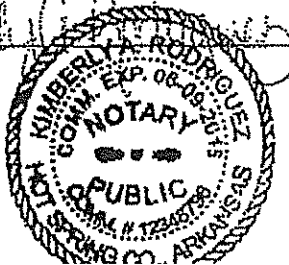
JB Banning President

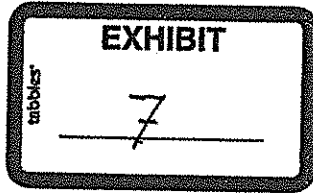
### STATE OF ARKANSAS, COUNTY OF GARLAND

On April 21st, 2008 before me, JB Banning, President for Money in the Bank, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. Kimberly Rodriguez (Notary)

My Notary Expires: 11-9-2010





# Promissory Note

\$18,890.98

April, 10th, 2008  
Hot Springs Arkansas

FOR VALUE RECEIVED, the undersigned "Money in the Bank" Inc., aka "MIB" (Borrower) promises to pay to the order of Equity Trust custodian for the benefit of account # \_\_\_\_\_, (Note Holder), at 225 Burns Rd. Elyria, Oh. 44036 unless Note Holder instructs Borrower to make payments at some other place, the sum of Eighteen thousand eight hundred and ninety and 98/100 dollars (\$18,890.98). This note and its principal shall be repaid at 25% of the gross profit of deals that MIB invest in, with collateral yet to be determined.

Borrower has the right to pay down Note in partial payments, with no prepayment penalty.

This note shall be reduced down by mortgages on collateral as it is acquired until collective mortgage balances equal Eighteen thousand eight hundred and ninety and 98/100 dollars (\$18,890.98). At which time this note will be released and cancelled.

71-0851959  
EIN #

Money in the Bank Inc.  
Money in the Bank Inc.

Leresa McGallagher  
Witness

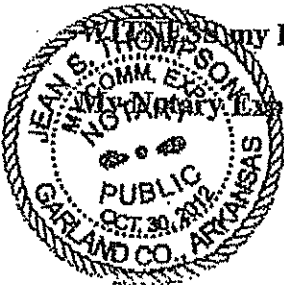
[Signature]  
JB Banning President

## STATE OF ARKANSAS, COUNTY OF GARLAND

On April 10<sup>th</sup>. before me, JB Banning, President for Money in the Bank, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal. [Signature] (Notary)

My Notary Expires: \_\_\_\_\_





# Promissory Note

**\$18,945.22**

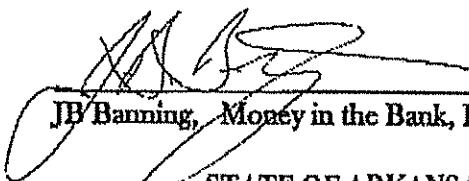
Hot Spring Arkansas  
Dated: 07/28/2008


For value received, the undersigned "Money in the Bank," Inc, aka "MIB" (Borrower) promises to pay to the order of Equity Trust Company, custodian for the benefit of account # IRA, (Note Holder), at 2877 Donamire Lane, Kennesaw, Georgia 30144 unless Note Holder instructs Borrower to make payments at some other place, the sum of Eighteen thousand nine hundred forty five and .22/100 (\$ 18,945.22).

This note and its principal shall be repaid at 25% of the gross profit of deals that MIB invests in, with collateral yet to be determined.

Borrower has the right to pay down Note in partial payments, with no prepayment penalty. This Note shall be reduced down by mortgages on collateral as it is acquired until collective mortgage balances equal Eighteen thousand nine hundred and forty five and .22/100 (\$18,945.22) at which time this note will be released and cancelled.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year last above written.

  
 JB Banning, Money in the Bank, Inc.

  
 Witness

**STATE OF ARKANSAS, COUNTY OF GARLAND**

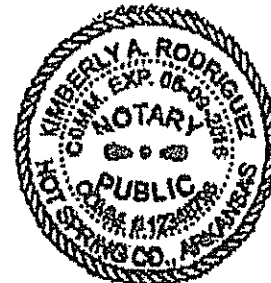
on July 28, 2008 before me, JB Banning , personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

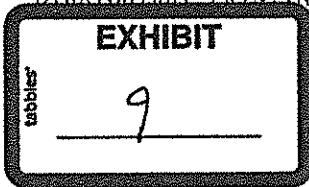
WITNESS my hand and official seal:

  
 NOTARY PUBLIC

My Commission Expires:

12 7 2011





# Promissory Note

**\$8,000**

**Feb.25th, 2010  
Hot Springs Arkansas**

**FOR VALUE RECEIVED**, the undersigned "Money in the Bank" Inc., aka "MIB" (Borrower) promises to pay to the order of Equity Trust Company, Custodian FBO Roth IRA, Account Number \_\_\_\_\_ at Equity Trust Company, 225 Burns Road, Elyria, OH 44035 unless Note Holder instructs Borrower to make payments at some other place, the sum of Eight thousand and 00/100 dollars (\$8000.00). This note and its principal shall be repaid at 50% of the gross profit of a deal that MIB Inc. invests in, with collateral being 133 H L Circle, Hot Springs, Arkansas, 71913-9112.

Borrower has the right to pay down Note in partial payments, with No prepayment penalty.

This note shall be reduced down by mortgages on collateral as it is acquired until collective mortgage balances equal eight thousand and 00/100 dollars (\$8,000.00). At which time this note will be released and cancelled.  
This Note shall mature on Sept.4th, 2015

Ein # 71-0851959

*Money in the Bank Inc*  
Money in the Bank, Inc.

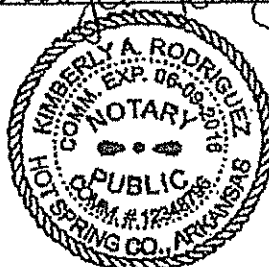
*JB Banning*  
JB Banning President

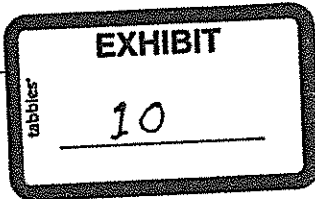
### STATE OF ARKANSAS, COUNTY OF GARLAND

On Feb. 25, 2010 before me, JB Banning, President for Money in the Bank, Inc personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal *Kimberly A. Rodriguez* (Notary)

My Notary Expires: 6-9-2016





RECEIVED  
11 JAN 11 AM 8:41  
ARKANSAS SECURITIES DEPT.

# Promissory Note

\$125,000.00

Aug. 4th, 2008  
Hot Springs  
Arkansas

FOR VALUE RECEIVED, the undersigned Money in the Bank Inc, (Borrower) promises to pay to the order of \_\_\_\_\_ (Note Holder) Columbus, OH 43235-4601, unless Note Holder instructs Borrower to make payments at some other place, the sum of One Hundred and Twenty Five Thousand and NO/100 dollars (\$125,000.00). This note and its principal shall be repaid on a shared appreciation basis with collateral yet to be determined. It is agreed that this note is an equity participation note with of 25% of the net profit after return of capital is to be paid to the Note Holder as properties are sold for cash, refinanced, or the property is sold with owner financing and then the note is sold off in the secondary market.

This note shall be reduced down by mortgages on collateral as it is acquired until collective mortgage balances equal One Hundred and Twenty Five Thousand and NO/100 dollars (\$125,000.00). At which time this note will be released and cancelled.

Ellen Hill

WITNESS

[Signature] - President  
PAYOR

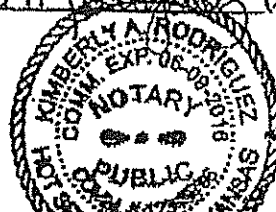
EIN# 71-0851959

## STATE OF ARKANSAS, COUNTY OF GARLAND

On Aug. 4th, 2008 before me, JB Banning, President for Money in the Bank Inc, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal Kimberly A. Rodriguez (Notary)

My Notary Expires: 10-9-2014



copy for file

SOURCE: BANNING



# Promissory Note

\$8,000

Sept.4th, 2008  
Hot Springs Arkansas

FOR VALUE RECEIVED, the undersigned "Money in the Bank" Inc., aka "MIB" (Borrower) promises to pay to the order of Equity Trust Company, Custodian FBO # IRA (Note Holder), at 225 Burns Road, Elyria, OH 44035 unless Note Holder instructs Borrower to make payments at some other place, the sum of Eight thousand and 00/100 dollars (\$8000.00). This note and its principal shall be repaid at 50% of the gross profit of deals that MIB invest in, with collateral yet to be determined.

Borrower has the right to pay down Note in partial payments, with  
No prepayment penalty.

This note shall be reduced down by mortgages on collateral as it is acquired until collective mortgage balances equal eight thousand and 00/100 dollars (\$8,000.00). At which time this note will be released and cancelled.  
This Note shall mature on Sept.4th, 2015

Ein # 71-0851959

*Morgan the Bank Inc.*  
Money in the Bank, Inc.

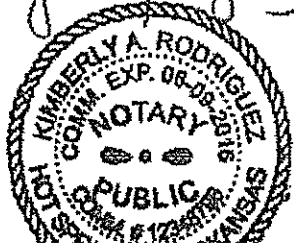
*JB Banning*  
JB Banning President

## STATE OF ARKANSAS, COUNTY OF GARLAND

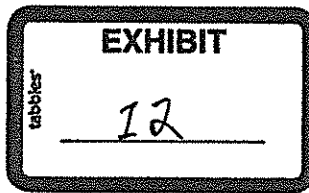
On Sept 4, 2008 before me, JB Banning, President for Money in the Bank, Inc personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. *Kimberly A. Rodriguez* (Notary)

My Notary Expires: 6-9-2016



SOURCE: EQUITY TRUST



[Home](#)
[Our Properties](#)
[Our Staff](#)
[Owner Financing Options](#)
[FAQs](#)
[Testimonials](#)
[Application](#)
[Contact Us](#)
[Highest Bidder](#)

## Welcome to Money in the Bank, Inc!

Money in the Bank, Inc. is similar to Habitat for Humanity but not the same! Habitat for Humanity is a nonprofit and we are for-profit. We work with investors who have grown tired of losing their money in the stock market, or they have "lazy money" in their IRA or Roth IRA. They have partnered with us to purchase homes and other properties. We clean and repair these properties, and return them to society as mended wagons. We frequently owner finance these homes to hard working folks who would not normally qualify for a mortgage but can afford reasonable monthly payments. \*\*\*Disclaimer - We cannot warrant the complete accuracy of website subject to errors, omissions, change in price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice of changes made on each property.\*\*\*

In doing this, we can provide a more stable and higher rate of return than many typical investments. Our practices create win-win situations for the investor, the home buyer and our company. When we give moderate income people a shot at the American dream of home ownership. We find that a person who owns their own home takes better care of the house, looks out for their neighbors, and becomes a better citizen in the process. We strive for investor satisfaction and offer many low-risk options for building sustainable wealth.

If your ready to be a Proud Homeowner and have saved money for a down payment or you have a trade for your downpayment, give us a call. We will work with you if your planning to build, looking for property to put a mobile home on or a house to move into, please give us a call. We will work with you to make your monthly payment fit your budget.

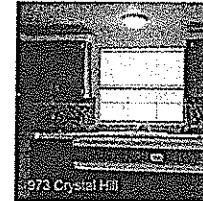
We will finance the term to meet your monthly payment request, (be it 10, 15, 20, or even 30 years) and then will help/refer you to a company that will help to get your credit either repaired, established or restored. This process normally takes 1 to 3 years and after your credit is repaired then we help/refer you to a mortgage company/or bank to get refinanced. It's much easier to get Re-financed than it is to get a New Loan.

We also offer a trade up program, if you start with us and wish to trade your equity in on a diferent house ( one that is larger, nicer, different school, nicer area) then you can do so with us. We have done this with several of our home buyers! Call us for details

We also offer a buy back program: If you are transfered or you need to or want to move, then we will buy back your house or property that you have purchashed thru us. Call us for details. Each property is on a case by case basis.

We also offer a Star Tenant/Payor program that if you have paid us on or before your due date for 12 straight months and you lose your job, we will carry you while you find another job! What this means to you is this, if you lose your Job then you will not lose your home!!! Call us for details.

## Featured Properties



973 Crystal Hill



## What our clients purchase:

- Inherited real estate
- Owner financed real estate notes and mortgages
- Life Insurance Policies
- Settlements and Annuities
- Lottery Winnings