

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION, §

Plaintiff, §

vs. §

Civil Action No.: 3:06-CV-2136-P

ABC VIATICALS, INC., §

C. KEITH LAMONDA, §

and JESSE W. LAMONDA, JR., §

Defendants §

and §

LAMONDA MANAGEMENT FAMILY §

LIMITED PARTNERSHIP, §

STRUCTURED LIFE SETTLEMENTS, INC., §

BLUE WATER TRUST, §

and DESTINY TRUST, §

Relief Defendants. §

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**RECEIVER'S UNOPPOSED MOTION TO SELL VEHICLE  
FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES  
(2005 Chrysler Town & Country)**

TO THE HONORABLE JORGE A. SOLIS, UNITED STATES DISTRICT JUDGE:

Michael J. Quilling, the Receiver appointed in these proceedings, ("Receiver") files this unopposed motion to sell the 2005 Chrysler Town & Country free and clear of all liens, claims, and encumbrances and would respectfully show the Court as follows:

1. On November 17, 2006, the Securities and Exchange Commission ("SEC") initiated these proceedings and requested the appointment of a receiver for the Defendants and Relief Defendants. *Complaint* [Dkt. No. 1]. The Court appointed Michael J. Quilling as

Receiver for those parties and he has continued to serve in that capacity. *Order Appointing Receiver* [Dkt. No. 8].

2. One asset of the Receivership Estate is a 2005 Chrysler Town & Country, VIN #1C4GP45R55B230895, (the “Vehicle”) which is titled in the name of Summit Marketing Consultants, LLC.

3. Since taking possession of the Vehicle, the Receiver has been actively marketing it for sale. As a result of those efforts, he has received an offer from Linda D. Round to purchase the Vehicle as-is for \$3,500.00, subject to this Court’s final approval. The Receiver believes that the purchase price represents the fair market value of the Vehicle in its current condition. Presently, the third row seat is missing, the power lock system does not work, and the vehicle has a dent in the rear bumper. Not taking those factors into account, CarMax offered to purchase the vehicle for \$4,000.00 which is consistent with the Kelley Blue Book resale value. The cost to replace the parts through a dealership, however, would greatly exceed the \$500.00 difference offered by Linda D. Round. The Receiver, therefore, believes that this sale is in the Receivership Estate’s best interest and requests that this Court authorize him to sell the Vehicle to Linda D. Round free and clear of all liens, claims, and encumbrances. To the Receiver’s knowledge, there are no known liens, claims, or encumbrances against the Vehicle.

WHEREFORE, PREMISES CONSIDERED, the Receiver requests that this Court enter an order authorizing him to sell the 2005 Chrysler Town & Country to Linda D. Round and consummate a contract for sale consistent with the foregoing, and for such other and further relief, general or special, at law or in equity, to which the Receiver may show himself justly entitled.

DATED: September 17, 2007

Respectfully submitted,

**QUILLING, SELANDER, CUMMISKEY  
& LOWNDS, P.C.**

2001 Bryan Street, Suite 1800  
Dallas, Texas 75201  
(214) 871-2100 (Telephone)  
(214) 871-2111 (Facsimile)

By: /s/ Brent J. Rodine

Michael J. Quilling  
State Bar No. 16432300  
Brent Rodine  
State Bar No. 24048770

**ATTORNEYS FOR RECEIVER**

**CERTIFICATE OF SERVICE**

A true and correct copy of this motion has been served on all interested parties through the Court's electronic filing system.

A copy will also be posted on the Receiver's website at [www.secreceiver.com](http://www.secreceiver.com).

/s/ Brent J. Rodine

Brent J. Rodine