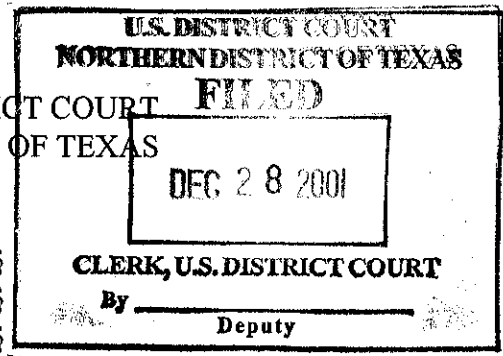


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

VS.

FUNDING RESOURCE GROUP, a/k/a FRG Trust;
QUENTIN HIX; GENE COULTER; STEVEN C.
ROBERTS; MVP NETWORK, INC., a Texas corporation,
a/k/a MVP Network (Trust); FMCI TRUST; FUNDERS
MARKETING COMPANY, INC., a Texas corporation;
RAYMOND G. PARR; WILLARD VEARL SMITH;
EARL D. McKINNEY; FORTUNE INVESTMENTS,
LTD., a Nevada corporation; ROBERT CORD, a/k/a
Robert F. Schoonover, Jr.; WINTERHAWK WEST
INDIES, INC.; IGW TRUST; CAROLYN
DON HICKS; and CARL LaDANE WEAVER,

Defendants,

and

HOWE FINANCIAL TRUST, an Indiana corporation;
TREDS FINANCIAL TRUST; and
MARY ANN BAUCE,

Defendants Solely for Purposes
of Equitable Relief.

**UNOPPOSED MOTION TO APPROVE COMPROMISE
AND SETTLEMENT AGREEMENT WITH HILLCREST BAPTIST CHURCH**

TO THE HONORABLE BARBARA M.G. LYNN, UNITED STATES DISTRICT JUDGE:

COMES NOW, Michael J. Quilling ("Receiver") and files this Unopposed Motion to
Approve Compromise and Settlement Agreement with Hillcrest Baptist Church, Jasper, Texas
("Hillcrest") and in support of such would respectfully show unto the Court as follows:

1. On November 13, 1998, the United States Securities and Exchange Commission ("SEC") initiated Cause No. 3:98-CV-2689-M (the "SEC Proceedings") and, in connection therewith, sought the appointment of a Receiver. By Order dated November 13, 1998, Michael J. Quilling was named as the Receiver as to the Defendants and Equity Relief Defendants named at that time. He continues to serve in that capacity to this day.

2. In connection with performing his duties as Receiver for Defendants and Relief Defendants, the Receiver has traced funds from defrauded investors to Hillcrest. Defendant, Raymond Parr, diverted in excess of \$100,000.00 of investor funds from several receivership entities to Hillcrest. Thereafter, the Receiver initiated discussions with Hillcrest to recover the funds.

3. After extensive arm's-length negotiations an agreement has been reached between Hillcrest and the Receiver regarding the claims of the Receiver. A true and correct copy of the Compromise and Settlement Agreement reached between the parties is attached hereto as Exhibit "1" and incorporated herein by reference for all purposes.

WHEREFORE, PREMISES CONSIDERED, the Receiver requests that the Court approve the Compromise and Settlement Agreement and for such other and further relief, general or special, at law or in equity, to which the Receiver may show himself justly entitled.

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: 

Michael J. Quilling

State Bar No. 16432300

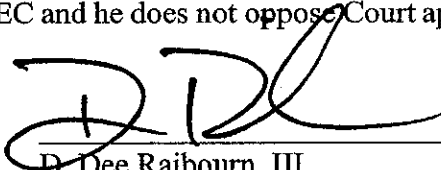
D. Dee Raibourn, III

State Bar No. 24009495

ATTORNEYS FOR RECEIVER

CERTIFICATE OF CONFERENCE

I have conferred with Bob Brunig of the SEC and he does not oppose Court approval of the Compromise and Settlement Agreement.



D. Dee Raibourn, III

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of December, 2001, a true and correct copy of the foregoing document was served via first-class mail, postage pre-paid, on:

Robert B. Brunig
Securities & Exchange Commission
801 Cherry Street, 19th Floor
Fort Worth, Texas 76102

Robert Jackson
102 E. Lamar Street
Jasper, Texas 75951


D. Dee Raibourn, III

SETTLEMENT AGREEMENT - HILLCREST BAPTIST CHURCH

This Settlement Agreement is made by and between Michael J. Quilling ("Quilling"), as Receiver for the Receiver Subjects, as hereafter defined ("Receiver") and Hillcrest Baptist Church, Jasper, Texas ("Hillcrest").

A. On November 13, 1998, the Securities and Exchange Commission filed a lawsuit against several persons and entities styled *S.E.C. v. Funding Resource Group, et al.*, Civ. Action No. 3:98-CV-2689-M (N.D. Tex.) (the "SEC Action").

B. Pursuant to orders entered in the SEC Action, the Receiver was appointed as the receiver for various persons and entities, including FMCI Trust, Funders Marketing Company, MVP Network, Inc., MVP Network Trust, and Raymond G. Parr (collectively, the "Receiver Subjects"), and he continues to serve in that capacity.

C. Pursuant to orders entered in the SEC Action, the Receiver is directed to take custody, possession and control of any and all assets, funds, securities, and properties, real and personal, tangible and intangible, of whatever kind or description and wherever located or situated (the "Receivership Assets") that are owned, possessed or controlled by any of the Receiver Subjects.

D. Pursuant to orders entered in the SEC Action, all persons and entities in active concert or participation with the Receiver Subjects who receive actual notice of the relevant orders are required to promptly deliver and surrender to the Receiver all Receivership Assets.

E. Pursuant to orders entered in the SEC Action, the Receiver is authorized to institute and appear in any lawsuits, actions or other legal proceedings as the legal representative of the Receiver Subjects in order to receive and collect Receivership Assets.

F. Subsequent to his appointment, the Receiver became aware of several transfers of money from Raymond Parr to Hillcrest. The Receiver alleges that from 1996 through 2000, Parr transferred in excess of \$104,327.39 to Hillcrest. In addition, the Receiver believes that these monies constitute receivership assets and should be returned to the estate under either a constructive trust and/or fraudulent transfer theory.

G. Hillcrest denies any wrongdoing or liability. However, the parties desire to avoid the hazards, uncertainties, costs and other risks of litigation. Consequently, the parties have agreed to and do hereby settle and compromise their respective claims and defenses as evidenced and effectuated by this Settlement Agreement.

EXHIBIT 1

NOW, THEREFORE, the parties agree as follows:

1.

Settlement Amount. As a compromise settlement and not as an admission of liability, Hillcrest shall pay to the Receiver \$30,000.00. The Settlement Amount shall be paid within ten days of execution of this Settlement Agreement. The Settlement Amount shall be paid by any method which gives the Receiver access to currently available funds and may include, but is not limited to, wire transfer, personal, certified or cashier's check, or any combination of the foregoing.

2.

Releases. Upon receipt of the full Settlement Amount and court approval of this Settlement Agreement, the following releases shall become effective:

a. Receiver's Release. The Receiver, for himself and each of the Receiver Subjects and their respective successors and assigns hereby releases, acquits and forever discharges Hillcrest from any and all claims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, which the Receiver and any of the Receiver Subjects ever had or now has against Hillcrest for or by reason of any matter, cause or thing whatsoever, except for Hillcrest's obligations under this Settlement Agreement.

b. Hillcrest's Release. Hillcrest, for itself and its directors, officers, shareholders, employees, agents, and representatives, successors, hereby releases, acquits and forever discharges the Receiver and the Receiver Subjects of and from any and all claims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that Hillcrest ever had or now has against the Receiver, except for the Receiver's obligations under this Settlement Agreement.

3.

Representations and Warranties of Receiver. The Receiver represents and warrants that he was validly appointed as the receiver for each of the Receiver Subjects by court orders entered in the SEC Action and that those orders remain valid and in full force and effect.

4.

Choice of Law; Venue. This Settlement Agreement shall be governed by and shall be construed in accordance with the laws of the United States of America and the laws of the State of Texas. In the event of a dispute arising out of or in any way relating to this Settlement Agreement, the parties irrevocably agree and consent in advance to any necessary transfer of venue, so that the venue for such dispute shall lie in any court of competent jurisdiction in the Northern District of Texas or in any state court in any county encompassed by the Northern District of Texas.

5.

Advice of Counsel. The parties acknowledge for themselves that prior to the execution of this Settlement Agreement, they sought and received advice of qualified legal counsel regarding the ramifications and effect of this Settlement Agreement and have relied on no statements, representations, warranties or the like received from the other party or other party's counsel other than as expressly set forth herein.

6.

Entire Agreement; Modification. This Settlement Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and any provision herein may be waived or modified only by an agreement in writing signed by the parties.

7.

Headings. Paragraph headings contained herein are the for convenience of reference only and shall in no way affect any interpretation of this Settlement Agreement.

8.

Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

9.

Counterparts. This Settlement Agreement may be made and executed in multiple counterparts, each of which when fully executed shall be deemed an original.

Date: October 22, 2001



MICHAEL J. QUILLING, Receiver

Date: 11/19, 2001

HILLCREST BAPTIST CHURCH, JASPER, TEXAS

By: 

Name: Eddie Hopkins

Title: Chairman Stewardship Comm