

among others, Michael S. Lang ("LANG") and Rhonda S. Lang ("R. LANG"), husband and wife (together the "LANGS"), Tommy M. Parker ("PARKER"), and John R. Hutcherson ("HUTCHERSON"), deceased, through Penelope Carr Hutcherson, Administratrix of HUTCHERSON's Estate, under the authority of Section 5(d)(1)(A) of the Home Owners' Loan Act of 1933 ("HOLA") as amended by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, Pub. L. No. 101-73, 103 Stat. 183 ("FIRREA"), 12 U.S.C. § 1464(d)(1)(A), and Sections 8(b) 8(e), and 8(i), of the Federal Deposit Insurance Act ("FDIA"), as amended by FIRREA, 12 U.S.C. §§ 1818(b), 1818(e), and 1818(i).

Upon review of the entire record herein, the OTS has determined that there is prima facie evidence to demonstrate: that LANG, R. LANG, PARKER, HUTCHERSON, and the Estate of HUTCHERSON by HUTCHERSON, were and continue to be unjustly enriched through their violations of law, regulation and written agreements, and their repeated and reckless unsafe and unsound practices and breaches of fiduciary duty, as specified in the Notice; that violations and practices of LANG, R. LANG, PARKER and HUTCHERSON were committed with reckless disregard for the law and regulations; that Mississippi Savings Bank, Batesville, Mississippi ("MSB") or its successor have incurred losses and are likely to incur further losses or other damages as a result of the misconduct of LANG, R. LANG, PARKER and HUTCHERSON as set forth in the Notice; and that the assets of MSB or its successor are likely to be further dissipated, and the interests of MSB or its successor are likely to be further prejudiced if any of the

Respondents, including HUTCHERSON's Estate, is allowed to dissipate or conceal his, her or its assets or assets of MSB or its successor over which he, she or the Estate of HUTCHERSON continues to maintain control, prior to the completion of the proceedings conducted pursuant to Section 8(b) of the FDIA, as amended, 12 U.S.C. § 1818(b).

I.

BACKGROUND

1. The purpose of this Temporary Order to Cease and Desist is to prevent the further weakening of the condition of MSB or its successor, further prejudice to the interests of MSB's depositors, or the further dissipation of MSB's assets prior to the completion of the proceedings conducted pursuant to FDIA Section 8(b), as amended, 12 U.S.C. 1818(b).

2. The Notice sets forth allegations of serious and substantial harm suffered by MSB or its successor as a result of LANG's, R. LANG's, PARKER's and HUTCHERSON's reckless violations of law and regulation, unsafe and unsound practices, and breaches of fiduciary duty. Upon proof of these charges, the total amount of restitution, reimbursement or other appropriate relief owed by the Respondents would exceed \$14,777,885 plus interest, and civil money penalties would exceed \$14,200,000.

3. The Notice seeks restitution, indemnification, and a guarantee against loss from LANG, PARKER and the Estate of HUTCHERSON in the amount of \$7,500,000 and civil money penalties by reason of losses associated with loans purchased from and

credit extended to All-American Finance, Inc. ("AAF") of Tucson, Arizona, a finance company specializing in the purchase of excessively high risk, high yield used car loans. On or about August 2, 1989, with their knowledge and approval, LANG as a Loan Committee member, Chief Executive Officer and Director, HUTCHERSON, as a Loan Committee member and Director, and PARKER as a Loan Committee member caused MSB to extend AAF a \$1.7 million revolving line of credit and committed MSB to purchase at least \$6.9 million in loans generated by AAF. LANG, HUTCHERSON, and PARKER knew before MSB extended the commitment that AAF was thinly capitalized and that the loans MSB was to buy from AAF were inadequately underwritten and of poor quality. In December 1989, after MSB had exceeded its regulatory loans to one borrower limitation, MSB's Board of Directors, including LANG and HUTCHERSON, pursuant to the August 2, 1989 agreement, purportedly committed MSB to purchase an additional \$5 million in AAF loans. Since at least April 11, 1990, AAF has not made any payments to MSB on its line of credit and has remitted only approximately \$135,000 (or less than 4%) of the payments due MSB in connection with the car loans purchased by MSB. The total outstanding amount of loans purchased by MSB from AAF is approximately \$6,953,433 and the outstanding amount of the line of credit owed by AAF to MSB is approximately \$546,509. The substantial losses to the United States resulting from the failure of MSB include these amounts.

4. The Notice seeks restitution, indemnification, and a guarantee against loss from LANG, PARKER, and the Estate of HUTCHERSON in the amount of \$1,321,000 and civil money penalties

by reason of losses associated with loans made to Quanterra Alpha Limited Partnership ("QALP") of Billings, Montana, a newly formed and undercapitalized oil and gas venture. Through its subsidiary C-Cor, MSB extended as much as \$13.4 million in credit to QALP. PARKER, as a Director and the president of C-Cor, and LANG and HUTCHERSON as C-Cor and MSB Directors, approved the QALP loan while knowingly ignoring the warnings received from John L. Roach, Inc., a Dallas law firm specializing in oil and gas matters that C-Cor had hired, that QALP's collateral was being overvalued, that QALP's cash flow would be negative for three years, and that oil reserves might not have been independently determined. Although MSB purportedly guaranteed the \$13.4 million line of credit to QALP, QALP's principal owners were insulated from liability for the indebtedness of the borrowing partnership. As of September 1990, outstanding loans to QALP totaled \$6.79 million, of which OTS examiners had classified \$5,185,791 as substandard and \$1,606,609 as doubtful. These classifications indicate that the collectibility of at least \$1,321,000 of QALP's \$6.79 million in loans is questionable. The substantial losses to the United States resulting from the failure of MSB include these amounts.

5. The Notice seeks restitution, indemnification, and a guarantee against loss, and civil money penalties from LANG, PARKER and the Estate of HUTCHERSON by reason of at least \$1,124,614 in cash dividends and approximately \$4 million in non-cash dividends improperly distributed to shareholders of MSB, including LANG, PARKER and HUTCHERSON who together received approximately 96% of such dividends. Through LANG's,

HUTCHERSON's, PARKER's, and other MSB management's improper practices, the income of MSB was overstated to justify the payment of dividends to its shareholders, including LANG, PARKER, and HUTCHERSON. As of May 8, 1990, LANG owned approximately 62% of MSB's stock, HUTCHERSON's Estate owned approximately 35% of MSB's stock, and PARKER owned approximately 3% of MSB's stock. Pursuant to the provisions of an Assistance Agreement and Dividend Limitation Stipulation entered into by LANG, HUTCHERSON and others, dividend payments were restricted to 50% of net income, but in no event could such payments be made if such payments would cause MSB to fail to meet its regulatory capital requirements. Material overstatements of income and net worth and the undervaluation of non-cash dividends resulted in payments of improper dividends totaling approximately \$5,124,614. Such improper dividends to Respondents LANG, HUTCHERSON, and PARKER included a \$172,876 overpayment in 1986 and a \$951,738 dividend in 1988. In addition, a non-cash dividend consisting of securities and the stock of Texas Preferred General Agency ("TPGA"), with a fair market value of approximately \$4 million, was improperly distributed in November 1989 to LANG, HUTCHERSON and PARKER. TPGA was a subsidiary of MSB that managed an insurance company to which another MSB subsidiary had loaned \$8 million. The November 1989 dividend from MSB netted LANG, HUTCHERSON and PARKER 100% of the TPGA stock. By dividending the TPGA stock to MSB's shareholders, including LANG, PARKER and HUTCHERSON, MSB lost control over the debtor insurance company, thereby jeopardizing repayment to MSB. As an additional result of the TPGA dividend, LANG, PARKER, and

HUTCHERSON stood to gain and MSB lost both a valuable asset and any income or fees payable from the insurance company to TPGA under its management contract.

6. The Notice seeks restitution, indemnification, and a guarantee against loss from LANG and the Estate of HUTCHERSON in the amount of \$63,000 and civil money penalties by reason of losses associated with amounts paid to LANG pursuant to an improper consulting contract signed by LANG and HUTCHERSON. The purported contract violated an October 25, 1989 Supervisory Agreement between OTS and MSB, and violated 12 C.F.R. § 563.39(a) because it was never approved by MSB's Board of Directors. Using the subterfuge of his resignation as MSB's CEO and the consulting contract, LANG and HUTCHERSON attempted to evade the Supervisory Agreement's requirement directing that MSB operate primarily from its legal home office in Batesville, Mississippi starting on January 1, 1990. LANG's purported January 1, 1990 contract, described in the Notice of Charges, stated that, to the extent practicable, LANG could provide services to MSB from his home in Santa Fe, New Mexico. The contract, which in substance treated LANG as an employee, provided for his compensation at the rate of \$18,000 per month (\$216,000 on an annualized basis), an amount similar to LANG's 1989 salary of \$227,000 as MSB's CEO. From approximately January 1, 1990 to April 13, 1990, LANG improperly received at least \$63,000 from MSB pursuant to the contract.

7. The Notice seeks restitution, indemnification, and a guarantee against loss from LANG and the Estate of HUTCHERSON in the amount of \$700,000 and civil money penalties as a result of

losses associated with the failure of LANG and HUTCHERSON, or HUTCHERSON's Estate, to honor the obligations to maintain the net worth of MSB. As part of the consideration for acquiring MSB in 1985, LANG, HUTCHERSON and others entered into a Net Worth Maintenance Stipulation and an Assistance Agreement, whereby they agreed to infuse, as necessary, sufficient capital to bring MSB into compliance with its regulatory capital requirement. As of May 8, 1990, the date MSB was placed into receivership, its reported net worth deficiency was approximately \$700,000 and the actual deficiency is likely to be substantially greater. LANG and the Estate of HUTCHERSON have not met their obligation.

8. The Notice seeks restitution, indemnification, and a guarantee against loss from LANG, PARKER and the Estate of HUTCHERSON in the amount of \$7,271.31 and civil money penalties as a result of losses associated with the expenses incurred by LANG, PARKER, HUTCHERSON and others during a January 1988 trip to Belize, Central America and charged to MSB. Under the guise of conducting "planning meetings" for MSB, LANG, PARKER, HUTCHERSON and others spent three days in Belize conducting little or no substantive business for or on behalf of MSB, and running up a bar tab of \$346.50 for a least 136 alcoholic drinks. There was no evidence of a legitimate business reason for MSB to have conducted this business meeting outside of Batesville, Mississippi.

9. The Notice seeks restitution, indemnification, and a guarantee against loss from R. LANG, LANG, and the Estate of HUTCHERSON in the amount \$62,000 and civil money penalties by reason of losses associated with bonuses improperly paid to R.

LANG by MSB through one of its subsidiaries. These payments were made in addition to hourly consulting fees paid to R. LANG. Of the \$62,000 in bonuses, \$10,000 was expressly approved by HUTCHERSON, PARKER, and LANG, R. LANG's husband, and \$52,000 was expressly approved by PARKER in a memorandum to MSB's Board, including LANG and HUTCHERSON, and the Board of MSB's subsidiary, Beta Financial Corporation, including LANG, HUTCHERSON, and PARKER. These bonuses were not earned but instead constituted a waste of MSB's assets. LANG, in addition, acted contrary to OTS policy on conflicts of interest by voting to approve the payment of a \$10,000 bonus to his wife. The payment and acceptance of such amounts also constituted a breach of fiduciary duties and resulted in the unjust enrichment of R. LANG.

10. The Notice results from extensive examinations of MSB and its subsidiaries by the Federal Home Loan Bank Board and the OTS. The investigation and analysis of the transactions and conduct set forth in the Notice and contained in the record has produced extensive evidence in support of the factual allegations of the Notice. There is prima facie evidence to support each of the allegations described in paragraphs 2 through 9 of this Temporary Order to Cease and Desist.

11. The factual allegations of the Notice and record are sufficient to demonstrate that LANG, PARKER, HUTCHERSON, and R. LANG have repeatedly enriched themselves, including the Estate of HUTCHERSON, and have shown a proclivity to violate regulations, breach their fiduciary duties of loyalty and care and engage in unsafe and unsound practices, in order to enrich themselves at the

expense of MSB, its depositors, its federal deposit insurer, and ultimately, the United States of America.

12. It has come to the attention of OTS that the LANGS are attempting to conceal their whereabouts. They moved from their permanent home in Santa Fe, New Mexico and have left no forwarding address. In testimony given to the OTS under oath, on July 25, 1990, the LANGS refused to testify about their participation in MSB, their personal finances, or whether they intended to leave the United States, by pleading the privilege against self-incrimination under the Fifth Amendment of the United States Constitution. These responses sustain the conclusion that, unless the LANGS' assets within their control are removed from their control, such assets may be dissipated prior to the conclusion of the proceedings to be conducted pursuant to FDIA Sections 8(b) and 8(i), as amended, 12 U.S.C. §§ 1818(b) and (i), and therefore be placed beyond the OTS' ability to recover them for the benefit of MSB or its successor, MSB's depositors, the Savings Association Insurance Fund administered by the Federal Deposit Insurance Corporation, and the United States of America. LANG's reported net worth as of December 1, 1989 was \$4.94 million.

13. HUTCHERSON died on February 27, 1990 without leaving a will. HUTCHERSON's wife, Penelope Carr Hutcherson, was appointed Administratrix of the Estate of HUTCHERSON on April 11, 1990. The Court probating the Estate of HUTCHERSON granted his wife's request to waive an inventory and appraisal of the personal property in the Estate as well as to waive the requirement of bond. On May 16, 1990, at the request of Penelope Carr

Hutcherson, HUTCHERSON's wife, the Probate Court authorized an immediate payment to her of \$120,000 as a widow's allowance for one year. HUTCHERSON's reported net worth as of January 17, 1990 was \$4.139 million.

14. The period for filing contract claims against HUTCHERSON's Estate expired in August 1990. Such claims total less than \$10,000. As Administratrix and sole heir-at-law of the Estate of HUTCHERSON, Penelope Carr Hutcherson has full access to all of the Estate's assets.

15. OTS believes that the Estate of HUTCHERSON will close and a final accounting be made, on or about November 27, 1990, when federal estate taxes are due to be paid. After estate taxes and a small amount of claims are paid, the Estate of HUTCHERSON will be closed, and Penelope Carr Hutcherson will have free access to spend and dispose of the assets of HUTCHERSON's Estate, including such amounts as he accumulated at the expense of MSB, its depositors, its federal deposit insurer and, ultimately, the American taxpayer. The circumstances, when viewed in light of the charges contained in the Notice against HUTCHERSON, sustain the conclusion that, unless assets now in the control of the Estate of HUTCHERSON and soon to come within the exclusive control of Penelope Carr Hutcherson, are removed from their control, such assets may be dissipated prior to the conclusion of the proceedings to be conducted pursuant to FDIA Sections 8(b) and 8(i), as amended, 12 U.S.C. §§ 1818(b) and (i), and therefore be placed beyond the OTS' ability to recover them for the benefit of MSB or its successor, MSB's depositors, the Savings Association

Insurance Fund administered by the Federal Deposit Insurance Corporation, and the United States of America.

16. There is evidence that on or about May 8, 1990, when MSB was placed into receivership, PARKER removed at least a briefcase full of documents from the files of MSB's subsidiary, Beta Financial Corporation in Dallas, pertaining to TPGA and the insurance company that it managed, Commodore County Mutual Insurance Company. Although subpoenaed by OTS, PARKER failed to produce any documents concerning TPGA or Commodore County Mutual Insurance Company at his deposition under oath on July 30, 1990 or thereafter, and through his attorney PARKER stated that he had no such documents in his possession, custody or control. PARKER reported a net worth as of December 31, 1988, of more than \$1.5 million. The circumstances, when viewed in light of the charges contained in the Notice against PARKER, sustain the conclusion that, unless assets now within the control of PARKER, are removed from his control, such assets may be dissipated prior to the conclusion of the proceedings to be conducted pursuant to FDIA Sections 8(b) and 8(i), as amended, §§ 12 U.S.C. 1818(b) and (i), and therefore be placed beyond the OTS' ability to recover them for the benefit of MSB or its successor, MSB's depositors, the Savings Association Insurance Fund administered by the Federal Deposit Insurance Corporation, and the United States of America.

17. MSB has been the victim of extensive and repeated insider abuse by LANG, HUTCHERSON, PARKER and R. LANG. The appropriate and necessary means to prevent significant dissipation of the assets or earnings, weakening of the condition, or

prejudicing the interests of depositors of MSB and its successor is through this Temporary Order to Cease and Desist. Under the relevant statutory provisions, 12 U.S.C. § 1818(b)(6) and (c)(1), the OTS has a statutory duty to prevent further damage and to order correction of the conditions resulting from the violations, practices, and breaches found in the Notice. The Temporary Order to Cease and Desist is framed to correct those conditions as well as to prevent significant dissipation of the assets or earnings, weakening of the condition, or prejudicing the interests of depositors of MSB and its successor prior to the completion of the hearing on the charges contained in the Notice.

II.

TEMPORARY CEASE AND DESIST ORDER

18. THEREFORE, by the authority under the FDIA Section 8(c), as amended by FIRREA, 12 U.S.C. § 1818(c), it is hereby:

a. ORDERED that LANG, no later than 12:00 noon Eastern Time, on November 26, 1990, provide security in the amount of \$14,777,885, excluding interest which is to be computed on the basis of the prime interest rate + 2 percentage points as established by a national bank acceptable to the Director of OTS as of the time payment is made pursuant to a final order. This sum represents the amount of unjust enrichment to LANG as a result of violations of law and regulation or unsafe and unsound practices committed or engaged in by LANG, or losses to MSB caused by LANG's reckless disregard of the law, jointly and severally, as described in paragraphs 3, 4, 5, 7, 8, and 9 above. LANG shall

comply with this section in the manner provided in subparagraph 18(e).

b. FURTHER ORDERED that the Estate of HUTCHERSON, no later than 12:00 noon Eastern Time, on November 26, 1990, provide security in the amount of \$14,777,885, excluding interest which is to be computed on the basis of the prime interest rate + 2 percentage points as established by a national bank acceptable to the Director of OTS as of the time payment is made pursuant to a final order. This sum represents the amount of unjust enrichment to HUTCHERSON or the Estate of HUTCHERSON as a result of violations of law and regulation or unsafe and unsound practices committed or engaged in by HUTCHERSON, or losses to MSB caused by HUTCHERSON's reckless disregard of the law, jointly and severally, as described in paragraphs 3, 4, 5, 6, 7, 8, and 9 above. The Estate of HUTCHERSON shall comply with this section in the manner provided in subparagraph 18(e).

c. FURTHER ORDERED that PARKER no later than 12:00 noon Eastern Time, on November 26, 1990, provide security in the amount of \$13,842,009, excluding interest which is to be computed on the basis of the prime interest rate + 2 percentage points as established by a national bank acceptable to the Director of OTS as of the time payment is made pursuant to a final order. This sum represents the amount of unjust enrichment to PARKER as a result of violations of law and regulation or unsafe and unsound practices committed or engaged in by PARKER or losses to MSB caused by PARKER's reckless disregard of the law, jointly and severally, as described in paragraphs 3, 4, 5, 8, and 9 above.

PARKER shall comply with this section in the manner provided in subparagraph 18(e).

d. FURTHER ORDERED that R. LANG, no later than 12:00 noon Eastern Time, on November 26, 1990, provide security in the amount of \$62,000, excluding interest which is to be computed on the basis of the prime interest rate + 2 percentage points as established by a national bank acceptable to the Director of OTS as of the time payment is made pursuant to a final order. This sum represents the amount of unjust enrichment to R. LANG as a result of violations of law and regulation or unsafe and unsound practices committed or engaged in by R. LANG or losses to MSB caused by PARKER's reckless disregard of the law, jointly and severally, as described in paragraph 9 above. R. LANG shall comply with this section in the manner provided in subparagraph 18(e).

e. FURTHER ORDERED that LANG, the Estate of HUTCHERSON, PARKER, and R. LANG shall each provide security for the amounts attributable to each pursuant to subparagraphs 18(a), 18(b), 18(c) and 18(d), respectively, by one or a combination of any of the following means: (1) by paying cash to the Resolution Trust Corporation as Receiver for MSB; (2) by establishing and maintaining escrow accounts at financial institutions and with escrow agents approved by the Director of OTS; (3) by providing an irrevocable letter of credit or fidelity bond from a federally insured institution or an insurer approved by the Director of OTS; (4) by providing other security deemed adequate by the Director of OTS.

To the extent the Estate of HUTCHERSON contains assets, such assets may be treated as security pursuant to this Order provided the Administratrix of HUTCHERSON's Estate files an assurance with the Director of OTS that the Estate will not be closed and that its assets will not be distributed until after the proceedings on the charges in the Notice have been concluded.

The total amount of security provided by LANG, PARKER, R. LANG, and HUTCHERSON, through his Estate, may be limited to \$14,777,885 provided each files a written undertaking committing and assuring that the security filed in connection with this Order by such person or entity shall be applied to all amounts to which any one of LANG, PARKER, R. LANG, or HUTCHERSON, through his Estate, is held liable pursuant to proceedings conducted under Section 8(b) of the FDIA, as amended, 12 U.S.C. § 1818(b).

The remittance of monies by LANG, the Estate of HUTCHERSON, PARKER, and R. LANG, if made in cash, should be made payable to the Resolution Trust Corporation as Receiver for MSB, and delivered to:

Resolution Trust Corporation as Receiver
for Mississippi Savings Bank
176 Highway 51 North
Batesville, Mississippi 38606

f. FURTHER ORDERED that Respondents LANG, PARKER, and R. LANG, and the Estate of HUTCHERSON for itself and HUTCHERSON, each shall submit to OTS within five (5) business days following entry of this Order the following: (1) a sworn statement identifying all accounts or other assets in which such Respondent or any

member of his or her immediate family has any legal or beneficial interest; (2) United States and state tax returns for 1988 and 1989, including all schedules and attachments thereto, and additionally for the Estate of HUTCHERSON, both federal and state estate tax returns, including all schedules and attachments and any final accounting; (3) a financial statement prepared by a Certified Public Accountant in accordance with generally accepted accounting principles and certified by each Respondent as accurate, showing his assets and liabilities, and those of each Respondent's immediate family, as of a date no earlier than October 1, 1990. Similar updated financial statements shall be filed with the OTS no less frequently than quarterly. Upon written request of a Respondent, the financial statements submitted pursuant to this paragraph will not be made public to persons or entities other than employees and agents of governmental authorities; and

g. FURTHER ORDERED that Respondents LANG, the Estate of HUTCHERSON, PARKER, and R. LANG shall each CEASE-AND-DESIST from, directly or indirectly, causing the sale, transfer or encumbrance of funds or other assets of any nature whatsoever in which each Respondent's or any members of their immediate families, have a legal or beneficial interest, whether directly or through any other person or entity, including but not limited to the transfer of assets outside of the United States. The foregoing shall not apply to assets used to pay ordinary and reasonable living expenses that have a value either singly or through related transactions, of less than Five Thousand Dollars (\$5,000.00). For

proposed expenditures of \$5,000 or more, whether singly or through related transactions, each Respondent shall provide the OTS with two full business days advance written notice. At such time as each Respondent has fully complied with Paragraph 18, he, she, or it, may make application to the Director of OTS for any appropriate relief from this subparagraph.

h. FURTHER ORDERED that each firm, corporation or other person or entity with notice which holds, or which is a depository of funds, securities, property, or other assets of LANG, PARKER, Estate of HUTCHERSON or R. LANG is prohibited, until further order of the Director, from transferring, withdrawing, removing, or disposing of any such funds, securities, property, or other assets, except for purposes permitted under the terms of this ORDER.

i. FURTHER ORDERED that the terms in paragraphs a, b, c, d, e, f, g, and h shall be construed in their broadest and most inclusive senses.

19. If any of, LANG, Estate of HUTCHERSON, PARKER, or R. LANG, contends that compliance with this Order would cause undue hardship to him, her or it, or his or her dependents, or causes him, her, or it to be unable to hire legal counsel, such Respondent shall make appropriate application to the Director of OTS supported by: (a) financial statements for himself, herself or itself, and his or her dependents, prepared by and certified to by a nationally recognized firm of accountants; (b) the United States and state tax returns for the years 1988 and 1989 for each such person; (c) statements pertaining to arrangements, funds or

trusts established for his, her or its benefit or for the payment of his, her or its legal or other fees or other expenses, whether directly or indirectly, along with a statement of fees or other expenses advanced but not exhausted; and (d) affidavits setting forth such other facts as thought to be pertinent.

III.

COMPLIANCE PROCEDURES

20. Notice of the establishment of the escrow accounts referenced in Paragraph 18 above and all events required by this Order and notice of Respondent LANG's, Estate of HUTCHERSON's, PARKER's, and R. LANG's compliance with this Order shall be provided in writing to:

Chief Counsel
Office of Thrift Supervision
U.S. Department of the Treasury
1700 G Street, N.W.
Washington, D.C. 20552
Fax Number: (202) 906-7606
(202) 898-0230

Copies should be provided to:

Bruce F. Rinaldi
Paul G. Leiman
Office of Thrift Supervision
U.S. Department of the Treasury
1700 G Street, N.W.
Washington, D.C. 20552
Fax Number: (202) 906-7495

IV.

DEFINITIONS

21. All technical words or terms used in this Order, for which meanings are not specified or otherwise provided by the provisions of this Order, shall, insofar as applicable, have meanings as defined in the Code of Federal Regulations, Title 12, Chapter V; or as defined in FIRREA, the FDIA, or the Home Owners Loan Act of 1933 ("HOLA"), and any such words or terms undefined in the foregoing shall have meanings that accord with the best custom and usage in the savings association industry.

V.

EFFECTIVENESS

22. THIS ORDER shall be and is effective upon service or other notice thereof and shall remain effective and enforceable until the completion of the administrative proceedings initiated by the Notice, incorporated by reference herein, or until such time as the OTS shall dismiss the charges specified in such Notice, or if a Cease and Desist Order is issued against LANG, PARKER, R. LANG, or the Estate of HUTCHERSON until the effective date of such Order.

Issued:

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Timothy Ryan
Director
Office of Thrift Supervision