

IN THE CHANCERY COURT FOR LEWIS COUNTY
AT HOHENWALD, TENNESSEE

In re:

SENTINEL TRUST COMPANY

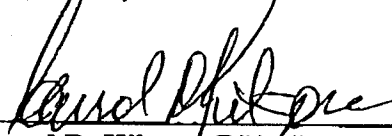
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No. 4781

Motion for Stay of Final Judgments Entered April 12, 2006
and Supporting Oaths

Pursuant to Rule 62, T.R.Civ.P., and Rule 18, T.R.App.P., Respondents Sentinel Trust Company, Danny N. Bates, and Respondent-Directors Clifton T. Bates, Howard H. Cochran, and Gary L. O'Brien respectfully move the Court to stay the enforcement of the aforementioned judgments pending disposition of the Respondents' appeals thereof, that such stay be granted without any requirement of bond for costs on the basis of the affidavits of poverty below, and that the Court rule upon this motion without requiring oral argument.

Respectfully submitted,

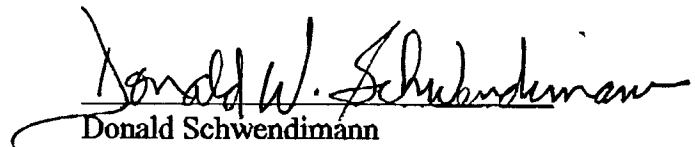


Carrol D. Kilgore (BPR #2544)
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FILED
AT 12:01 O'CLOCK P. M.

MAY 03 2006

JANET WILLIAMS, CLERK & MASTER
BY Selena Wix



Donald Schwendimann
Local Co-Counsel
306 W. Main Street
P.O. Box 366
Hohenwald, TN 38462
931-796-1147

STATE of TENNESSEE)
)
COUNTY of LEWIS)

Personally appeared before me, a Notary Public for the above State and County, the undersigned Danny N. Bates, in his capacities as Controlling Stockholder, President, and Chairman of the Board of Directors of Sentinel Trust Company, who, after being duly sworn according to law, deposed and said:

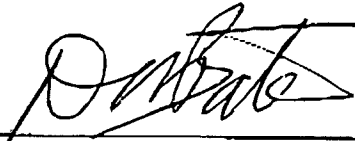
1. The office building of Sentinel Trust Company in Hohenwald, Tennessee, was constructed at a cost of approximately \$1 million, and through my ownership of almost all the stock in said corporation, was indirectly my property; and the contents that are the property of Sentinel Trust Company are also indirectly my property due to my ownership of controlling stock in the said corporation; and I hold no property of value adequate to cover the hundreds of thousands of dollars involved in the appeal from the judgments Sentinel Trust Company and I are appealing. My home, which I had given to my wife, has been subjected by the Tennessee Department of Financial Institutions to a lien which makes it impossible for me to seek a loan from my wife through the use of said property as security. Further, some items of property within the said building are not the property of Sentinel Trust Company.

2. Hence, due to my poverty and that of the corporation of which I am the controlling stockholder, Sentinel Trust Company, I, Danny N. Bates, do solemnly swear that each of us is unable to bear the expenses of the appeal we are about to commence, and that the said corporation and I are justly entitled to the relief to be sought in said appeal, to the best of my belief and the belief of the said corporation.

3. Part of our belief in the justice of our cause—aside from the fact that the legal basis of our denial that the Commissioner is vested with the powers claimed and exercised by him, which

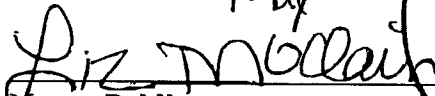
argumentation movants believe has never been answered on its merits¹ by the Commissioner or his agents—is the fact that by seeking to terminate official control of Sentinel Trust Company’s computers and office records of the Company’s pre-seizure operations, the Commissioner and his Receiver appear to be seeking to make permanently unavailable such records that disprove their contention that Sentinel Trust Company was operating improperly, which records the Commissioner and Receiver have refused to examine and thereby to confirm the truth of the Affiant’s and Sentinel’s factual accounts of the manner in which Sentinel did business in regard to both defaulted accounts and performing accounts.

Further, Affiant saith not.

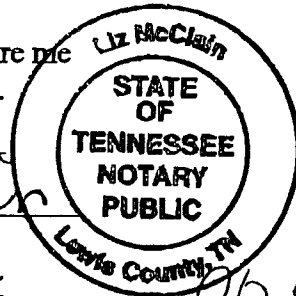


Danny N. Bates, Affiant

Sworn to and subscribed before me
this 15th day of ~~April~~, 2006.

May


Notary Public



My commission expires: January 26, 2009

STATE of TENNESSEE)
)
COUNTY of LEWIS)

Personally appeared before me, a Notary Public for the above State and County, the undersigned Clifton T. Bates, Howard H. Cochran, and Gary L. O’Brien, in their sole capacities as all sitting Directors of Sentinel Trust Company, who, after being duly sworn according to law, deposed and said:

¹This insistence has always been made by Sentinel and its owner on the basis that (i) the Commissioner and his agents’ insistence that “state bank” means “state bank or state trust company” in the Banking Act, as amended, has been on the basis of an isolated provision of the amendatory act, and (ii) Movants have always insisted that this position amounts to a refusal to make a responsive statutory construction argument because of the Supreme Court’s holding: “It is not in accord with **any rule of statutory construction** to lift one sentence out from the statute and construe it alone, without reference to the balance of the statute, . . .” in *Cummings v. Sharp*, 173 Tenn. 637, 643-644, 122 S.W.2d 423, 425, as quoted and followed in *Rose v. Blewett*, 202 Tenn. 153, 163; 303 S.W.2d 709, 713 (1957).

1. Each of us separately make oath that he is appealing the aforementioned orders solely in his capacity as a director of the said corporation and therefore as a fiduciary obligated to protect the interests of the said corporation, and each of us makes oath that he owns no interest in Sentinel Trust Company, holds no property of Sentinel Trust Company, and holds no assets to which Sentinel Trust Company has any claim, colorable or actual.

2. Hence, due to my lack of assets against which Sentinel Trust Company has any claim, and due to my lack of control, as such a fiduciary, of any assets other than my personal assets, and therefore due to poverty and that of the corporation of which we are the sole directors aside from Danny N. Bates, we, Clifton T. Bates, Howard H. Cochran, and Gary L. O'Brien do individually solemnly swear that each of us is unable to bear the expenses (from Sentinel assets) of the appeal we are about to commence, and that the said corporation we as its directors are justly entitled to the relief to be sought in said appeal, to the best of the belief of each of us.

Further, Affiants say not.

Clifton T. Bates
Clifton T. Bates, Affiant

Howard H. Cochran, Affiant

Gary L. O'Brien
Gary L. O'Brien, Affiant

Subscribed and Sworn to before
me this 2nd day of May, 2006, as to Clifton
Bates and Gary L. O'Brien.

Liz McClain
Notary Public



My commission expires: January 2009

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing motion (without signatures except for the undersigned and supporting brief were mailed this April 28, 2006, postage prepaid, to the following:

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WITH NOTICE: that the same will be heard at such date as may be agreed between the attorneys for Sentinel Trust Company, for the Commissioner of Financial Institutions, for the Receivers, and the Court, unless the Court will rule upon it without oral hearing.

Carroll Kilgore, by
Donald J. Hubbard