



# ORIGINAL

NOT FOR OFFICIAL PUBLICATION  
See Okla. Sup. Ct. R. 1.200 before citing.

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA **FILED**  
COURT OF CIVIL APPEALS  
STATE OF OKLAHOMA

DIVISION II

DEC 22 2025

M&T BANK,

)

Plaintiff/Appellee,

)

vs.

)

VICKY L. ARNOLD,

)

Defendant/Appellant,

)

and

)

SPOUSE OF VICKY L. ARNOLD,  
if Married, and OCCUPANTS OF THE  
PREMISES,<sup>1</sup>

)

Defendants.

Rec'd (date)	12-22-25
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Distrib	<i>[Signature]</i>
Publish	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>

APPEAL FROM THE DISTRICT COURT OF  
LEFLORE COUNTY, OKLAHOMA

HONORABLE JONATHAN K. SULLIVAN, DISTRICT JUDGE

**AFFIRMED**

Brian J. Rayment  
KIVELL, RAYMENT & FRANCIS  
Tulsa, Oklahoma

For Plaintiff/Appellee

Vicky L. Arnold  
Spiro, Oklahoma

*Pro se*

OPINION BY GREGORY C. BLACKWELL, JUDGE:

<sup>1</sup> The court dismissed the defendant "spouse of Vicky L. Arnold" and found that the defendant "occupants of the premises" was one and the same as Arnold herself. Arnold does not challenge either determination.

Vicky Arnold appeals the trial court's grant of summary judgment in favor of M&T Bank. Upon review, we find that summary judgment was properly granted and thereby affirm.

## **BACKGROUND**

On September 9, 2022, Arnold executed a note and mortgage in favor of M&T Bank in the sum of \$101,000, secured by Arnold's property in LeFlore County, Oklahoma. Arnold defaulted as of July 1, 2024. On January 27, 2025, M&T Bank filed a petition seeking to foreclose. After service of the petition, Arnold filed the summons she received (or a copy thereof) with the word *Answer* handwritten at the top and the following handwritten statement in the center of document: "I do not accept this offer to contract. I do not consent to these proceedings. By: Vicky-Lynn: Arnold. All rights reserved UCC 1-308." Appellee's Supplemental ROA, *Answer*.

On March 18, 2025, M&T Bank filed its motion for summary judgment. Arnold did not file a response to the motion. Instead, she filed a "notice to the agent" in which she states that the notice was in response to M&T's letter dated March 13.<sup>2</sup> In her notice, Arnold argues that the documents produced by M&T did not constitute proof of debt and that the bank needed to substantiate its claim by producing: "a valid contract signed in wet ink by both parties, confirming bilateral consent"; "a true invoice based upon Generally Accepted Accounting Practice"; "a true certified copy of the complete audit trail of said

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<sup>2</sup> A March 13 letter does not appear in the record.

account"; an "Audit certification of debt entry in accordance with Generally Accepted Accounting Practice (G.A.A.P), International Financial Reporting Standards (I.F.R.S.), the Basel III Accord, and the United Nations Commission on International Trade Law (UNCITRAL) conventions"; and a copy of the bank's "Tax Registration certificate." ROA, pg. 20.<sup>3</sup>

The court heard M&T's summary judgment motion on April 9, 2025. There is no transcript of this hearing in the record. After the hearing, the court granted summary judgment in favor of M&T, finding that M&T was the holder of the note and had the right to enforce it. Additionally, it found that Arnold made, executed, and delivered the note and mortgage sued upon by M&T. The court specifically found that there was a balance due and owing in the amount of \$98,860.19 with accrued interest. The court held that a default had occurred and, based on the terms of the note and the mortgage, M&T was entitled to the foreclosure of the mortgage. Arnold appeals.<sup>4</sup>

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<sup>3</sup> Note: the filed record contains no index and otherwise fails to comply with Supreme Court Rule 1.36.

<sup>4</sup> M&T Bank filed a motion to dismiss alleging that Arnold's petition was filed more than thirty days after the judgment. Title 12 O.S. § 990(A) provides:

An appeal to the Supreme Court of Oklahoma, if taken, must be commenced by filing a petition in error with the Clerk of the Supreme Court of Oklahoma within thirty (30) days from the date a judgment, decree, or appealable order prepared in conformance with Section 696.3 of this title is filed with the clerk of the trial court. If the appellant did not prepare the judgment, decree, or appealable order, and Section 696.2 of this title required a copy of the judgment, decree, or appealable order to be served upon the appellant, and the court records do not reflect the service of a copy of the judgment, decree, or appealable order to the appellant within three (3) days, exclusive of weekends and holidays, after the filing of the judgment, decree, or appealable order, the petition in error may be filed within thirty (30) days after the earliest

## STANDARD OF REVIEW

The appellate standard of review of a trial court's grant of summary judgment is *de novo*. *Carmichael v. Beller*, 1996 OK 48, ¶ 2, 914 P.2d 1051; *Tiger v. Verdigris Valley Elec. Coop.*, 2016 OK 74, ¶ 13, 410 P.3d 1007, 1011. *De novo* review involves a plenary, independent, and non-deferential examination of the issues presented. *Benedetti v. Cimarex Energy Co.*, 2018 OK 21, ¶ 5, 415 P.3d 43, 45. *De novo* review of a trial court's grant of summary judgment requires an examination of the record to determine what facts are material and whether there is a substantial controversy as to any material fact. See *Sperling v. Marler*, 1998 OK 81, 963 P.2d 577; *Malson v. Palmer Broad. Grp.*, 1997 OK 42, 936 P.2d 940. All inferences and conclusions to be drawn from the materials must be viewed in a light most favorable to the nonmoving party. *Carmichael v. Beller*, 1996 OK 48, ¶ 2, 914 P.2d 1051, 1053. Even where the facts are uncontested, if reasonable persons may draw different conclusions from the facts, summary judgment must be denied. *Bird v. Coleman*, 1997 OK 44, ¶ 20, 939 P.2d 1123, 1127.

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date on which the court records show that a copy of the judgment, decree, or appealable order was served upon the appellant.

In *Owens v. Owens*, 2023 OK 12, 529 P.3d 905, the Supreme Court clarified, "Under this provision, if the party wishing to appeal also happens to have prepared the judgment, the 30-day clock begins on the date the judgment is filed with the court clerk. Otherwise, the appeal clock does not start until proof of service on the aggrieved party has been filed of record." Id ¶ 5, 909. Here, Arnold did not prepare the judgment herself. Additionally, a review of the docket sheet reflects that the certificate of mailing for the judgment was not filed until April 23, 2025. As such, we find the appeal is timely and the M&T's motion to dismiss is denied.

## ANALYSIS

Arnold raises several propositions of error. First, she contends that this court does not have jurisdiction to rule in this case because she stands in international jurisdiction. According to Arnold, when an autographed stamp is placed on a document, that document and the underlying contract then fall under international law. We, like many other federal and state courts throughout the country, find this argument to be frivolous and accordingly reject it as such.

*See United States v. Simonson*, 563 F. App'x 514 (8th Cir. 2014) (characterizing as frivolous defendants' argument in a criminal appeal that district court lacked jurisdiction to convict and sentence defendants because defendants were "special, sovereign citizens" to whom federal statutes did not apply because only "international jurisdiction" existed); *United States v. Hilgefond*, 7 F.3d 1340, 1342 (7th Cir.1993) (rejecting the "shop worn" argument that a defendant is a sovereign and is beyond the jurisdictional bounds of the district court);<sup>5</sup> and *United States v. Phillips*, 326 Fed.Appx. 400 (7th Cir.2009) (dismissing jurisdictional arguments as frivolous because federal courts have subject matter and personal jurisdiction over defendants brought before them on federal indictments alleging violations of federal law). "The state judiciary's subject matter jurisdiction is derived from the State Constitution which gives Oklahoma courts unlimited original jurisdiction over all justiciable matters unless otherwise provided by law." *Reeds v. Walker*, 2006 OK 43, ¶ 11, 157 P.3d 100,

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<sup>5</sup> Although Arnold does not necessarily subscribe to the label of a sovereign citizen in any of her pleadings, we find that her claims and language used in her pleadings are similar to those used within that movement.

107. A petition to foreclose a mortgage is one such matter, and we reject Arnold's argument that neither this court or nor the district court has jurisdiction.

Next, Arnold contends that the court erred in granting summary judgment in M&T's favor because M&T failed to present a valid contract, failed to provide information regarding the source of security for the debt, and that a representative of M&T perjured themselves "at trial" by stating that he did not receive a response from Arnold prior to trial. Arnold also contends that her rights were generally violated at trial and that the court dishonored her by declining her "offer to contract." *Petition in Error*, Exhibit C. First, issues related to conduct at the hearing such as the alleged perjury, the general violation of rights, and the court's refusal of Arnold's offer to contract cannot be reviewed because Arnold failed to provide this court with a transcript of the summary judgment hearing. Oklahoma courts have consistently held that an appellant "bears the responsibility for incorporating into the appellate record all materials necessary to secure corrective relief from a trial court's adverse decision." *Davidson v. Gregory*, 1989 OK 87, ¶ 8, 780 P.2d 679, 682. Further, "[i]t is the duty of the appealing party to procure a record that is sufficient to obtain the corrective relief sought." *Chamberlin v. Chamberlin*, 1986 OK 30, ¶ 7, 720 P.2d 721, 724. Thus, without a transcript before us to review the conduct at trial which Arnold now complains of, we find that the court did not err in granting summary judgment in M&T's favor.

Arnold also asks us to reverse the court's judgment on the assertion that that M&T did not present a valid contract and failed to provide certain details

regarding the security for the debt. We note that when M&T presented evidence in its motion for summary judgment that M&T was the holder of the note, Arnold executed the note, and that Arnold had not made any payments on it since July 1, 2024, the burden then shifted to Arnold to dispute those facts. “[P]ursuant to summary judgment procedure, when evidence is presented showing the existence of uncontroverted material facts, the burden shifts to the opposing party to identify those material facts she alleges remain in dispute and provide supportive evidentiary materials justifying trial on the issue.” *Dept. of Securities ex rel. Faught v. Wilcox*, 2011 OK 82, ¶ 18, 267 P.3d 106. We find that demanding that the bank produce *more* evidence of a contract, especially when it attached the note and the mortgage (both of which were signed by Arnold) and an affidavit detailing the execution of those documents to its motion for summary judgment, does not in any way dispute the material fact that Arnold executed a note and then defaulted on it. Similarly, Arnold’s contention that the bank did not provide sufficient details regarding the source of the money that the bank lent her has no bearing on her inability to make the required payments on the note.

Arnold does not dispute that she did not make the required payments on the note in any of the letters or documents she filed. Instead, she generally stated that the documents that the bank had provided were not proof of debt and the bank still needed to provide “a valid contract signed in wet ink by both parties, confirming bilateral consent,” among other things. M&T’s motion for summary judgment clearly established that Arnold executed a promissory note agreeing to pay the sum of \$101,000 with interest and, to secure the payment of the note,

executed a mortgage of her property to M&T. M&T's motion for summary judgment also clearly established that Arnold had not been making payments on the note and, therefore, the bank was entitled to foreclose on the mortgage. Arnold does not dispute any of the evidence presented by M&T and instead appears to only demand that they provide more information. This is not sufficient to withstand summary judgment for the reasons articulated above. Therefore, we find that the court did not err in granting M&T's motion for summary judgment and finding that M&T was entitled to foreclose the mortgage.

**AFFIRMED.**

WISEMAN, P.J., and FISCHER, J., concur.

December 22, 2025