

FILED
FT. SMITH DIST.

2021 MAY -3 A 9:55

IN THE CIRCUIT COURT OF SEBASTIAN COUNTY, ARKANSAS
FORT SMITH DISTRICT
CIVIL DIVISION

VII

FIRST NATIONAL BANK OF
FORT SMITH

PLAINTIFF

vs.

CASE NO.: CV-21-318

BOLDING CONSTRUCTION COMPANY, INC.;
MAX A. RODRIGUEZ a/k/a MAXIMUS TYRANNUS
AVERY, Individually; UNITED FEDERAL CREDIT UNION; and
SRS DISTRIBUTION, INC. d/b/a SOUTHERN SHINGLES

DEFENDANTS

COMPLAINT

COMES the Plaintiff, First National Bank of Fort Smith, and for its cause of action against the Defendants herein states:

1. The Plaintiff is a national bank duly authorized and chartered under and by virtue of the laws of the United States engaged in business as a bank in the City of Fort Smith, County of Sebastian in the State of Arkansas. The property which is the subject of this foreclosure Complaint is real property situated in the Fort Smith District of Sebastian County, Arkansas; the separate Defendant, Bolding Construction Company, Inc., is an Arkansas Corporation; the separate Defendant, Max A. Rodriguez a/k/a Maximus Tyrannus Avery is a resident of Sebastian County, Arkansas; the separate Defendant, United Federal Credit Union is a federal credit union duly authorized to do business in the State of Arkansas, and SRS Distribution, Inc. d/b/a Southern Shingles is registered as a foreign corporation with the Arkansas Secretary of

State. This Court has jurisdiction over this cause of action and the parties hereto and venue is proper in this Court.

2. On or about January 18, 2019, the Plaintiff loaned to the Defendant, Bolding Construction Company, Inc., the sum of Fifty Thousand and 00/100 dollars, (\$50,000.00) and to evidence its indebtedness to the Plaintiff by reason of the line of credit loan, the Defendant, Bolding Construction Company, Inc. by and through its President, Max A. Rodriguez a/k/a Maximus Tyrannus Avery, made, executed, and delivered to the Plaintiff its promissory note No. XXX4604, (hereinafter the "Note") dated January 18, 2019, for a line of credit in the sum of Fifty Thousand and 00/100 dollars, (\$50,000.00) with interest from date until paid at the rate of 5.950% per annum, with payments of interest only due beginning on February 18, 2019 and each month thereafter and a final payment of all outstanding interest and principal due on January 18, 2020. On February 18, 2020, the Defendant, Bolding Construction Company, Inc. by and through its President, Max A. Rodriguez a/k/a Maximus Tyrannus Avery, made, executed, and delivered to the Plaintiff its Debt Modification Agreement amending and extending its line of credit loan represented by the Note, for the sum of Fifty Thousand and 00/100 dollars, (\$50,000.00) with interest from date until paid at the rate of 5.950% per annum, with payments of interest only due beginning on February 18, 2020 and each month thereafter and a final payment of all outstanding interest and principal due on January 18, 2021. A copy of the Note dated January 18, 2019 and Debt Modification Agreement dated February 18, 2020 are attached hereto as Exhibit "A" and they are by this reference made a part hereof as fully set forth word for word.

3. In order to secure the payment of the Note, as and when the same should become due and payable as aforesaid, the Defendant, Max A. Rodriguez a/k/a Maximus Tyrannus Avery,

made, executed, and delivered to the Plaintiff his Mortgage (hereinafter the “Mortgage”) dated January 18, 2019, and his Assignment of Leases and Rents, (hereinafter the “Assignment of Leases and Rents”), dated January 18, 2019, conveying to the Plaintiff and assigning leases and rents to Plaintiff, the following described real property (hereinafter the “Real Property”) situated in the Fort Smith District of Sebastian County, Arkansas, to wit:

N/2 LOT 10 ALL OF LOTS 11-12 BLOCK I FITZGERALD ADDITION TO
THE CITY OF FORT SMITH, AR

More commonly known as: 302 South 14th St., Fort Smith, AR 72901.

Together with all improvements and appurtenances thereto belonging and including all heating, plumbing, and lighting fixtures and equipment thereon or thereafter placed thereon. In order to secure the payment of the Note and the Debt Modification Agreement, as and when the same should become due and payable as aforesaid, the Defendant, Max A. Rodriguez a/k/a Maximus Tyrannus Avery, made, executed, and delivered to the Plaintiff his Mortgage (hereinafter the “Mortgage”) dated January 18, 2019; his Assignment of Leases and Rents, (hereinafter the “Assignment of Leases and Rents”), dated January 18, 2019 and his Modification of Mortgage (hereinafter “Mortgage Modification”), dated February 18, 2020, conveying to the Plaintiff and assigning leases and rents to Plaintiff, the following described real property (hereinafter the “Real Property”)

4. The Mortgage and Assignment of Leases and Rents dated January 18, 2019 and the Mortgage Modification, were duly acknowledged by the Defendant, Max A. Rodriguez a/k/a Maximus Tyrannus Avery, and were duly filed for record in the office of the recorder of the Fort Smith District of Sebastian County, Arkansas. The Mortgage appears of record as Document No. 2019-01527 and was later re-recorded to correct an error in the legal description as

Document No. 2019-04491. The Assignment of Leases and Rents appears of record as Document No. 2019-01528 and was later re-recorded to correct an error in the legal description as Document No. 2019-04492. The Mortgage Modification appears of record as Document No. 2020-04532. A copy of the Mortgage, Assignment of Leases and Rents and Mortgage Modification are attached hereto as collectively Exhibit "B" and are by this reference made a part hereof as though fully set forth word for word.

5. In the Mortgage and Modification of Mortgage, Max A. Rodriguez a/k/a Maximus Tyrannus Avery, waived any and all rights of redemption and appraisal under the laws of the State of Arkansas, and further, he, released, relinquished, and conveyed all of his right, title, claim, and interest of every kind that he had or might thereafter acquire, including any curtesy, homestead, or other interest in and to the property thereby conveyed. In the Assignment of Leases and Rents, Max A. Rodriguez a/k/a Maximus Tyrannus Avery, assigned and conveyed all his right to any existing or future leases, subleases, licenses or guarantees for the use and occupancy of the Real Property which is the subject of this foreclosure suit and any rents thereon.

6. In order to further secure the payment of the Note, on January 19, 2019, the separate Defendant, Max A. Rodriguez a/k/a Maximus Tyrannus Avery, executed and delivered to the Plaintiff, his personal Guaranty of all present and future debts of Bolding Construction Company, Inc. to the Plaintiff, including Note No. XXX4604. A copy of the Guaranty executed by Max A. Rodriguez a/k/a Maximus Tyrannus Avery is attached hereto as Exhibit "C" and it is by this reference made a part hereof as fully set forth word for word.

7. The Note as extended by the Debt Modification Agreement was not paid when due and is now in default; and the Plaintiff, being the owner and holder of the Note, Debt

Modification Agreement, Mortgage, Assignment of Leases and Rents and Mortgage Modification has elected to exercise its right to foreclose its lien as the Note as extended by the Debt Modification Agreement is long past due.

8. The Plaintiff has a lien upon the lands heretofore mentioned and described with improvements thereon and appurtenances and fixtures thereunto belonging to secure the payment of the sum due Plaintiff by virtue of the Note, Debt Modification Agreement, Mortgage, Assignment of Leases and Rents and Mortgage Modification sued on herein, with accrued interest and all additional sums which the Plaintiff may be required to expend for taxes, legal assessments, insurance charges and attorneys' fees in connection with the property which lien is prior and paramount to any right, title, claim, interest, or equity of the Defendants, or any of them or their privies in blood or estate, or anyone claiming or holding any right, title, interest, or equity acquired since the recording of the Mortgage, Assignment of Leases and Rents and Mortgage Modification.

9. The conditions of the Note, Debt Modification Agreement, Mortgage, Assignment of Leases and Rents and Mortgage Modification have not been performed or complied with by the Defendants, Bolding Construction Company, Inc. and Max A. Rodriguez a/k/a Maximus Tyrannus Avery, or either of them, and the right of the Plaintiff to have foreclosure of the Mortgage, Assignment of Leases and Rents and Modification of Mortgage has become absolute.

10. By virtue of the failure of the Defendants, Bolding Construction Company, Inc. and Max A. Rodriguez a/k/a Maximus Tyrannus Avery, to pay the Note as extended by the Debt Modification Agreement when due, the Plaintiff has elected to declare the entire unpaid balance of the indebtedness immediately due and payable and to proceed to foreclose the Note Debt Modification Agreement, Mortgage, Assignment of Leases and Rents and Mortgage

Modification as it is entitled to do.

11. There is now due and payable to the Plaintiff on the Note as extended by the Debt Modification Agreement, an unpaid principal balance of Forty-nine Thousand Five Hundred Thirty-seven and 88/100 dollars, (\$49,537.88) accrued unpaid interest through April 19, 2021 in the sum of One Thousand Three Hundred Forty-eight and 62/100 dollars (\$1,348.62), accrued unpaid late charges in the sum of Two Hundred Eleven and 38/100 Dollars, (\$211.38), with interest further daily accruing at the rate of \$8.07535 per day.

12. Further, the Plaintiff is entitled to Judgment for attorney's fees and for any and all further additional amounts which it may be required to expend for taxes, special assessments or insurance on the mortgaged Real Property, with interest thereon as provided and for its costs expended in this action.

13. The separate Defendant, United Federal Credit Union, may claim some interest in the in the Real Property which is the subject of this foreclosure suit as a result of its pending claim against Bolding Construction Company, Inc. and Maximus Tyrannus Avery, individually, in the pending lawsuit filed in *United Federal Credit Union vs. Bolding Construction Company, Inc. and Maximus Tyrannus Avery, Individually*, in the Sebastian County Circuit Court, Fort Smith Division, Case No.: CV-20-835(VII). Additionally, the separate Defendant, United Federal Credit Union, may claim some interest in the Real Property as a result of its mortgage filed on July 19, 2018, and recorded as Document No. 2018-16049 and its mortgage filed on June 7, 2019, and recorded as Document No. 2019-11899 in the records of the Fort Smith District of Sebastian County, Arkansas. It is anticipated that the separate Defendant, United Federal Credit Union may claim its first mortgage lien is prior and superior to the liens of the Plaintiff.

14. The separate Defendant, SRS Distribution, Inc. d/b/a Southern Shingles, may claim

some interest in this property as a result of its Default Judgment filed on November 2, 2020 in the Circuit Court of Sebastian County, Fort Smith District, Case No. 66FCV-20-646(VII), *SRS Distribution d/b/a Southern Shingles vs. Bolding Construction Company, Inc. and Max Avery, individually*. This claim, if any is subsequent and inferior to the liens of the Plaintiff pursuant to the Mortgage, Assignments of Rents and Mortgage Modification sued on herein.

WHEREFORE, the Plaintiff, First National Bank of Fort Smith, prays that it have Judgment against the Defendants, Bolding Construction Company, Inc. and Max A. Rodriguez a/k/a Maximus Tyrannus Avery, jointly and severally for the sum of Forty-nine Thousand Five Hundred Thirty-seven and 88/100 dollars, (\$49,537.88) accrued unpaid interest through April 19, 2021 in the sum of One Thousand Three Hundred Forty-eight and 62/100 dollars (\$1,348.62), accrued unpaid late charges in the sum of Two Hundred Eleven and 38/100 Dollars, (\$211.38), with interest further daily accruing at the rate of \$8.07535 per day, together with an attorney's fee for its attorneys and for any and all additional amounts which Plaintiff may be required to expend for taxes, special assessments, or otherwise on the mortgaged Real Property, together with interest thereon as specified and provided in the Note, Debt Modification Agreement, Mortgage, Assignment of Leases and Rents and Mortgage Modification and for its costs in this action expended and interest on all of the above sums from date of entry of the Decree herein until fully paid at the maximum legal rate; that the Judgment be adjudged and declared to be a first and paramount lien on the above-described Real Property together with all improvements thereon and all appurtenances, fixtures, and equipment thereunto belonging or pertaining prior and superior to any right, title, claim, or interest of the Defendants or any of them or anyone claiming by through, or under them; that if the Judgment is not paid within a short time to be fixed by the Court that the above property be sold by the Commissioner of the Court appointed

for that purpose; that all right, title, and equity of the Defendants, Bolding Construction Company, Inc. and Max A. Rodriguez a/k/a Maximus Tyrannus Avery, United Federal Credit Union, SRS Distribution, Inc. d/b/a Southern Shingles; and each of them and any other person holding an interest in this Real Property subject to the Mortgage, Assignment of Leases and Rents and Mortgage Modification sued on herein as set forth above should be foreclosed and forever barred; that the purchaser at the sale may have a Writ of Assistance to be put in possession of the Real Property; and that the Plaintiff have all further equitable and proper relief.

Respectfully submitted,

LEDBETTER, COGBILL,
ARNOLD & HARRISON, LLP
ATTORNEYS AT LAW
P.O. BOX 185
FORT SMITH, AR 72902-0185
(479) 782-7294

BY: Rebecca D. Hattabaugh
REBECCA D. HATTABAUGH, ABA#96029
VICTOR L. CROWELL, ABA#2006211
LAURA J. PEARN, ABA#2014247
Attorneys for the Plaintiff,
First National Bank of Fort Smith

LOAN NUMBER 4604	LOAN NAME BOLDING CONSTRUCTION COMPANY INC	ACCT. NUMBER	NOTE DATE 01/18/19	INITIALS 3958
NOTE AMOUNT \$50,000.00	INDEX (w/Margin) Not Applicable	RATE 5.950% Creditor Use Only	MATURITY DATE 01/18/20	LOAN PURPOSE Commercial

PROMISSORY NOTE
(Commercial - Revolving Draw)

DATE AND PARTIES. The date of this Promissory Note (Note) is January 18, 2018. The parties and their addresses are:

LENDER:

THE FIRST NATIONAL BANK OF FORT SMITH
Post Office Box 7
802 Garrison Avenue
Fort Smith, AR 72902
Telephone: (479) 782-2041

BORROWER:

BOLDING CONSTRUCTION COMPANY INC
an Arkansas Corporation
304 S 14TH ST
FORT SMITH, AR 72901-0000

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Note up to the maximum outstanding principal balance of \$50,000.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Note is paid in full and you have no further obligations to make advances to me under the Loan.

I may borrow up to the Principal amount more than one time.

3. ADVANCES. Advances under this Note are made according to the following terms and conditions

A. Initial Advance. On January 18, 2019 I will receive an initial advance of \$377.00

B. Requests for Advances. My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

C. Advance Limitations. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) **Discretionary Advances.** You will make all Loan advances at your sole discretion
- (2) **Advance Amount.** Subject to the terms and conditions contained in this Note, advances will be made in exactly the amount I request.
- (3) **Cut-Off Time.** Requests for an advance received before 3:00:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (4) **Disbursement of Advances.** On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree
- (5) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any overadvances in addition to my regularly scheduled payments. I will repay any overadvance by repaying you in full within days after the overadvance occurs.
- (6) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

4. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 5.950 percent (Interest Rate).

BOLDING CONSTRUCTION COMPANY INC
Arkansas Promissory Note
AR/4XFC A03100000000001895024N

Walters Kluwer Financial Services ©1996, 2019 Bankers Systems™

Initials *MB*
Page 1



EXHIBIT "A"

A. Post-Maturity Interest. After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the interest rate in effect from time to time, until paid in full.

B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Statutory Authority. The amount assessed or collected on this Note is authorized by the Arkansas usury laws under Ark. Const. (Amendment 89), provided such laws are not otherwise preempted by federal laws and regulations.

D. Accrual. Interest accrues using an Actual/365 days counting method.

6. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Recording - Releasee. A(n) Recording - Releasee fee of \$40.00 payable from the loan proceeds.

Recording - Mortgage. A(n) Recording - Mortgage fee of \$60.00 payable from the loan proceeds.

Recording - Assignment of Rents. A(n) Recording - Assignment of Rents fee of \$65.00 payable from the loan proceeds.

Loan Processing. A(n) Loan Processing fee of \$200.00 payable from the loan proceeds.

Flood Insurance Determination Charge. A(n) Flood Insurance Determination Charge fee of \$12.00 payable from the loan proceeds.

6. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 10 days late, I will be charged 10.000 percent of the Amount of Payment. However, this charge will not be greater than \$150.00. I will pay this late charge promptly but only once for each late payment.

7. PAYMENT. I agree to pay this Note on demand, but if no demand is made, I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning February 18, 2019, then on the same day of each month thereafter. A final payment of the entire unpaid outstanding balance of Principal and interest will be due January 18, 2020.

Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Interest payments will be applied first to any charges I owe other than late charges, then to accrued, but unpaid interest, then to late charges. Principal payments will be applied first to the outstanding Principal balance, then to any late charges. If you and I agree to a different application of payments, we will describe our agreement on this Note. The actual amount of my final payment will depend on my payment record.

8. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. LOAN PURPOSE. The purpose of this Loan is WORKING CAPITAL.

10. SECURITY. The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document
Leases And Rents Assignment - 302 14TH ST S, FORT SMITH, AR 72901	MAX A RODRIGUEZ AKA MAXIMUS TYRANNUS AVERY
Mortgage - 302 14TH ST S, FORT SMITH, AR 72901	MAX A RODRIGUEZ AKA MAXIMUS TYRANNUS AVERY

11. DEFAULT. I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.

C. Business Termination. I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. New Organizations. Without your written consent, I organize, merge into, or consolidate with an entity; acquire all or substantially all of the assets of another; materially change the legal structure, management, ownership or financial condition; or effect or enter into a domestication, conversion or interest exchange.

E. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Note.

F. Other Documents. A default occurs under the terms of any other Loan Document.

G. Other Agreements. I am in default on any other debt or agreement I have with you.

H. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

I. Judgment. I fail to satisfy or appeal any judgment against me.

J. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

K. Name Change. I change my name or assume an additional name without notifying you before making such a change.

L. Property Transfer. I transfer all or a substantial part of my money or property.

M. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

N. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.

O. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

12. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

13. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impact any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.
- (7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

14. REMEDIES. After I default, you may at your option do any one or more of the following

A. Acceleration. You may make all or any part of the amount owing by the terms of this Note immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.

E. Termination. You may terminate my rights to obtain advances or other extensions of credit by any of the methods provided in this Note.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees (as determined under Ark. Code Ann. §16-22-306), court costs, and other legal expenses. If not paid immediately, these expenses will bear interest from the date of the payment until paid in full at the same interest rate in effect as provided in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

16. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

17. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Note is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Note and the obligation evidenced by this Note are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

18. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I will insure or retain insurance coverage on the Property and abide by the insurance requirements of any security instrument securing the Loan.

B. Insurance Warranties. I agree to purchase any insurance coverages that are required, in the amounts you require, as described in this or any other documents I sign for the Loan. I will provide you with continuing proof of coverage. I will buy or provide insurance from a firm licensed to do business in the State where the Property is located. If I buy or provide the insurance from someone other than you, the firm will be reasonably acceptable to you. I will have

BOLDING CONSTRUCTION COMPANY INC

Arkansas Promissory Note

AR/4XFCAD3100000000001895024H

Walters Kluwer Financial Services ©1998, 2019 Bankers Systems™

Initials 
Page 3

EXHIBIT "A"

the insurance company name you as loss payee on any insurance policy. You will apply the insurance proceeds toward what I owe you on the outstanding balance. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will keep the insurance until all debts secured by this agreement are paid. If I want to buy the insurance from you, I have signed a separate statement agreeing to this purchase.

19. APPLICABLE LAW. This Note is governed by the laws of Arkansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

20. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.

21. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 870 of the John Warner Nations Defense Authorization Act for Fiscal Year 2007.

22. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

23. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

24. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Loan. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

25. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

26. SIGNATURES. By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

BOLDING CONSTRUCTION COMPANY INC

By  Date 1-19-2019
MAX A RODRIGUEZ AKA MAXIMUS TYRANNUS AVERY, President

PRIOR OBLIGATION INFORMATION	LOAN NUMBER	ACCT. NUMBER	NOTE DATE	CREDIT LIMIT	MATURITY DATE
	4604		01/18/19	\$50,000.00	01/18/20
AMENDED OBLIGATION INFORMATION	LOAN NUMBER	ACCT. NUMBER	MODIFICATION DATE	CREDIT LIMIT	
	4604		FEBRUARY 18, 2020	\$50,000.00 /	
	MATURITY DATE	INDEX (w/margin)	INTEREST RATE	INITIALS	
	01/18/21	Not Applicable	5.950%	33958	

Credits Use Only

DEBT MODIFICATION AGREEMENT

DATE AND PARTIES. The date of this Debt Modification Agreement (Modification) is FEBRUARY 18, 2020. The parties and their addresses are:

LENDER:

THE FIRST NATIONAL BANK OF FORT SMITH
Post Office Box 7
602 Garrison Avenue
Fort Smith, AR 72902
Telephones: (479) 782-2041

BORROWER:

BOLDING CONSTRUCTION COMPANY INC
an Arkansas Corporation
304 S 14TH ST
FORT SMITH, AR 72901-0000

1. DEFINITIONS. In this Modification, these terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Modification and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan. "You" and "your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or entity that acquires an interest in the Modification or the Prior Obligation.
- B. Amended Obligation.** Amended Obligation is the resulting agreement that is created when the Modification amends the Prior Obligation. It is described above in the AMENDED OBLIGATION INFORMATION section.
- C. Credit Limit.** Credit Limit means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time. My Credit Limit is stated at the top of this Modification.
- D. Loan.** Loan refers to this transaction generally. It includes the obligations and duties arising from the terms of all documents prepared or submitted in association with the Prior Obligation and this modification, such as applications, security agreements, disclosures, notes, agreements, and this Modification.
- E. Modification.** Modification refers to this Debt Modification Agreement.
- F. Prior Obligation.** Prior Obligation refers to my original agreement described above in the PRIOR OBLIGATION INFORMATION section, and any subsequent extensions, renewals, modifications or substitutions of it.

2. BACKGROUND. You and I have previously entered into a Prior Obligation. As of the date of this Modification, the outstanding, unpaid balance of the Prior Obligation is \$49,637.88. Conditions have changed since the execution of the Prior Obligation instruments. In response, and for value received, you and I agree to modify the terms of the Prior Obligation, as provided for in this Modification.

3. CONTINUATION OF TERMS. I agree and understand that all other terms and provisions in the Prior Obligation survive and continue in full force and effect, except to the extent that they are specifically and expressly amended by this Modification. The express amendment of a term does not amend related or other terms - even if the related or other terms are contained in the same section or paragraph of the Prior Obligation. For illustration purposes only, a modification of the interest rate to be paid during the term of the loan would not modify the default rate of interest even though both of those terms are described in the Prior Obligation in a common section titled "Interest". The term "Prior Obligation" includes the original instrument and any modifications prior to this Modification.

4. TERMS. The Prior Obligation is modified as follows:

A. Interest. Our agreement for the payment of interest is modified to read:

(1) **INTEREST.** Interest will accrue on the unpaid Principal balance of the Loan at the rate of 5.950 percent (Interest Rate).

B. Maturity and Payments. The maturity and payment provisions are modified to read:

BOLDING CONSTRUCTION COMPANY INC
Debt Modification Agreement
AR4XFCAG310000000002186018N

Walters Kluwer Financial Services ©1996, 2020 Bankers Systems™

Initials _____
Page 1



EXHIBIT "A"

(1) PAYMENT. I agree to pay the Loan on demand, but if no demand is made, I agree to pay all accrued interest on the balance outstanding from time to time in regular payments beginning February 18, 2020, then on the same day of each month thereafter. A final payment of the entire unpaid outstanding balance of Principal and interest will be due January 18, 2021.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

(2) Maturity. The maturity provision is modified to read:

(a) Maturity Date. Consistent with our existing periodic payment arrangement, except any scheduled, final payment, I agree that the entire outstanding balance of Principal and accrued interest is due on, or before, January 18, 2021.

C. Fees and Charges. As additional consideration for your consent to enter into this Modification, I agree to pay, or have paid these additional fees and charges:

(1) Late Charge. If a payment is more than 10 days late, I will be charged 10.000 percent of the Amount of Payment. However, this charge will not be greater than \$150.00. I will pay this late charge promptly but only once for each late payment.

6. WAIVER. I waive all claims, defenses, setoffs, or counterclaims relating to the Prior Obligation, or any document securing the Prior Obligation, that I may have. Any party to the Prior Obligation that does not sign this Modification, shall remain liable under the terms of the Prior Obligation unless released in writing by you.

8. SIGNATURES. By signing, I agree to the terms contained in this Modification. I also acknowledge receipt of a copy of this Modification.

BORROWER:

BOLDING CONSTRUCTION COMPANY INC

By 
MAX A RODRIGUEZ AKA MAXIMUS TYRANNUS AVERY, President

LENDER:

The First National Bank of Fort Smith

By 
S. Allen McFerran, Commercial Banker



This instrument was prepared by Loan Administrator, The First National Bank of Fort Smith, Post Office Box 7, Fort Smith, AR 72902

When recorded return to Loan Administrator, The First National Bank of Fort Smith, Post Office Box 7, Fort Smith, AR 72902

2019-01527
Certificate of Record
FORT SMITH DISTRICT
SEBASTIAN COUNTY, ARKANSAS
SHARON BROOKS, CO CLERK & RECORDER
01/23/2019 04:23:26 PM
RECORDING FEE 60.00
Pages: 10

2019-04491
Certificate of Record
FORT SMITH DISTRICT
SEBASTIAN COUNTY, ARKANSAS
SHARON BROOKS, CO CLERK & RECORDER
03/05/2019 12:38:02 PM
RECORDING FEE 60.00
Pages: 10

Re-record due to error in legal

Space Above This Line For Recording Data

MORTGAGE

(With Futura Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is JANUARY 18, 2019. The parties and their addresses are:

MORTGAGOR/GRANTOR:

MAX A RODRIGUEZ AKA MAXIMUS TYRANNUS AVERY
An unmarried individual
304 S 14TH ST
FORT SMITH, AR 72901-0000

LENDER/GRANTEE:

THE FIRST NATIONAL BANK OF FORT SMITH
Organized and existing under the laws of the United States of America
Post Office Box 7
602 Garrison Avenue
Fort Smith, AR 72902

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

N/2 LOT 10 ALL OF LOTS 11-12 BLOCK I FITZGERALD ADDITION TO THE CITY OF FORT SMITH, AR

BOLDING CONSTRUCTION COMPANY INC
Arkansas Mortgage
AR/4XFCA031000000000001895024N

Walters Kluwer Financial Services ©1996, 2019 Bankers
Systems™


Initials 
Page 1



EXHIBIT "B"

The property is located in Sebastian County at 302 14TH ST S, FORT SMITH, Arkansas 7 2901. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 4604, dated January 18, 2019, from BOLDING CONSTRUCTION COMPANY INC (Borrower) to Lender, with a maximum credit limit of \$50,000.00 and maturing on January 18, 2020.

B. Future Advances. All future advances from Lender to BOLDING CONSTRUCTION COMPANY INC under the Specific Debts executed by BOLDING CONSTRUCTION COMPANY INC in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to BOLDING CONSTRUCTION COMPANY INC either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from BOLDING CONSTRUCTION COMPANY INC to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. NON-OBLIGATED MORTGAGOR. Any Mortgagor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Mortgagor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Mortgagor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Mortgagor in the context of that separate agreement.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

11. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

BOLDING CONSTRUCTION COMPANY INC
Arkansas Mortgage
AR/4XFCA03100000000001895024N

Wolters Kluwer Financial Services ©1996, 2019 Bankers
Systems™

Initials 
Page 3

EXHIBIT "B"

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments.** Mortgagor or Borrower fail to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
- C. Death or Incompetency.** Mortgagor dies or is declared legally incompetent.
- D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.