

THIS INSTRUMENT PREPARED BY: J. ROBIN NIX, II, ATTORNEY

# Warranty Deed

(WITH RELINQUISHMENT OF DOWER & CURTESY)



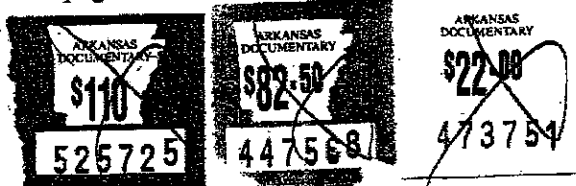
KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **Juddson Reed and Amy Reed, husband and wife**, for and in consideration of the sum of \$66,000.00, and other good and valuable considerations to us in hand paid by the **Grantee** herein, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **DKI, LLC**, and unto its successors and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to wit:

Lot 2 of W.D. Young's Subdivision of Lot 5 of Pyle's Second Addition to the City of Jonesboro, Arkansas.

AND

Lot 9 in Block "C" of Oakhurst Addition to the City of Jonesboro, Arkansas, as shown by Plat of record in Deed Record 36 page 175 at Jonesboro, Arkansas, and to easements as shown on recorded plat.



To have and to hold the same unto the said **Grantee** and unto its successors and assigns forever, with all appurtenances hereunto belonging.

And we hereby covenant with said **Grantee** that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, **Juddson Reed and Amy Reed, husband and wife**, for and in consideration of the said sum of money, do hereby release and relinquish unto the said **Grantee** our rights of dower, curtesy, and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 20<sup>th</sup> day of January, 2006.

Juddson Reed  
JUDDSON REED

Amy Reed  
AMY REED

ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, **Juddson Reed and Amy Reed, husband and wife**, to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public on this 20<sup>TH</sup> day of January, 2006.

My Commission Expires:  
August 20, 2010

Sanda Greene  
Notary Public



I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument.

Buyer

Address

510 SHADOW RIDGE DR

*Joe* DEED BK 715 PG 483 - 484  
DATE 01/23/2006  
TIME 04:26:27 PM  
RECORDED IN  
OFFICIAL RECORDS OF  
CRAIGHEAD COUNTY  
ANN HUDSON  
CIRCUIT CLERK  
M. Hudson, D.C.  
RECEIPT# 144721



\* JB 2011 R - 013766 6 \*

JB2011R-013766

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

09/09/2011 10:14AM

BY  D. C.

Prepared By:

LIBERTY BANK OF ARKANSAS

Attn: RANDY REYNOLDS, Vice Pres

PO BOX 7514

JONESBORO, AR 72403

(870) 934-9000 LOAN # 7860436210

### ARKANSAS MORTGAGE

THIS MORTGAGE, made and entered into this day by and between \_\_\_\_\_

DKI, LLC

whose address is 510 SHADOW RIDGE DRIVE JONESBORO, AR 72404

\_\_\_\_\_ as Mortgagor (herein

designated as "Mortgagor"), and LIBERTY BANK OF ARKANSAS

whose address is: PO BOX 7514 JONESBORO, AR 72403

(herein designated as "Mortgagee"), WITNESSETH:

**Original**

WHEREAS, DKI, LLC

is indebted to Mortgagee in the full sum of Sixty Seven Thousand Eight Hundred Twenty Eight and 83/100


(Dollars (\$ 67,828.83 ) evidenced by ONE promissory note of even date herewith in favor of Mortgagee, bearing interest from 08/29/2011 at the rate specified in the note, providing for payment of attorney's fees for collection if not paid according to terms thereof and being due and payable as set forth below:

Repayment Provisions:

**ON DEMAND BUT IF NO DEMAND IS MADE:**

Principal and interest are repayable in 35 equal installment payments, amortized over 240 payment(s), in the amount of \$488.52 each, commencing on September 18, 2011 and continuing monthly thereafter, and one (1) final payment consisting of the full amount of the principal and all accrued interest remaining due and payable on August 18, 2014.

Other:

 Page 1 of 6

otherwise, in a newspaper of general statewide daily circulation. Sale of the Property pursuant to a non-judicial statutory foreclosure shall be advertised by publishing the notice, in prescribed statutory form, in a newspaper of general circulation in the county in which the Property is situated or in a newspaper of general statewide daily publication one (1) time a week for four (4) consecutive weeks prior to the date of sale, with the final publication being no more than ten (10) days prior to the sale. Mortgagee shall have the same right to purchase the Property at the sale as would a purchaser who is not a party to this Mortgage and, in lieu of cash or a credit of three months, Mortgagee may bid a credit on the debt secured hereby. Mortgagor hereby waives and releases any and all rights of homestead, dower, curtesy, sale, appraisal and redemption accorded under the laws of the State of Arkansas now in force or hereafter enacted, and especially the rights of redemption accorded by A.C.A. § 18-49-106 and A.C.A. § 16-66-502 et. seq.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Mortgagee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Mortgagee's selection shall be binding upon Mortgagor. Should Mortgagee be a corporation or any unincorporated association, then any officer thereof may declare Mortgagor to be in default as provided in Paragraph 10 and proceed to sell the Property.

From the proceeds of the sale Mortgagee shall first pay all costs of the sale including reasonable costs incurred to update the title to the Property and publish notice of the sale; then the indebtedness due Mortgagee by Mortgagor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Mortgagor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Mortgage shall also secure all future and additional advances which Mortgagee may make to Mortgagor from time to time upon the security herein conveyed. Such advances shall be optional with Mortgagee and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Mortgagor and Mortgagee. Any such advance may be made to any one of the Mortgagors should there be more than one, and if so made, shall be secured by this Mortgage to the same extent as if made to all Mortgagors.

2. This Mortgage shall also secure any and all other indebtedness of Mortgagor due to Mortgagee with interest thereon as specified, or of any of the Mortgagors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter, rising at any time before cancellation of this Mortgage. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Provided, however, Paragraph 2 above will not apply to any other indebtedness if (a) a disclosure is required for such indebtedness under the Federal Truth-in-Lending Act or the Real Estate Settlement Procedures Act (RESPA) and such disclosure is not timely provided as required, or (b) if such other indebtedness includes a prohibited act or practice under the Federal Truth-in-Lending Act for a loan secured by a dwelling with the same features.

4. Mortgagor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Mortgagee may reasonably require in such amounts as Mortgagor may determine but not for less than the indebtedness secured by this Mortgage. All policies shall be written by reliable insurance companies acceptable to Mortgagee, shall include standard loss payable clauses in favor of Mortgagee and shall be delivered to Mortgagee. Mortgagor shall promptly pay when due all premiums charged for such insurance, and shall furnish Mortgagee the premium receipts for inspection. Upon Mortgagor's failure to pay the premiums, Mortgagee shall have the right, but not the obligation, to pay such premiums, and/or the right to hold the Mortgagor in default and exercise its rights as a secured creditor and may make use of any other remedy available under this Mortgage or any other agreements with the Mortgagor, including, but not limited to, foreclosure of any collateral which secures the undersigned's loan. In the event of a loss covered by the insurance in force, Mortgagor shall promptly notify Mortgagee who may make proof of loss if timely proof is not made by Mortgagor. All loss payments shall be made directly to the Mortgagee as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Mortgagor, or release such proceeds in whole or in part to Mortgagor.

5. Mortgagor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Mortgagee therein, during the term of this Mortgage before such taxes or assessments become delinquent, and shall furnish Mortgagee the tax receipts for inspection. Should Mortgagor fail to pay all taxes and assessments when due, Mortgagee shall have the right, but not the obligation, to make these payments.

6. Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Mortgagor shall use the Property for lawful purposes only. Mortgagee may make or arrange to be made entries upon and inspections of the Property after first giving Mortgagor notice prior to any inspection specifying a just cause related to Mortgagee's interest in the Property. Mortgagee shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Mortgagor a reasonable opportunity to make the repairs.

Should the purpose of the primary indebtedness for which this Mortgage is given as security be for construction of improvements on the land herein conveyed, Mortgagee shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Mortgagee determine that Mortgagor is failing to perform such construction in a timely and satisfactory manner, Mortgagee shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Mortgagor after first affording Mortgagor a reasonable opportunity to continue the construction in a manner agreeable to Mortgagee.

7. Any sums advanced by Mortgagee for insurance, taxes, repairs or construction as provided in Paragraphs 4, 5 and 6 shall be secured by this Mortgage as advances made to protect the Property and shall be payable by Mortgagor to Mortgagee, with interest at the rate specified in the note representing the primary indebtedness, within thirty days following written demand for payment sent by Mortgagee to Mortgagor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Mortgagee has made payment shall serve as conclusive evidence thereof.

8. As additional security Mortgagor hereby assigns to Mortgagee all rents accruing on the Property. Mortgagor shall have the right to collect and retain any rents as long as Mortgagor is not in default as provided in Paragraph 10. In the event of default, Mortgagee in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.

9. If all or any part of the Property, or an interest therein, is sold or transferred by Mortgagor, excluding (a) the creation of a lien subordinate to this Mortgage, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Mortgagee may declare all the indebtedness to be immediately due and payable. Mortgagee shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Mortgagee and Mortgagor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory

to Mortgagee and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Mortgagor's successor in interest executing a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under the Mortgage and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Mortgagee elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Mortgagee shall not operate to release Mortgagor or Mortgagor's successor in interest from any liability imposed by this Mortgage or by the Indebtedness.

If Mortgagee elects to exercise the option to accelerate, Mortgagee shall send Mortgagor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Mortgagor may pay the indebtedness in full. If Mortgagor fails to pay such Indebtedness prior to the expiration of thirty days, Mortgagee may, without further notice to Mortgagor, invoke any remedies set forth in this Mortgage.

10. Mortgagor shall be in default under the provisions of this Mortgage if Mortgagor (a) shall fail to comply with any of Mortgagor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Mortgagee in good faith deems itself insecure and its prospect of repayment seriously impaired.

11. Each privilege, option or remedy provided in this Mortgage to Mortgagee is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Mortgagee or by any other owner or holder of the Indebtedness. Forbearance by Mortgagee in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Mortgagee's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Mortgagor" or "Mortgagee" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Mortgage. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 9. If there be more than one Mortgagor, then Mortgagor's obligation shall be joint and several. Whenever in this Mortgage context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Mortgagee to Mortgagor shall be sent to the address of Mortgagor shown in this Mortgage.

13. The Mortgagor covenants and agrees that the Mortgagor (a) has not stored and shall not store (except in compliance with all Federal, state and local statutes, laws, ordinances, rules, regulations and common law now or hereafter in effect, and all amendments thereto, relating to the protection of the health of living organisms or the environment (collectively, "Environmental Requirements")) and has not disposed and shall not dispose of any Hazardous Substances (as hereinafter defined) on the Property, (b) has not transported or arranged for the transportation of and shall not transport or arrange for the transportation of any Hazardous Substances, and (c) has not suffered or permitted, and shall not suffer or permit, any owner, lessee, tenant, invitee, occupant or operator of the Property or any other person to do any of the foregoing.

The Mortgagor covenants and agrees to maintain the Property at all times (a) free of any Hazardous Substance (except in compliance with all Environmental Requirements) and (b) in compliance with all Environmental Requirements.

The Mortgagor agrees promptly: (a) to notify the Mortgagee in writing of any change in the nature or extent of Hazardous Substances maintained on or with respect to the Property, (b) to transmit to the Mortgagee copies of any citations, orders, notices or other material governmental communications received with respect to Hazardous Materials upon, about or beneath the Property or the violation or breach of any Environmental Requirement, (c) to observe and comply with any and all Environmental Requirements relating to the use, maintenance and disposal of Hazardous Substances and all orders, directives from any official, court or agency of competent jurisdiction relating to the use, maintenance, treatment, storage, transportation, generation and disposal of Hazardous Substances, (d) to pay, perform or otherwise satisfy any fine, charge, penalty, fee, damage, order, judgment, decree or imposition related thereto which, if unpaid, would constitute a lien on the Property, unless (i) the validity thereof shall be contested diligently and in good faith by appropriate proceedings and with counsel reasonably satisfactory to the Mortgagee and (ii) so long as the Mortgagor shall at all times have deposited with the Mortgagee, or posted a bond satisfactory to the Mortgagee in a sum equal to the amount necessary (in the reasonable discretion of the Mortgagee) to comply with such order or directive (including, but not limited to, the amount of any fine, penalty, interest or cost that may become due thereon by reason of or during such contest); provided, however, that payment in full with respect to such fine, charge, penalty, fee, damage, order, judgment, decree or imposition shall be made not less than twenty (20) days before the first date upon which the Property, or any portion thereof, shall be seized and sold in satisfaction thereof, and (e) to take all appropriate response actions, including any removal or remedial actions, in the event of a release, emission, discharge or disposal of any Hazardous Substances in, on, under or from the Property necessary in order for the Property to be or remain in compliance with all Environmental Requirements, (f) upon the request of the Mortgagee, to permit the Mortgagee, including its officers, agents, employees, contractors and representatives, to enter and inspect the Property for purposes of conducting an environmental assessment, (g) upon the request of the Mortgagee, and at the Mortgagor's expense, to cause to be prepared for the Property such site assessment reports, including, without limitation, engineering studies, historical reviews and testing, as may be reasonably requested from time to time by the Mortgagee.

In addition to all other indemnifications contained herein, the Mortgagor agrees to indemnify, defend and reimburse and does hereby hold harmless the Mortgagee, and its officers, directors, agents, shareholders, employees, contractors, representatives, successors and assigns, from and against any and all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, of whatever kind or nature, including, without limitation, reasonable attorney's fees and consultants' fees, arising from the presence of Hazardous Substances upon, about or beneath the Property or migrating to and from the Property or arising in any manner whatsoever out of the violation of any Environmental Requirements pertaining to the Property and the activities thereon, or arising from the breach of any covenant or representation of the Mortgagor contained in this Mortgage. The Mortgagor's obligations under this Section shall survive any foreclosure on the Property or repayment or extinguishment of the indebtedness secured hereby.

The Provisions of this Mortgage are in addition to and supplement any other representations, warranties, covenants and other provisions contained in any other loan documents that Mortgagor has executed for the benefit of Mortgagee.

For purposes of this Mortgage, "Hazardous Substances" shall mean any substance

- (a) The presence of which requires investigation, removal, remediation or any form of clean-up under any Federal, state or local statute regulation, ordinance, order, action, policy or common law now or hereafter in effect, or any amendments thereto; or
- (b) Which is or becomes defined as a "hazardous waste," "hazardous substance," "pollutant" or "contaminant" under any Federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or

- (c) Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is regulated presently or in the future by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the state where the Property is located or any political subdivision thereof; or
- (d) The presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or
- (e) The presence of which on adjacent properties could constitute a trespass by the Mortgagor; or
- (f) Which contains, without limitation, gasoline, diesel fuel or the constituents thereof, or other petroleum hydrocarbons; or
- (g) Which contains, without limitation, polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
- (h) Which contains, without limitation, radon gas; or
- (i) Which contains, without limitation, radioactive materials or isotopes.

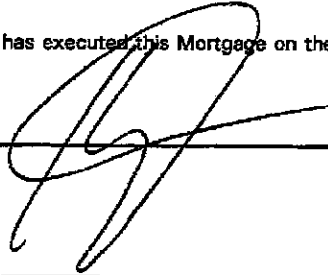
14. If checked, this Mortgage is intended to serve as a fixture filing under the Arkansas Uniform Commercial Code, and the following provision applies:

**Fixtures:** Some of the items described herein are goods that are or are to become fixtures related to the Property, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee at the address stated above. The mailing address of the Mortgagor is also as stated above.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the 29th day of August 2011.

DKI, LLC

BY: RICHARD KNIGHT, Managing Member



8/29/11  
Date

Date

**Original**

Date

Date

Date

Date

Attest: \_\_\_\_\_

(Seal)

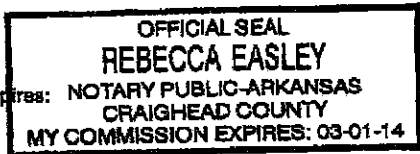
**ACKNOWLEDGMENTS ON REVERSE**

ACKNOWLEDGMENT  
Limited Liability Company

STATE OF ARKANSAS                    )  
  )ss.  
COUNTY OF CRAIGHEAD            )

Before me, a Notary Public duly commissioned, qualified and acting, within and for the county and state aforesaid in person the within named RICHARD KNIGHT of DKI, LLC, a Arkansas limited liability company, a Member (or the Managing Member) of DKI, LLC a Arkansas limited liability company, to me personally well known, who stated that he/she/they was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of DKI, LLC, as a Member (or Managing Member) of DKI, LLC and further stated and acknowledged that he/she/they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 29th day of August, 2011.



My Commission expires:

Rebecca Easley  
NOTARY PUBLIC

\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_ )ss.

**Original**

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



\* JB 2014 R - 015400 3 \*

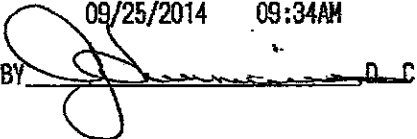
JB2014R-015400

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

09/25/2014 09:34AM

BY 



**RECORDATION REQUESTED BY:**

CENTENNIAL BANK  
Jonesboro Main Branch  
2901 East Highland Drive  
Jonesboro, AR 72401

**WHEN RECORDED MAIL TO:**

Centennial Bank  
PO Box 906  
Conway, AR 72033

**SEND TAX NOTICES TO:**

CENTENNIAL BANK  
Jonesboro Main Branch  
2901 East Highland Drive  
Jonesboro, AR 72401

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

Name: Anthony Tucker, Loan Doc Prep Specialist  
Company: CENTENNIAL BANK  
Address: PO Box 906, Conway, AR 72033

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE dated August 18, 2014, is made and executed between DKI, LLC, whose address is PO Box 52145, Shreveport, LA 71135 (referred to below as "Grantor") and CENTENNIAL BANK, whose address is 2901 East Highland Drive, Jonesboro, AR 72401 (referred to below as "Lender").**

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 29, 2011 (the "Mortgage") which has been recorded in Craighead County, State of Arkansas, as follows:

Mortgage recorded as instrument number JB2011R-013766 in the records of Craighead County, AR.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Craighead County, State of Arkansas:

Tract 1: Lot 2, of W.D. Young's Subdivision of Lot 5 of Pyle's Addition to the City of Jonesboro, Arkansas.

Tract 2: Lot 9 in Block "C" of Oakhurst Addition to the City of Jonesboro, Arkansas.

The Real Property or its address is commonly known as 317 N Rogers and 1328 W Huntington, Jonesboro, AR 72401.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Modification Agreement is executed in connection with, and is supplemented by, that certain Change in Terms Agreement of even date herewith, the terms and provisions of which are incorporated herein and made a part hereof as if set forth herein word for word

The Mortgage together with all modifications, amendments and extensions thereof, if any, shall be collectively referred to herein as, the "Mortgage".

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 7860436210

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 18, 2014.

GRANTOR:

DKI, LLC

By: [Signature]  
Richard E Knight, Operating Manager of DKI, LLC

LENDER:

CENTENNIAL BANK

x [Signature]  
Janet K. Duffel, Loan Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF LOUISIANA )  
 ) SS  
COUNTY OF BOSSIER )

On this 28 day of August, 2014, before me, Janis Castine, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Richard E Knight, (being the person or persons authorized by said limited liability company to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he or she was the Operating Manager of DKI, LLC, a limited liability company, and was duly authorized in his or her respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said limited liability company, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of August, 2014.

By [Signature]  
Notary Public in and for the State of LOUISIANA

Residing at Bossier City, Louisiana  
My commission expires Life

JANIS CASTINE, NOTARY PUBLIC  
BOSSIER PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE  
NOTARY ID # 1341

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 7860436210

Page 3

LENDER ACKNOWLEDGMENT

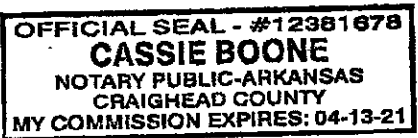
STATE OF Arkansas )  
 )  
COUNTY OF Craighead ) SS  
 )

On this 22 day of September, 2014, before me, Cassie Boone, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Janet K. Duffel (being the person or persons authorized by said corporation to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he or she was the Loan Officer of CENTENNIAL BANK, a corporation, and was duly authorized in his or her respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said corporation, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of September, 2014.

By Cassie Boone  
Notary Public in and for the State of Arkansas

Residing at Jonesboro, AR  
My commission expires 4-13-21

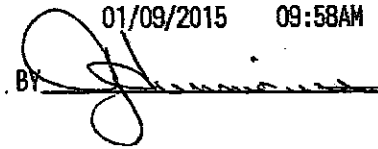


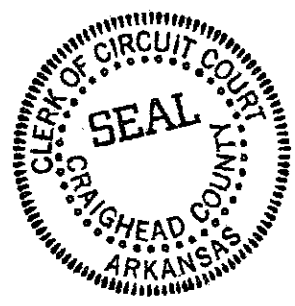


\* JB2015R-000408 3 \*

JB2015R-000408  
CANDACE EDWARDS  
CRAIGHEAD COUNTY

RECORDED ON:  
01/09/2015 09:58AM

BY  D. C.



**RECORDATION REQUESTED BY:**  
CENTENNIAL BANK  
Jonesboro Main Branch  
2901 East Highland Drive  
Jonesboro, AR 72401

**WHEN RECORDED MAIL TO:**  
Centennial Bank  
PO Box 906  
Conway, AR 72033

**SEND TAX NOTICES TO:**  
CENTENNIAL BANK  
Jonesboro Main Branch  
2901 East Highland Drive  
Jonesboro, AR 72401

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Name: Jennifer Logsdon, Loan Doc Prep Specialist  
Company: CENTENNIAL BANK  
Address: PO Box 906, Conway, AR 72033

### MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated December 18, 2014, is made and executed between **DKI, LLC**, whose address is PO Box 52145, Shreveport, LA 71135 (referred to below as "Grantor") and **CENTENNIAL BANK**, whose address is 2901 East Highland Drive, Jonesboro, AR 72401 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 29, 2011 (the "Mortgage") which has been recorded in Craighead County, State of Arkansas, as follows:

Mortgage recorded as Instrument number JB2011R-013766 in the records of Craighead County, Arkansas

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Craighead County, State of Arkansas:

Lot 9 in Block "C" of Oakhurst Addition to the City of Jonesboro, Arkansas.

The Real Property or its address is commonly known as 1328 W Huntington, Jonesboro, AR 72401.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Modification Agreement is executed in connection with, and is supplemented by, that certain Change in Terms Agreement of even date herewith, the terms and provisions of which are incorporated herein and made a part hereof as if set forth herein word for word

The Mortgage together with all modifications, amendments and extensions thereof, if any, shall be collectively referred to herein as, the "Mortgage".

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 7860436210

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 18, 2014.

GRANTOR:

DKI, LLC

By: [Signature]  
Richard E Knight, Managing Member of DKI, LLC

LENDER:

CENTENNIAL BANK

X [Signature]  
Janet K Duffel, Loan Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF LOUISIANA )  
 ) SS  
COUNTY OF BOSSIER )

On this 29 day of DECEMBER, 20 14, before me, JANIS CASTINE, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Richard E Knight, (being the person or persons authorized by said limited liability company to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he or she was the Managing Member of DKI, LLC, a limited liability company, and was duly authorized in his or her respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said limited liability company, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29 day of DECEMBER, 20 14.

By: [Signature]  
Notary Public in and for the State of LOUISIANA

Residing at BOSSIER PARISH, LOUISIANA  
My commission expires Life

JANIS CASTINE, NOTARY PUBLIC  
BOSSIER PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE  
NOTARY ID # 2341

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 7860436210

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Arkansas )  
 ) SS  
COUNTY OF Craighead )

On this 5th day of January, 2015, before me, Candace Cerrato, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Janet K. Duffel (being the person or persons authorized by said corporation to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he or she was the Loan Officer of CENTENNIAL BANK, a corporation, and was duly authorized in his or her respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said corporation, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5th day of January, 2015.

By Candace Cerrato  
Notary Public in and for the State of Arkansas

Residing at Genesee  
My commission expires 1/30/23



2018R-002786

FILED

JONESBORO DISTRICT  
CRAIGHEAD COUNTY, ARKANSAS  
CANDACE EDWARDS, CLERK & RECORDER

02/12/2018 10:16:49 AM

FEE: 25.00

PAGES: 3

JAMIE HUNNICUTT

**RECORDATION REQUESTED BY:**

CENTENNIAL BANK  
Jonesboro Main Branch  
2901 East Highland Drive  
Jonesboro, AR 72401

**WHEN RECORDED MAIL TO:**

Centennial Bank  
PO Box 906  
Conway, AR 72033

**SEND TAX NOTICES TO:**

CENTENNIAL BANK  
Jonesboro Main Branch  
2901 East Highland Drive  
Jonesboro, AR 72401

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:

Name: Amber Evans, Loan Doc Prep Specialist  
Company: CENTENNIAL BANK  
Address: PO Box 906, Conway, AR 72033

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated December 14, 2017, is made and executed between DKI, LLC, whose address is 220 E Lakeshore Drive, Cherokee Village, AR 72529 (referred to below as "Grantor") and CENTENNIAL BANK, whose address is 2901 East Highland Drive, Jonesboro, AR 72401 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 29, 2011 (the "Mortgage") which has been recorded in Craighead County, State of Arkansas, as follows:

Mortgage recorded as instrument number JB2011R-013766 in the public records of Craighead County, Arkansas.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Craighead County, State of Arkansas:

Tract 2: Lot 9 in Block "C" of Oakhurst Addition to the City of Jonesboro, Arkansas.

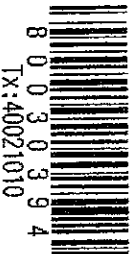
The Real Property or its address is commonly known as 1328 W Huntington Avenue, Jonesboro, AR 72401.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Modification Agreement is executed in connection with, and is supplemented by, that certain Change in Terms Agreement of even date herewith, the terms and provisions of which are incorporated herein and made a part hereof as if set forth herein word for word.

The Mortgage, together with all modifications, amendments, and extensions thereof, if any, shall be collectively referred to herein as, the "Mortgage".

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.





\*JB2011R-0137675\*

JB2011R-013767  
ANN HUDSON  
CRAIGHEAD COUNTY  
RECORDED ON:

09/09/2011 10:14AM

BY D. C.

This instrument prepared by:

LIBERTY BANK OF ARKANSAS  
RANDY REYNOLDS, Vice Pres  
PO BOX 7514 JONESBORO, AR 72403

### ASSIGNMENT OF RENTS AND LEASES

<b>BORROWER:</b> DKI, LLC  510 SHADOW RIDGE DRIVE JONESBORO, AR 72404		<b>LESSOR:</b> DKI, LLC  510 SHADOW RIDGE DRIVE JONESBORO, AR 72404	
---	--	---	--

Officer's Initials	Interest Rate	Principal Amount/ Credit Limit	Funding Agreement Date	Maturity Date	Customer #	Loan #
RSR	6.000	\$67,828.83	08/29/2011	08/18/2014		7860436210

1. **ASSIGNMENT.** In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), which is secured by a mortgage or deed of trust (the "Security Instrument"), Lessor, identified above, absolutely assigns to LIBERTY BANK OF ARKANSAS ("Lender")

all Lessor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as (the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Premises including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding and all proceeds from any rights and claims of any kind which Lessor may have against any lessee under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Security Instrument as provided by applicable state law.

2. **COVENANTS OF LESSOR.** Lessor covenants and agrees that Lessor will: (a) observe and perform all the obligations imposed upon the landlord under the Leases; (b) refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance without the written consent of Lender; (c) perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments; (d) refrain from modifying or terminating any of the Leases without the written consent of Lender; (e) execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require; and (f) comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

3. **REPRESENTATIONS OF LESSOR.** Lessor represents and warrants to Lender that: (a) the tenants under the Leases are current in all Rent payments and are not in default under the terms of any of the Leases; (b) each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Lessor or any assignee of Lessor; (c) no Rents or security deposits under any of the Leases have previously been assigned by Lessor to any party other than Lender; (d) Lessor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases; (e) Lessor has the power and authority to execute this Assignment; and (f) Lessor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment.

**4. LESSOR MAY RECEIVE RENTS.** As long as there is no default under the Note described above, the Security Instrument securing the Note, this Assignment or any other present or future obligation of Borrower or Lessor to Lender (whether incurred for the same or different purposes) ("Obligations"), Lender grants Lessor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Lessor's business operations. However, Lender may at any time require Lessor to deposit all Rents into an account maintained by Lessor or Lender at Lender's institution.

**5. DEFAULT AND REMEDIES.** Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Premises and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, and Lender shall have full power periodically to make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all Rents, in Lender's sole discretion, to payment of the Obligations or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Premises and the management and operation of the Premises. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received and any unpaid amounts shall be added to the principal of the Note. These amounts, together with other costs, shall become part of the indebtedness secured by the Security Instrument and for which this Assignment is given. Lender's remedies described herein are cumulative, non-exclusive and in addition to any other remedies under the Security Instrument and applicable law.

**6. APPOINTMENT OF RECEIVER.** In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to the adequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Security Instrument and this Assignment.

**7. POWER OF ATTORNEY.** Lessor irrevocably authorizes Lender as Lessor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. Lender may endorse Lender's name on rent checks or other instruments to accomplish the purposes of this Assignment. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceedings under the Security Instrument shall not cure any default or affect such proceeding or sale which may be held as a result of such proceedings.

**8. BENEFICIAL INTEREST.** Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Lessor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by the Security Instrument and this Assignment. Lessor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Lessor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

**9. NOTICE TO TENANTS.** A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases or the Note shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Lessor. Lessor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

**10. INDEPENDENT RIGHTS.** This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Security Instrument and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Security Instrument. This Assignment is in addition to the Security Instrument and shall not affect, diminish or impair the Security Instrument. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Security Instrument.

**11. MODIFICATION AND WAIVER.** The modification or waiver of any of Lessor's obligations or Lender's rights under this Assignment must be contained in a writing signed by Lender. Lender may perform any of Lessor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Lessor's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Lessor or third party or any of its rights against any Lessor, third party or collateral.

**12. NOTICES.** Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

**13. SEVERABILITY.** Whenever possible, each provision of this Assignment shall be interpreted so as to be valid and effective under applicable state law. If any provision of this Assignment violates the law or is unenforceable, the rest of the Assignment shall remain valid.

**14. COLLECTION COSTS.** To the extent permitted by law, Lessor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) whether or not any attorney is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Assignment, all whether or not suit is brought and including, but not limited to, fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. These collection costs are secured by this Assignment and the Security Instrument.

**15. MISCELLANEOUS.** (a) A default by Lessor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Security Instrument so long as, in Lender's option, such default results in the impairment of Lender's security. (b) A violation by Lessor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Security Instrument. (c) This Assignment shall be binding upon and inure to the benefit of Lessor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. (d) This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Lessor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment. (e) All references to Lessor in this Assignment shall include all persons signing below. If there is more than one Lessor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Lessor and Lender pertaining to the terms hereof.

**16. JURY TRIAL WAIVER. LESSOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.**



17. ADDITIONAL TERMS.

THIS ASSIGNMENT WILL REMAIN IN EFFECT FOR ANY SUBSEQUENT RENEWALS, EXTENSIONS OR REFINANCES THEREOF.

18. INDEXING INSTRUCTIONS

317 NORTH ROGERS STREET, JONESBORO, AR 72401

1328 WEST HUNTINGTON AVENUE, JONESBORO, AR 72401

LESSOR ACKNOWLEDGES THAT LESSOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

Dated: 08/29/2011

DKL, LLC

BY: Richard Knight  
RICHARD KNIGHT, Managing Member

8/29/11  
Date

Date

Original

Date

Date

Date

Date

ACKNOWLEDGMENTS ON REVERSE

ACKNOWLEDGMENT  
Limited Liability Company

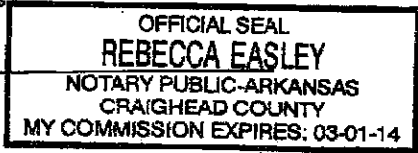
STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF CRAIGHEAD )

Before me, a Notary Public duly commissioned, qualified and acting, within and for the county and state aforesaid in person the within named RICHARD KNIGHT of DKI, LLC, a Arkansas limited liability company, a Member (or the Managing Member) of DKI, LLC a Arkansas limited liability company, to me personally well known, who stated that he/she/they was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of DKI, LLC, as a Member (or Managing Member) of DKI, LLC and further stated and acknowledged that he/she/they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 29th day of August, 2011.

*Rebecca Easley*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:



COUNTY OF \_\_\_\_\_

Original

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

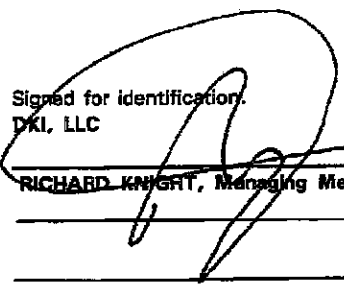
### SCHEDULE A

TRACT 1: LOT 2 OF W.D. YOUNG'S SUBDIVISION OF LOT 5 OF PYLE'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS.

TRACT 2: LOT 9 IN BLOCK "C" OF OAKHURST ADDITION TO THE CITY OF JONESBORO, ARKANSAS.

# Copy

Signed for identification.  
DKI, LLC

  
\_\_\_\_\_ 08/29/2011  
RICHARD KNIGHT, Managing Member Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Date

**2018LP-000038**

FILED

**JONESBORO DISTRICT**  
CRAIGHEAD COUNTY, ARKANSAS  
CANDACE EDWARDS, CLERK & RECORDER

10/08/2018 10:42:26 AM

FEE: 25.00

PAGES: 3

JAMIE HUNNICUTT

**IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS**  
**WESTERN DISTRICT**  
**CIVIL DIVISION**

**CENTENNIAL BANK, Successor by Merger**  
**with Liberty Bank of Arkansas**

**PLAINTIFF**

v.

**NO. 16JCV-18-1127**

**DKI, LLC, RICHARD E. KNIGHT, THE**  
**TENANTS OR OCCUPANTS, IF ANY,**  
**OF 900 WARREN, JONESBORO, ARKANSAS,**  
**THE TENANTS OR OCCUPANTS, IF ANY, OF**  
**216 MULBERRY, JONESBORO, ARKANSAS,**  
**THE TENANTS OR OCCUPANTS, IF ANY, OF**  
**408 E. GORDON, JONESBORO, ARKANSAS,**  
**THE TENANTS OR OCCUPANTS, IF ANY,**  
**1322 WEST HUNTINGTON AVENUE, JONESBORO,**  
**ARKANSAS, THE TENANTS OR OCCUPANTS,**  
**IF ANY, OF 911 WALNUT, JONESBORO, ARKANSAS,**  
**THE TENANTS OR OCCUPANTS, IF ANY, OF 1328**  
**WEST HUNTINGTON AVENUE, JONESBORO,**  
**ARKANSAS, THE TENANTS OR OCCUPANTS,**  
**IF ANY, OF 330 N. BRIDGE ST., JONESBORO,**  
**ARKANSAS, THE TENANTS OR OCCUPANTS, IF**  
**ANY, OF 216 SPRUCE ST., JONESBORO, ARKANSAS,**  
**and THE TENANTS OR OCCUPANTS, IF ANY, OF**  
**215 SPRUCE ST., JONESBORO, ARKANSAS**

**DEFENDANTS**

**NOTICE OF LIS PENDENS**

Notice is hereby given that an action has been commenced in the above-styled cause in the Circuit Court for the Western District of Craighead County, Arkansas, upon the complaint of Centennial Bank, successor by merger with Liberty Bank of Arkansas, DKI,



LLC, et. al., for the purpose of foreclosing multiple mortgage liens on the following described tracts of real property situated in Craighead County, Arkansas, more accurately described as:

Lots 22, 23, 24 and 25 in Block 11 of R. L. Hayes Second Addition to the City of Jonesboro, Arkansas. (900 Warren)

Lots 19, 20, 21, 22, 23 and 24 in Block 7 of R. L. Hayes Second Addition to the City of Jonesboro, Arkansas. (216 Mulberry)

Lot 4 in Block 9 of Meyers Addition to the City of Jonesboro, Arkansas. (408 E. Gordon)

Lot 7 in Block "C" of Oakhurst Addition to the City of Jonesboro, Arkansas. (1322 W. Huntington)

The South Half of Lots 18 and 19 in Block "C" of Gregg's Subdivision of Lane's Addition to the City of Jonesboro, Arkansas, LESS AND EXCEPT, the West 3 feet of the South Half of Said Lot 18. (911 Walnut)

Lot 9 in Block "C" of Oakhurst Addition to the City of Jonesboro, Arkansas (1328 W. Huntington)

Lot Ten (10) in Block 5 of Dixon's Addition to the City of Jonesboro, Arkansas. (330 N. Bridge St.)

Lot 18, 19 and 20 in Block 5 of R. L. Hayes' Second Addition to the City of Jonesboro, Arkansas. (216 Spruce St.)

Lots 28, 29 and 30 in Block 6 of R. L. Hayes' Second Addition to the City of Jonesboro, Craighead County, Arkansas. (215 Spruce St.)

Dated this 5<sup>th</sup> day of October, 2018.

Wes Eddington, Collector  
Phone: (870) 933-4560

### CRAIGHEAD COUNTY ARKANSAS

# Proof Of Payment

For Tax Year 2017

#### Taxpayer

DKI LLC  
C/O RICHARD KNIGHT  
PO BOX 754  
HARDY, AR 72542

Orig Receipt No.: 35077

Amt Paid:	Cash Amount	\$0.00
	Check Amount	\$2,705.03
	Credit Card Amount	\$0.00
	<b>Total</b>	<b>\$2,705.03</b>

Date Paid: 10/15/2018

#### Parcel Info

Parcel/PPAN : 01-143133-18100  
 Tax Year : 2017  
 Property Type: Real Estate  
 Owner Name: DKI LLC  
 Property Address: 1328 HUNTINGTON  
 Subdivision: OAKHURST ADD  
 Lot: 9  
 Block: C  
 Sec-Twp-Rng: 13-14-03  
 Acres: 0  
 Legal Description: OAKHURST ADD 50X145

Tax Type	Taxes Owed	Taxes Paid	Taxes Balance
Ad Valorem	\$200.03	-\$200.03	\$0.00
<b>Total:</b>	<b>\$200.03</b>	<b>-\$200.03</b>	<b>\$0.00</b>

**DISCLAIMER:** This proof of payment was created from the best available data from the collector's office as of 10/29/2018. The paid status of taxes is subject to change due to NSF checks, refunds, partial payment and other conditions. If you have any questions about the information contained herein please contact the collector's office.

# Property Detail

## Craighead County Personal Property & Real Estate Tax Records

Property Information	
Parcel #:	01-143133-18100
Tax Year/ Book:	2017 Current
Legal:	OAKHURST ADD 50X145
Property Type:	Real Estate
Owner:	DKI LLC
Tax Payer:	DKI LLC C/O RICHARD KNIGHT PO BOX 754 HARDY, AR 72542
Site Address:	1328 HUNTINGTON
Subdivision:	OAKHURST ADD
Lot Block:	9 C
S-T-R:	13-14-03
Acres:	0
Tax Status:	Non-Exempt
Total Mandatory:	\$200.03
Tax Paid:	-\$200.03
Balance:	\$0.00

Receipts							
Receipt #	Book	Tax Year	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
35077	Current	2017	10/15/2018	\$0.00	\$2,705.03	\$0.00	\$2,705.03
32054	Current	2016	10/12/2017	\$0.00	\$2,840.47	\$0.00	\$2,840.47

**Historical Receipts**

Receipt #	Tax Year	Date Paid	Tax Owed	Tax Paid	Balance
<u>72668</u>	2015	10/21/2016	\$181.89	\$181.89	\$0.00
<u>63527</u>	2014	10/16/2015	\$181.89	\$181.89	\$0.00
<u>70264</u>	2013	12/1/2014	\$205.37	\$205.37	\$0.00
<u>51384</u>	2012	10/10/2013	\$181.89	\$181.89	\$0.00
<u>46875</u>	2011	10/5/2012	\$213.97	\$213.97	\$0.00

**2017 Tax Information**

Tax Type	Tax Description	District	Exempt	Assessed Value	Tax Owed	Tax Paid	Balance
AV	Ad Valorem	J JB	Non-Exempt	\$4,740.00	\$200.03	-\$200.03	\$0.00