

207 / 219

ARKANSAS DOCUMENTARY
\$4.40
0139137
DOCKETS
\$4.40
0139097

Warranty Deed

WITH RELINQUISHMENT OF DOWER

Know All Men By These Presents:

THAT WE, Clennie Wheeler 2/11/74
and Ida Wheeler, his wife

for and in consideration of the sum of Ten and no/100
----- (\$10.00) ----- DOLLARS

to us, in hand paid by John Caldwell and Dora E. Caldwell, his wife the receipt of
which is hereby acknowledged.

do hereby grant, bargain, sell and convey unto the said John Caldwell and Dora E. Caldwell,
his wife

and unto their heirs and assigns forever, the following lands lying in the
County of Craighead and State of Arkansas, to-wit:

Part of Lot 3 in Block "I" of Nisbett's First Addition to the City of
Jonesboro, Arkansas more particularly described as follows: Commencing
at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches;
thence East 121 feet; thence North 59 feet 10 inches; thence West 121
feet to the point of beginning.

To have and to hold the same unto the said John Caldwell and Dora E. Caldwell, his wife

and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said John Caldwell and Dora E. Caldwell,
his wife that we will forever warrant and defend
the title to the said lands against all claims whatever.

And I, Ida Wheeler
wife of the said Clennie Wheeler

for and in consideration of the said sum of money, do hereby release and relinquish unto the said
John Caldwell and Dora E. Caldwell, his wife
all my right of dower and homestead in and to the said lands.

WITNESS our hands and seals on this 7th day of February, 19 74.

*Witnessed by Myrtle Shady
and Jean Noell*

Clennie Wheeler (L. S.)
Ida Wheeler (L. S.)

ACKNOWLEDGMENT

STATE OF ARKANSAS,
County of Craighead } ss.

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
Clennie Wheeler and Ida Wheeler, his wife to me well known as the
grantor 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 the said Ida Wheeler
wife of the said Clennie Wheeler

to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said Deed
and signed and sealed the relinquishment of dower and homestead in the said Deed for the consideration and purposes
therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public
this 7th day of February, 1974.

My Commission Expires 9-8-75. Myrtle Hendrix
(SEAL)

Filed for Record this 11 day of
Feb 1974
at 9:15 o'clock A.M.
By Betty Paulson, Clerk
CALIF WATSON CO. - JOSEPHINE

WITNESS my hand
WITH RELINQUISHMENT OF DOWER

CERTIFICATE OF RECORD

STATE OF ARKANSAS,
County of X Craighead } ss.

I, OPIE C HAMBERS, Circuit Clerk and Ex-Officio Recorder
for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in
my office on the 11th day of February, A.D., 1974, at 9:15 o'clock A.M.
and the same is now duly recorded, with acknowledgments and certificates thereon in "Record Book 207"
page 219.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court this 11th
day of February, 1974

OPIE CHAMBERS
Circuit Clerk and Ex-Officio Recorder
Shirley Parker
p. o.

28

316 Union
9.e. 239/413

CONTRACT OF SALE

This contract made and entered into on the date hereinafter written by and between John Caldwell and Dora E. Caldwell, his wife, hereinafter referred to as the Sellers, and Flora Carline Turner, hereinafter referred to as the Buyer, WITNESSETH:

1. Upon the terms and conditions hereinafter set out the Sellers agree to sell and the Buyer agrees to purchase the following described real estate located in Craighead County, Arkansas, to-wit:

Part of Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches; thence East 121 feet; thence North 59 feet 10 inches; thence West 121 feet to the point of beginning.

2. It is mutually understood and agreed that the full purchase price of this property shall be Nine Thousand Three Hundred Twenty-five and 07/100 (\$9,325.07) Dollars, payable at Six Hundred Dollars (\$600.00) on the date of the execution of this instrument and the balance in equal monthly installments of Fifty-six and 06/100 (\$56.06) Dollars each which includes interest at 6 percent per annum with the first payment being due on or before August 23, 1976. This contract may be paid in advance if the Buyer so desires.

3. If default be made in any payment of any installment under this note and such default is not made good within a period of thirty (30) days then the balance due and the accrued interest to become due and payable at the option of the holder of this note. The failure to exercise this option in the event of any subsequent default does not constitute a Waiver thereof. If not paid then the Sellers may terminate this contract and take possession of the property and retain all payments made thereon as rent and liquidated damages.

4. The Buyer shall keep all the taxes and assessments paid on the property except however the Sellers agree to pay the 1976 taxes.

5. The Buyer shall keep the property insured with a reputable insurance company in a sum of not less than the balance due on said note and the Sellers shall be named as lien holders thereon.

6. The Buyer agrees to keep the property in a good state of repair less ordinary depreciation

7. Upon payments of the amount set forth above the Sellers will furnish the Buyer an Abstract showing good title to the property and will convey same to her by Warranty Deed.

8. In the event of default in any performance of this contract the party not at fault may terminate same and bring action for any damages they may have sustained as a result thereof or they may bring action for specific performance thereon.

Witness our hands this 12th day of July, 1976.

Witness to MARK

John Caldwell
John Caldwell

Dora E. Caldwell
Dora E. Caldwell

Flora Carline Turner
Flora Carline Turner

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

AFFIDAVIT

On this day personally appeared before me, the undersigned Notary Public duly commissioned and acting within and for the county and state aforesaid, John Caldwell, personally known to me and who stated that he is the husband of Dora E. Caldwell and that she is now in a nursing home and is unable to sign her name and that he has authority from her to sign her name to a Contract of Sale of their property.

Witness my hand this 12th day of July, 1976.

John Caldwell
John Caldwell

Subscribed and sworn to before me this 12th day of July, 1976.

Pam Barlow
NOTARY PUBLIC

(SEAL)

My comm expires:

Feb. 27, 1977

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before me, the undersigned Notary Public duly commissioned and acting within and for the county and state aforesaid, John Caldwell and Dora E. Caldwell, his wife, and Flora Carline Turner to me well known and who stated that they had execute the foregoing instrument of their own free will and for the purposes and conditions therein set out.

Witness my hand and seal this 17th day of July, 1976.

(SEAL)

[Signature]
NOTARY PUBLIC

My comm expires:

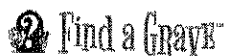
Dec 26/79

FILED FOR RECORD
This 27th day of Dec 1976
11:20 AM
Circuit & Chancery
L. Melburn Burrell Jr.

A true copy of the original as filed for record this 27th day of Dec., 1976.
Opie Chambers, Clerk By *[Signature]*

at 2:15 P.M. *[Signature]*

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD
I, the undersigned, Clerk of the County of Craighead, do hereby certify that the foregoing instrument of writing is a true and correct copy of the original as filed for record in my office on this 27th day of Dec., 1976.
L. Melburn Burrell Jr.
Clerk



Dora E Caldwell

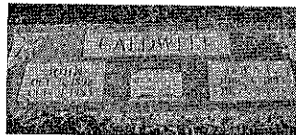



Photo added by Bunny Gambill

BIRTH 6 Jun 1893
DEATH 29 Jul 1978 (aged 85)
BURIAL Philadelphia Cemetery
Jonesboro, Craighead County, Arkansas, USA
MEMORIAL ID 87508907

Family Members

Spouse

 John Caldwell
1892-1983

Maintained by: RS Green-Starnes-

Originally Created by: Bunny Gambill

Added: 28 Mar 2012

Find a Grave Memorial **87508907**

Find a Grave, database and images

(<https://www.findagrave.com/memorial/87508907/dora-e-caldwell> : accessed 16 November 2021), memorial page for Dora E Caldwell (6 Jun 1893-29 Jul 1978), Find a Grave Memorial ID 87508907, citing Philadelphia Cemetery, Jonesboro, Craighead County, Arkansas, USA ; Maintained by RS Green-Starnes (contributor 47410223) .

Copyright © 2021 Find a Grave®

743

Last Will and Testament

FILED

FEB 20 1978

OF JOHN CALDWELL

HAROLD THOMPSON

I, John Caldwell, of Jonesboro, Craighead County, Arkansas being over the age of twenty-one years and of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament hereby revoking all Wills and codicils heretofore made by me at this time.

1. I direct that all my just debts be paid as speedily as possible after my death.

2. I give and bequeath any remaining payments due from the sale of my property located at 315 Vine, Jonesboro, Arkansas, made by Ms. Flora Carline (Turner) Reece to Mrs. Melba Barton, my step-daughter, and Mr. Carl Barton, her husband. Should they separate for any reason, then I give and bequeath said payments to Mrs. Melba Barton, individually. The payments in the sum of \$56.06 per month are deposited directly into my checking account at the Bank of Northeast Arkansas, Jonesboro, Arkansas. After my death these payments should be paid as specified in this Will.

3. I give and bequeath all the rest, remainder and residue of my estate, including real, personal and mixed property wherever located to my nine step-children namely, Lawson Harper, Amanda Majors, Harry Harper, Hanford Harper, Elsie Mae Southard, Charles Harper, Melba Barton, Ruby LaBryer and Doyle Harper, share and share alike.

4. I nominate and appoint my step-daughter, Elsie Mae Southard, to be the executrix of my estate. Having full confidence in her integrity, I direct that she be permitted to serve without bond or with the minimum bond which the Court may require and further that she shall have those powers specified in Arkansas Statute Section 58-116, which are incorporated into this Will by reference.

John Caldwell

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9 day of November, 1978, in the presence of

[Signature]

PAGE #2

and Vita Maurer, who at my request attest the same in my presence.

John Caldwell
JOHN CALDWELL

We, Joe Carter and Vita Maurer, do hereby certify that John Caldwell, the testator in the above and foregoing Last Will and Testament, subscribed the same in our presence, at the time declaring to us that said instrument was his last Will and Testament; and We, at his request, and in his presence, and in the presence of each other, now sign our names hereto as attesting witnesses.

Joe Carter Vita Maurer
John Caldwell John Caldwell

PROOF OF WILL

We, Joe Carter AND Vita Maurer doath state:

We are the subscribing witnesses to the attached written instrument dated 11-9-78, 1978, which purports to be the Last Will and Testament of John Caldwell; that on this date the testator, in our presence, signed the instrument at the end thereof; declared the instrument to be his Will, and requested that we attest his execution thereof; whereupon, in the presence of the testator and each other, each of us signed our respective names as attesting witnesses. At the time of the execution of the instrument the testator appeared to be over the age of twenty-one years, of sound mind, and acting without undue influence, fraud or restraint.

Witness our hands on this the 9 day of November 1978.

Joe Carter
Vita Maurer

A true copy of the original as filed for record this 20 day of Feb 1984
HAROLD THOMPSON, County Clerk
By Jane Elden

245

WILL OF JOHN CALDWELL
PAGE #3

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Subscribed and affirmed to before me on this the 9 day
of November 1978.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
5-1-80

A true copy of the original is filed for
record this 20 day of Feb, 1978
at the County Clerk's Office
by Jane Elden

F

539

FILED

NOV 26 1984

HAROLD THOMPSON
Clerk & Probate Court ClerkIN THE PROBATE COURT OF CRAIGHEAD COUNTY, ARKANSAS
WESTERN DISTRICTIN THE MATTER OF THE ESTATE OF
JOHN CALDWELL, Deceased

NO. P-84-32

ORDER APPROVING FINAL ACCOUNT,DIRECTING DISTRIBUTION ANDDISCHARGING PERSONAL REPRESENTATIVE

On this 26th day of November, 1984, is presented the Final Accounting and report in completion of final distribution and discharge filed herein by Elsie Mae Southard, the executrix of the estate herein, and upon consideration thereof, the Court finds and concludes as follows:

Petition was duly appointed executrix of the estate of the deceased on February 20th, 1984; that notice of the appointment of said executrix and the admission of decedent's Will to probate, as well as notice to creditors, was duly published in the manner and form and for the time required by law; that no claims have been filed herein against the estate and that the time for filing claims against the estate has expired; that there are no contingent claims allowed or outstanding; that there were no federal and state estate taxes and income taxes due; that the said estate is solvent and that the same has been fully administered; that more than sixty (60) days have expired since the final accounting was filed herein and that notice thereof was given in the manner and for the time required by law and by the orders of this Court; that no objections or exceptions to said accounting have been filed and the same is true and correct and should be in all things approved; and that there is no liability to the estate by the executrix.

The Court further finds that the personal representative has on hand all the assets reflected in the final accounting heretofore filed, and into which the Court has inquired and finds the same to be true and correct as recorded; that pursuant and according to the terms and conditions of decedent's Last Will and Testament, Melba

540


ORDER APPROVING FINAL ACCOUNT
Estate of John Caldwell, Deceased
Page 2


Barton and Carl Barton, her husband, are entitled to receive the remaining assets of the estate after the cost of administration has been paid; that the estate is ready for closing and all remaining assets and property ought to be delivered and distributed to the aforesaid; that such distribution is according to law; that upon distribution the estate should be closed and that the personal representative in all respects should be fully and finally discharged.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that the final accounting heretofore filed, is approved in full; that Elsie Mae Southard, the executrix herein, be and she hereby is, authorized and directed to deliver and distribute to Melba Barton and Carl Barton, her husband, the property of the estate remaining in her hands; that upon making such delivery and distribution and duly filing her receipt herein, said personal representative shall in all things and respects, be fully and finally released and discharged from her trust herein, and she released and discharged from any and all liability or accountability; and the administration of said estate closed.


Probate Judge

APPROVED:


Judy K. Henson
Attorney for the Estate
P.O. Box 607
Jonesboro, AR 72403
(501) 972-5344

A true copy of the original as filed has
received this 26th day of Nov, 1984
HAROLD THOMPSON, County Clerk
By 

JAH:scg
11-19-84

CONTRACT OF SALE

AGREEMENT made this 10 day of October, 1990,
by and between Carline Turner (hereinafter called "Seller")
and Jimmy C. Turner, III and Patty C. Turner, his wife
(hereinafter collectively called "Buyer").

WITNESSETH:

WHEREAS, Seller owns certain real property located in
Craighead County, Arkansas, and is desirous of selling said
real property; and

WHEREAS, Buyer is desirous of purchasing said real
property by contract of sale from Seller.

NOW, THEREFORE, in consideration of the mutual covenants
and promises contained herein, the parties agree as follows:

1. SALE. Seller agrees to sell and Buyer agrees to
purchase the following described real property situated in
Craighead County, Arkansas, to wit:

Part of Lot 3 in Block "I" of Nisbett's
First Addition to the City of Jonesboro,
Arkansas, more particularly described as
follows: Commencing at the Northwest
Corner of said Lot 3; thence South 59
feet 10 inches; thence East 121 feet;
thence North 59 feet 10 inches; thence
West 121 feet to the point of beginning

which property is also known as 316 Vine, Jonesboro,
Arkansas.

2. PURCHASE PRICE. The purchase price for this
property shall be the sum of Twelve Thousand and 00/100
Dollars (\$12,000.00) which shall be paid as follows:

(a) the sum of Twelve Thousand and 00/100 Dollars

(\$12,000.00) bearing interest at the rate of twelve and one-half percent ^{12% CT} ~~(12.5%)~~ _{STILL} per annum, to be paid over a period of sixteen (16) years in one hundred ninety two (192) monthly installments of One Hundred Forty and 85/100 Dollars (\$140.85) beginning on the 15 day of October, 1990, and continuing on the same day of each successive month thereafter until paid in full.

(b) In addition, Buyer shall pay Seller the sum of Fifty and 00/100 Dollars (\$50.00) per month representing the cost of insurance and taxes on the real property. Seller will be responsible for the payment of insurance and taxes when they are due. In the event that the insurance or taxes are increased, Buyer shall increase their payments to her during the term of this contract.

Buyer may, at any time, tender and pay to Seller the entire remaining balance of the principal plus any earned interest without incurring any prepayment penalty.

3. CONVEYANCE. Seller agrees to convey this property by the usual general warranty deed and agrees to convey good merchantable title for all purposes to Buyer upon payment of the entire purchase price and all interest earned. This warranty deed shall be signed as of the date of closing and held by Lyons & Emerson as escrow agent until such time as the payments and/or amounts called for under this contract of sale are paid in full. Buyer further agrees to sign a quitclaim deed to Seller, said deed to be held by escrow agent for the purpose of conveying the aforementioned

property back to Seller in the event of default. Upon full payment, this quitclaim deed shall be destroyed.

3. POSSESSION. Buyer shall be entitled to possession and use of this property as of the date of closing.

4. BUYER'S DEFAULT OR BREACH. If Buyer shall fail to make any monthly installment within 30 days from the date it is due, Buyer shall be in default and Seller shall have the right and option to cancel this installment land contract, retain all monies paid by the Buyer as of the date of default as rental payments and to receive immediate possession and full and complete ownership of the property.

5. NONWAIVER OF DEFAULT. Any acceptance of a late installment by Seller or failure to complain due to a breach by Buyer shall not be deemed a waiver of any obligation on the part of Buyer except as to that particular obligation. Further, the acceptance of any late payment or the failure to object or complain concerning any breach shall not constitute or operate so as to excuse any later breach.

6. ABSTRACT. Upon tender of the full purchase price, Seller agrees to provide Buyer with a full up-to-date abstract showing good merchantable title in Seller. If the abstract shows any defects in title, Seller shall be given a reasonable period of time to correct such defects following written notice by Buyer.

7. MAINTENANCE AND REPAIRS. Buyer shall be responsible for any and all maintenance and repairs to the premises and shall keep the exterior and interior in a good

and proper state of repair.

8. TAXES AND PRORATIONS. Buyer shall be responsible for all real property taxes and assessments from the date of closing forward. However, Seller shall be responsible for the payment of said taxes and assessments in accordance with Paragraph 2 above.

9. INSURANCE. Buyer shall be responsible for the insurance on the property. However, Seller shall be responsible for the payment of said insurance in accordance with Paragraph 2 above.

10. CLOSING COSTS. The parties agree that the closing costs shall be divided equally.

11. NO ASSIGNMENT. The parties agree that this contract is entered into by the Seller based upon the character of the Buyer. As a result, this agreement is personal to the Buyer and may not be assigned by the Buyer without the express written consent of the Seller. Any approval of an assignment shall not operate as a waiver of this provision nor as a subsequent approval of any further assignment.

12. NO WASTE. Buyer agrees to maintain the premises in substantially the same condition as the premises were at the time of execution of the agreement normal wear and tear excepted. Further, Buyer agrees to commit no waste upon or to the premises or appurtenances thereto.

13. BINDING EFFECT. This agreement shall be binding upon the parties hereto and upon their successors, heirs,

personal representatives and assigns.

14. ENTIRE AGREEMENT. This writing constitutes the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement shall be made except in writing signed by all parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLER

BUYER

Carline Turner
Carline Turner

Jimmy C. Turner III
Jimmy C. Turner, III

Patty C. Turner
Patty C. Turner

Subscribed & signed to before me
this 10th day of October 1990.
Paula M. Lake
9-4-95

CERTIFICATE OF RECORD

STATE OF ARKANSAS
County of Craighead
I, PAT FLEETWOOD, Clerk of the Circuit Court and Ex Officio Recorder for the County aforesaid do hereby certify that the above and foregoing instrument of writing was filed for record in my office on the 10th day of Oct. 1990 at 3:00 o'clock P.M. and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book Vol 22 Page 742--746
IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said court this 10th day of Oct. 1990
PAT FLEETWOOD, Clerk
By Eritha Blackenship Deputy Clerk

ac

7/553

552

IN THE CHANCERY COURT OF CRAIGHEAD COUNTY, ARKANSAS
JONESBORO DISTRICT

MELBA BARTON

PLAINTIFF

VS.

NO. E-97-46

FLORA CARLINE TURNER; JIMMY C. TURNER, III;
PATTI C. TURNER a/k/a PATRICIA TURNER; JAMES
HATLEY, d/b/a HATLEY TRACTOR REPAIR; THE STATE
OF ARKANSAS THROUGH THE ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION

DEFENDANTS

NOTICE OF LIS PENDENS

Notice is hereby given that Melba Barton has begun an action against the defendants in the above styled cause of action to foreclose upon the following described real property situated in Craighead County, Arkansas, to-wit:

Part of Lot 3 in Block "Y" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches; thence East 121 feet; thence North 59 feet 10 inches; thence West 121 feet to the point of beginning.

DATED this 10th day of January, 1997.

Charles Frierson, III
Attorney at Law
P.O. Box 8007
Jonesboro, AR 72403
(501) 932-6643


Charles Frierson, III
State Bar No. 58009

Attorney for Plaintiff

7/10 2:10 PM '97
CLERK OF COURT
JONESBORO, ARKANSAS

FILED
JAN 10 1997
CLERK OF COURT
JONESBORO, ARKANSAS

Judge *Partaw*
Date *10-7-97* Div *Chancery*

Jury Trial
Chancery Book 179 Pg 613

IN THE CHANCERY COURT OF CRAIGHEAD COUNTY, ARKANSAS
JONESBORO DISTRICT

Non-Trial

MELBA BARTON

PLAINTIFF

VS.

NO. E-97-46

FLORA CARLINE TURNER; JIMMY C. TURNER, III;
PATTI C. TURNER a/k/a PATRICIA TURNER; JAMES
HATLEY, d/b/a HATLEY TRACTOR REPAIR; THE STATE
OF ARKANSAS THROUGH THE ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION

DEFENDANTS

DECREE

This case is presented to the Court on the 7th day of October, 1997, being a day regularly set for hearing thereon. Plaintiff appeared by her attorney, Charles Frierson, III; defendants, Flora Carline Turner and Jimmy C. Turner, III, appeared by their attorney, Warren Dupwe; defendants, Patti C. Turner a/k/a Patricia Turner, and James Hatley, d/b/a Hatley Tractor Repair, having failed to file answer herein were in default and did not appear; the defendant, State of Arkansas through the Arkansas Department of Finance and Administration, although having filed answer herein, did not appear in person or by counsel although notified of the date, time and place of hearing.

From the testimony of witnesses, Jane McAnally and Jimmy C. Turner, III, along with documentary evidence introduced and argument of counsel, the Court finds:

1. That the plaintiff, Melba Barton, is the lawful holder of legal title to the property known as:

Part of Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said Lot 3; thence South 59 feet 10 inches; thence East 121 feet; thence North 59 feet 10 inches; thence West 121 feet to the point of beginning,

and by inheritance is the person entitled to payments under a contract of sale executed July 12, 1976 by Flora Carline Turner, as buyer of the property, calling for a principal sum of Nine Thousand Three Hundred Twenty Five Dollars and 07/100 (\$9,325.07) to be paid, with interest at six percent (6%) per annum, on monthly installments of Fifty Six Dollars and 06/100 (\$56.06).

2. That the last payment by the buyer, Flora Carline Turner, was in December, 1995, at which time there was a principal balance of Five Thousand Nineteen Dollars and 63/100 (\$5,019.63), with a balance of principal and interest as of October 7, 1997 of Five Thousand Six Hundred Sixty Three Dollars and 29/100 (\$5,663.29) which is in default. Under the terms of the contract of sale, the plaintiff is entitled to cancellation of the contract and the retention of all sums paid to be considered as rent or liquidated damages.

3. That the attempted contract of sale between the buyer, Carline Turner, and prospective purchasers, Jimmy C. Turner, III and Patti C. Turner dated October 10, 1990, recorded in Miscellaneous Record 22, Page 742, was executed without proper title or authority of the said Carline Turner and is therefore null and void.

4. That all judgments filed to this date against Jimmy C. Turner, III, or Mattress Factory Outlet, did not act as claims

against the property in this action by reason of the said Jimmy C. Turner, III, not having any legal title upon which any such judgments could attach.

5. That the legal action of James Hatley, d/b/a Hatley Tractor Repair, against a Jimmy Turner and Red Gum Plantation Farms, being case CIV-95-190, has been proved to be against a different Jimmy Turner and has no effect upon the parties to this action or the property which is the subject of this action.

6. The judgment of defendant, Patricia Turner, also known as Patti Turner, against the defendant, Jimmy C. Turner, III, recorded in Chancery Record 158, Page 265 and Judgment Docket Q Page 84 is not valid as a claim against this property by reason of the judgment debtor not having appropriate legal title on which this judgment could attach.

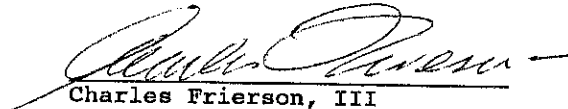
IT IS, THEREFORE, ORDERED AND DECREED that the title of plaintiff, Melba Barton, in the property described above be, and it is hereby quieted and confirmed; that all liens and judgments which are recited herein and which are in any way deemed to be potential claims against the property which is the subject of this action are declared to be not valid as against this property; that the contracts of sale originally between John Caldwell and Dora E. Caldwell, as sellers, and Flora Carline Turner, as buyer, as well

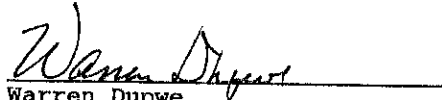
as the contract of sale from Carline Turner to Jimmy C. Turner, III, and Patti C. Turner dated October 10, 1990, are cancelled and full title restored to the plaintiff, Melba Barton.


Graham Partlow, Chancellor

October 20, 1997
Date Entered

APPROVED AS TO FORM:


Charles Frierson, III
Attorney for Plaintiff


Warren Dupwe
Attorney for Defendants,
Flora Carline Turner and
Jimmy C. Turner, III

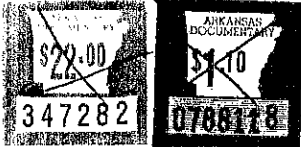
Chancery Book 179 Page 613-616
DATE :10-24-1997
TIME :08:59:09 AM
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK



Bridget Hains, D.C.

THIS INSTRUMENT PREPARED BY:
MOONEY LAW FIRM, ATTORNEYS
JONESBORO, AR 72401

9471

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




Gail Ann Oesterblad
Living Trust
P.O. Box 7, Jonesboro, Ark.
72403

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That I, MELBA BARTON, Widow of Carl Barton, Deceased, an unmarried person, GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by GAIL ANN OESTERBLAD LIVING TRUST, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, convey and sell unto the said GRANTEE and unto GRANTEE'S heirs and assigns forever, the following lands lying in Craighead County, Arkansas, to-wit:

A part of the Lot 3 in Block "I" of Nisbett's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Northwest Corner of said lot and running thence South 59 feet and 10 inches thence East 121 feet; thence North 59 feet and 10 inches; thence West 121 feet to the place of beginning.

To have and to hold the same unto the said GRANTEE and unto GRANTEE'S heirs and assigns, forever, with all appurtenances thereunto belonging.

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

WITNESS my hand and seal on this October 31, 1997.



MELBA BARTON

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day personally appeared before me a Notary Public within and for the county and state aforesaid, duly commissioned, qualified and acting, the within named MELBA BARTON, who stated to me that she had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this October 31, 1997.

Bridget Downs
Notary Public

My Commission Expires:



DEED BOOK 550 PAGE 652-654
DATE : 11-12-1997
TIME : 08:49:26 A.M.
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

Shannon Vickers, D.C.

FILED

08 JAN 18 PM 4:29

ANN HUDSON
CIRCUIT AND CHANCERY
COURT CLERK

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY
WESTERN DISTRICT
CIVIL DIVISION

LIS PENDENS BK 9 PG 607
- 607

DATE 01/18/2008
TIME 04:27:50 PM

RECORDED IN ARKANSAS
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK

RECEIVED RECEIPT NO. D.C.
PLAINTIFF

REGIONS BANK, f/d/b/a FIRST BANK OF
ARKANSAS

v.

No. CV-2008-41

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and individually;
DAVID L. OESTERBLAD, as Trustee and individually;
HERITAGE BANK; DID ENTERPRIZES, L.L.C.;
JERRY SHARP; and CITIBANK SOUTH DAKOTA, N.A.;

DEFENDANTS


LIS PENDENS

Please take notice that plaintiff has filed an action in the Circuit Court of Craighead County, Arkansas, to foreclose on the mortgage recorded on November 18, 1997 in Mortgage Book 701 at Page 128 of the records of the Recorder of Craighead County, Arkansas. Said mortgage is upon the following described lands lying in Craighead County, Arkansas, to-wit:

A part of the Lot 3 in block "I" of Nisbett's first addition to the City of Jonesboro, Arkansas, more particularly described as follows: commencing at the Northwest corner of said lot and running thence South 59 feet and 10 inches thence East 121 feet, thence North 59 feet and 10 inches, thence West 121 feet to the place of beginning.

Said action also seeks to foreclose a mortgage covering the property described above recorded on June 2, 1998, in Mortgage Record 721, Page 939, in the records of the Jonesboro District of Craighead County, Arkansas.

Respectfully submitted,
THE PERKINS LAW FIRM, P. A.
P. O. Box 4054
Jonesboro, AR 72403-4054
Ph: (870) 931-5800

By: 
G. S. Brant Perkins (89166), Plaintiff's Attorney

43

FILED

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

08 MAY 14 PM 1:37
ANN HUDSON
CIRCUIT COURT CLERK

REGIONS BANK, f/k/a FIRST BANK OF
ARKANSAS

PLAINTIFF

v.

No. CV-2008-41(JF)

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and
individually; DAVID L. OESTERBLAD, as Trustee
and individually; HERITAGE BANK; DID
ENTERPRIZES, L.L.C.; JERRY SHARP; and
CITIBANK SOUTH DAKOTA, N.A.

DEFENDANTS

FORECLOSURE DECREE

On the ____ day of May, 2008, this cause came on to be heard. The plaintiff, Regions Bank, f/k/a First Bank of Arkansas (hereinafter "Regions"), appeared by and through its attorney, The Perkins Law Firm, P.A. Defendants, The Gail Oesterblad Living Trust (the "Trust"), Gail Oesterblad and David Oesterblad, appeared by and through their attorneys, The Mooney Law Firm, P.A.; defendant, Heritage Bank, appeared by and through its attorneys, Barrett and Deacon, P.A. DID Enterprizes, L.L.C., Jerry Sharp and Citibank South Dakota, N.A., although being served with the Summons and Complaint in accordance with the law have failed to file an answer or other responsive pleading and have failed to make an appearance in this cause. Based upon plaintiff's Complaint for foreclosure, the pleadings in this cause, the testimony of plaintiff by affidavit and all other matters and proof properly before the Court, the Court finds and holds as follows:

1. That this court has jurisdiction over all parties of record and over the subject matter.

2. That service of process has been perfected in all respects for all defendants for the time and in the manner prescribed by law.
3. That defendants, DID Enterprizes, L.L.C., Jerry Sharp and Citibank South Dakota, N.A., have failed to file an answer or to otherwise appear and are in default.
4. That on or about February 10, 2006, the Gail L. Oesterblad Living Trust by and through its trustees, David L. Oesterblad and Gail A. Oesterblad, executed a Promissory Note (Loan No. 9001) to Regions Bank in the original principal amount of \$11,404.34 and bearing interest thereon. Said Note is a renewal of indebtedness dating back to November, 1997.
5. That the Gail Ann Oesterblad Living Trust is an Arkansas revocable trust. Gail Ann Oesterblad, trustor, is personally liable for the obligations of said trust including the indebtedness evidenced by the Promissory Note referred to in paragraph 4 above.
6. That to secure payment of the indebtedness evidenced by the note referred to above, the Trust executed, acknowledged and delivered its mortgage to Regions Bank dated November 10, 1997, on the following described real property in Craighead County, Arkansas, to wit:

A part of the Lot 3 in block "I" of Nisbett's first addition to the City of Jonesboro, Arkansas, more particularly described as follows: commencing at the Northwest corner of said lot and running thence South 59 feet and 10 inches thence East 121 feet, thence North 59 feet and 10 inches, thence West 121 feet to the place of beginning.
7. Said mortgage was duly acknowledged and filed for record on November 18, 1997, in the office of the Circuit Clerk and Ex-Officio Recorder for Craighead County, Arkansas, and now appears of record in Mortgage Book 701 at page 128 in that Recorder's office.
8. That the Mortgage referred to in paragraph 6 above was subsequently modified and extended by the following Mortgage and Modifications of Mortgage agreements:

<u>Document</u>	<u>Date Filed</u>	<u>Book</u>	<u>Page</u>
Mortgage	June 2, 1998	721	939
Modification	September 24, 1998	735	366
Modification	January 22, 1999	751	48
Modification	February 18, 2004	1046	671
Modification	February 28, 2006	1197	625

9. That on or about January 10, 2002, Gail Ann Oesterblad executed a Commercial Guaranty agreement pursuant to which she agreed to absolutely and unconditionally guarantee repayment of the indebtedness referred to in paragraph 4 above.

10. That on or about January 10, 2002, David Oesterblad executed a Commercial Guaranty agreement pursuant to which he agreed to absolutely and unconditionally guarantee repayment of the indebtedness referred to in paragraph 4 above.

11. That there exists a default in the payment of the indebtednesses represented by said Mortgage and the modification and extension thereof, and said note is past due and unpaid despite demand therefore. Plaintiff's right to foreclose has become absolute, and it has elected to declare the entire unpaid balance of said note due and payable as provided by the terms of the note. Plaintiff is entitled to judgment in the amount of \$10,629.63 as of April 23, 2008, plus interest accruing thereon at the rate of \$2.65 per day, plus reasonable costs of title searches, together with a reasonable attorney's fee as provided in said note, as well as such sums as the plaintiff may be required to expend for payment of general and special taxes and insurance premiums in order to protect its interest in the property pendente lite, and for its costs herein expended. The total amount of said judgment shall constitute a good and valid and superior first lien on the above-described property.

12. All rights, claims, title and interests of defendant, Heritage Bank, in the property described in paragraph 5 above by virtue of a judgment recorded on December 13, 2005, in

Judgment Record 50, Page 176 and Law Record 70, page 725, at Jonesboro, Arkansas, were obtained after the recording of plaintiff's mortgage and the modifications and extensions thereto. Therefore, any interest of Heritage Bank is inferior and subordinate to the interest of plaintiff and should be, and hereby is, foreclosed.

13. All rights, claims, title and interests of defendants, DID Enterprizes, L.L.C. and Jerry Sharp, in the property described in paragraph 5 above by virtue of a pending suit in the Circuit Court of Craighead County, Arkansas, styled DID Enterprizes, L.L.C. & Jerry Sharp v. David L. Oesterblad and 1st Choice Rentals, L.L.C., et al. (Case No. CV-2006-700) were obtained after the recording of plaintiff's mortgage and the modifications and extensions thereto. Therefore, any interest of DID Enterprizes, LLC and Jerry Sharp is inferior and subordinate to the interest of plaintiff and should be, and hereby is, foreclosed.

14. All rights, claims, title and interests of defendant, Citibank South Dakota, N.A., in the property described in paragraph 5 above by virtue of a Judgment filed for record on August 29, 2005, in Judgment Record 47 at page 632 and in Law Record 69 at page 829, in the official records at Jonesboro, Craighead County, Arkansas, were obtained after the recording of plaintiff's mortgage and the modifications and extensions thereto. Therefore, any interest of Citibank South Dakota, N.A. is inferior and subordinate to the interest of plaintiff and should be, and hereby is, foreclosed.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED that:

A. Plaintiff, Regions Bank, is granted judgment in rem against the property and judgment in personam against the defendants, The Gail Ann Oesterblad Living Trust, David Oesterblad, Gail Oesterblad, jointly and severally, in the sum of \$10,629.63 as of April 23, 2008, plus interest accruing thereon at the rate of \$2.65 per day until paid in full, plus title search and other costs of

\$927.50 for all reimbursable expenditures to which plaintiff is entitled, together with any further advances which plaintiff may be required to make to enforce or protect its security; and for all other costs.

B. Plaintiff is hereby given judgment for the additional sum of \$ 2200⁰⁰ in attorneys' fees, to be taxed as costs.

C. The mortgage on the real property of plaintiff should be, and the same hereby is, foreclosed with respect to the property described therein, with the property being ordered sold pursuant to the orders and terms of this decree after payment of the commissioner's costs, with plaintiff to be declared to have a first lien on the above-described property.

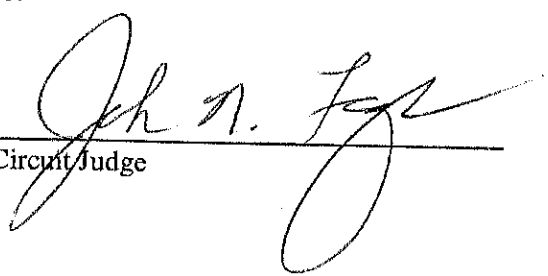
D. If the judgment as hereinabove rendered, together with the costs of this action and attorneys' fees, shall not be paid within ten (10) days of the date of this decree to the Clerk of this Court who is hereby appointed Commissioner for such purposes shall sell the real property at public sale to the highest bidder. Such sale shall be held at the main entrance of the Craighead County Courthouse in Jonesboro, Arkansas, on the day and at the times allowed by law after having advertised such sale one time at least ten (10) days prior to the sale in a newspaper of general circulation in said county. The property shall be sold for cash or on credit with the purchaser to pay 10% of the purchase price as a non-refundable deposit on the date of sale with the balance of the purchase price plus 10% per annum on the unpaid balance to be paid within three (3) months of the date of sale. If the sale is on credit, the purchaser shall provide a bond with a corporate surety or other surety acceptable to the Commissioner and plaintiff with a lien to be retained on the property to secure payment of the bond; provided, however, if plaintiff should purchase the property at such sale, plaintiff shall receive credit in the amount of its judgment in lieu of bond. If the purchaser fails

to complete the purchase, the deposit shall be forfeited to plaintiff. Any funds from the sale over and above the costs of sale, plaintiff's judgment, interest, costs and attorneys fees shall be paid into the registry of the Court. Such sale shall be free of all rights of redemption, dower, curtesy, homestead and appraisalment of defendants, and free and clear of any rights or liens of the defendants.

E. This Court reserves jurisdiction of this cause for the purpose of confirming said sale and determining the disposition of the proceeds thereof to the extent that said proceeds may exceed the judgment in favor of plaintiff as hereinabove rendered, including costs herein.

F. A writ of possession may issue in accordance with the terms of this decree.

ENTERED this ____ day of May, 2008.

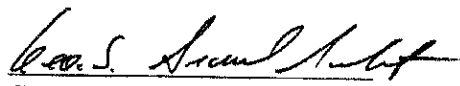


Circuit Judge

APPROVED BY:

THE PERKINS LAW FIRM, P.A.
G. S. Brant Perkins (89166)
P. O. Box 4054
Jonesboro, AR 72403-4054
Ph: (870) 931-5800

By:



G. S. Brant Perkins
Attorney for Plaintiff

MOONEY LAW FIRM, P.A.
P. O. Box 1428
Jonesboro, AR 72403-1428
(870) 935-5847

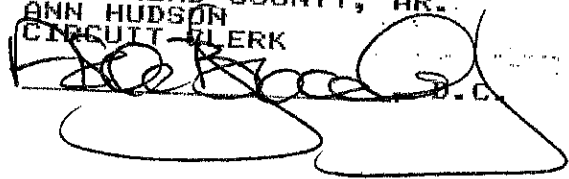
By 

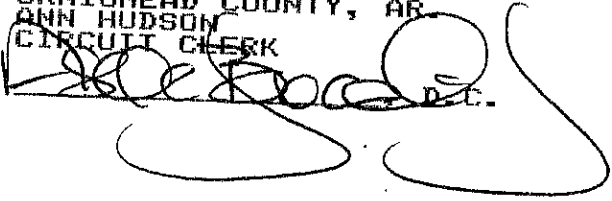
James F. Gramling, Jr. (97237)
Attorney for Defendant

Law Bk 78 Pg 8
Judgment Bk 71 Pg 403

BARRETT & DEACON, P.A.
P. O. Box 1700
Jonesboro, AR 72403-1700
(870) 931-1700

By: Ralph W. Waddell
Ralph W. Waddell (85163)
Attorney for Defendant

Law Bk 78 Pg 1-8
DATE :05-19-2008
TIME :03:58:01 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK


Judgment Bk 71 Pg 396-403
DATE :05-19-2008
TIME :03:59:35 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK


FILED

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

08 AUG 11 AM 9:55

ARL HARRISON
CIRCUIT COURT CLERK
PLAINTIFF

REGIONS BANK, f/k/a FIRST BANK OF
ARKANSAS

v. No. CV-2008-41(JF)

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and
individually; DAVID L. OESTERBLAD, as Trustee
and individually; HERITAGE BANK; DID
ENTERPRIZES, L.L.C.; JERRY SHARP; and
CITIBANK SOUTH DAKOTA, N.A.

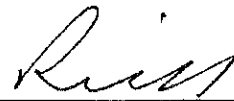
DEFENDANTS

AGREED ORDER SETTING ASIDE DECREE

On this day Agreed Order Setting Aside Decree is presented to the Court. It is represented to the Court by counsel for the plaintiff and counsel for the defendant that the Foreclosure Decree entered on May 14, 2008, was entered in error and should be set aside.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Foreclosure Decree entered in this cause on May 14, 2008, should be and, hereby is set aside.

DATED this 11 day of August 2008.




Circuit Judge

Law Bk 78 Pg 741

Judgment Bk 73 Pg 424

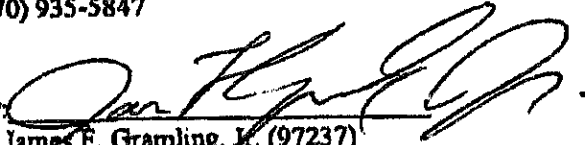
APPROVED BY:

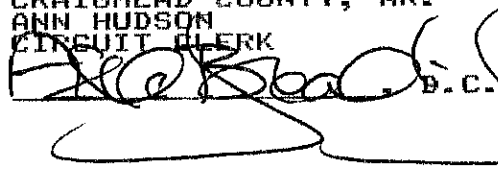
THE PERKINS LAW FIRM, P.A.
G. S. Brant Perkins (89166)
P. O. Box 4054
Jonesboro, AR 72403-4054
Ph: (870) 931-5800

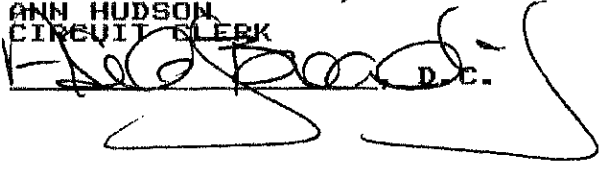
By: 
G. S. Brant Perkins
Attorney for Plaintiff

Law Bk 78 Pg 742
Judgment Bk 73 Pg 425

MOONEY LAW FIRM, P.A.
P. O. Box 1428
Jonesboro, AR 72403-1428
(870) 935-5847

By: 
James F. Gramling, Jr. (97237)
Attorney for Defendant

Law Bk 78 Pg 740-742
DATE :08-12-2008
TIME :11:41:39 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

D.C.

Judgment Bk 73 Pg 423-425
DATE :08-15-2008
TIME :10:08:21 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

D.C.

FILED

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

08 AUG 11 AM 9:55

REGIONS BANK, f/k/a FIRST BANK OF
ARKANSAS

ANN HUDSON
CIRCUIT COURT CLERK
PLAINTIFF

v. No. CV-2008-41(JF)

THE GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD, as Trustee and
individually; DAVID L. OESTERBLAD, as Trustee
and individually; HERITAGE BANK; DID
ENTERPRIZES, L.L.C.; JERRY SHARP; and
CITIBANK SOUTH DAKOTA, N.A.


DEFENDANTS

ORDER OF DISMISSAL WITHOUT PREJUDICE

On this 11 day of August, 2008, it is represented to the Court by counsel for plaintiff that
the above cause should be dismissed without prejudice.

IT IS, THEREFORE, BY THE COURT CONSIDERED, ORDERED AND ADJUDGED
that the above-styled cause be, and the same hereby is, dismissed without prejudice.

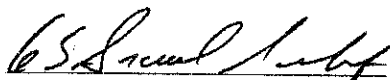
IT IS SO ORDERED.




Circuit Judge

APPROVED:

THE PERKINS LAW FIRM, P.A.

By: 
G. S. Brant Perkins (89166)
Attorney for Plaintiff

Law Bk 78 Pg 738
DATE : 08-12-2008
TIME : 11:39:53 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

D.C.



REDEMPTION DEED NO. 412997

TOMMY LAND
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS

Issued under the provisions of Act 151 of 1891,
Act 626 of 1983 and Act 814 of 1987

2020R-023404

FILED

JONESBORO DISTRICT

CRAIGHEAD COUNTY, ARKANSAS

CANDACE EDWARDS, CLERK & RECORDER

10/12/2020 10:22:01 AM

FFF- 15 00

PAGES: 1

TRAMAINE MCDONALD

THE STATE OF ARKANSAS:

To All Whom these Presents Shall Come ~ GREETINGS:

KNOW YE THAT, WHEREAS: The following described lands situated in the County of CRAIGHEAD in the State of Arkansas, to Wit:

Description: PT LOT 3 59.10X123 Section: 13 Township: 14N Range: 03E Acreage: 0 Lot: Block: I City: Addition: NISBETTS 1ST SD: J JB

Parcel Number: 01-143134-25400

Year Forfeited: 3-3 2016

Receipt #: 511024

were certified to the Commissioner of State Lands, by the County Collector for the non-payment of taxes for the years hereinbelow set forth; and that the taxes, penalties, interest and cost outlined below have been paid to the Commissioner of State Lands;

AND WHEREAS DAVID & GAIL OESTERBLAD TRUST
%DAVID & GAIL OESTERBLAD
147 COUNTY ROAD 467
JONESBORO, AR 72404

filed a petition to redeem duly verified according to the law, and has been approved.

NOW THEREFORE, I, TOMMY LAND, Commissioner of State Lands within the State of Arkansas, for and in consideration of \$1,239.02 so paid and by virtue of the authority in me vested by law, do hereby release unto the said DAVID & GAIL OESTERBLAD TRUST and their heirs and assigns forever the interest the State of Arkansas acquired under any forfeiture, sale or condemnation for taxes.

WITNESS MY HAND AND OFFICIAL SEAL 10/05/2020

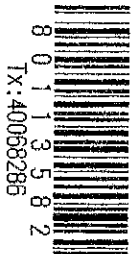
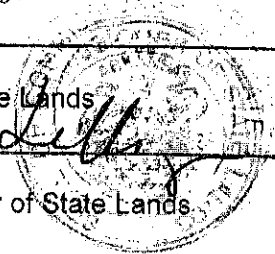
Taxes	2016 - 2018	\$843.57
Improv Or Timber tax		\$0.00
Interest		\$163.09
Penalty		\$84.36
County Costs		\$18.00
State Costs		\$130.00

Total Paid: \$1,239.02

Tommy Land

Tommy Land
Commissioner of State Lands

kkelly
Deputy Commissioner of State Lands



Deed Mailed to:

GAIL OESTERBLAD
147 COUNTY ROAD 467
JONESBORO, AR 72404

L15

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

HERITAGE BANK

PLAINTIFF

vs.

No. CV-2004-337

DAVID L. OESTERBLAD, INDIVIDUALLY, AND GAIL ANN OESTERBLAD, INDIVIDUALLY; GAIL ANN OESTERBLAD AND DAVID L. OESTERBLAD, TRUSTEES OF THE GAIL ANN OESTERBLAD LIVING TRUST; and GAIL ANN OESTERBLAD AND DAVID L. OESTERBLAD, TRUSTEES OF THE DAVID L. OESTERBLAD LIVING TRUST; D&G RENTALS, L.L.C., an Arkansas Limited Liability Company; TENANTS, IF ANY, OF 824 W. HUNTINGTON, JONESBORO, AR; 500 W. FORREST, JONESBORO, AR; 1115 W. HUNTINGTON, JONESBORO, AR; 1103 HUNTINGTON, JONESBORO, AR; 1207 WILMAR, JONESBORO, AR; 241 HICKORY, JONESBORO, AR; 837 HUNTINGTON, JONESBORO, AR; 304 & 306 VINE, JONESBORO, AR; 1411 FRENCH, JONESBORO, AR; 709 VINE STREET, JONESBORO, AR; 725 HUNTINGTON, JONESBORO, AR; 721-723 W. HUNTINGTON, JONESBORO, AR; 228 WALNUT, JONESBORO, AR; 903 BURKE, JONESBORO, AR; 2411 HIGH, JONESBORO, AR; 1206 W. HUNTINGTON, JONESBORO, AR; 4212 OAKHILL LANE, JONESBORO, AR; 1811-1813 GREENSBORO, JONESBORO, AR

FILED
05 DEC -8 PM 1:19
CIRCUIT AND CHANCERY
COUNT CLERK

DEFENDANTS

ANN HUDSON, CIRCUIT CLERK, TRUSTEE FOR THE BENEFIT OF STEWART KENNON, INDIVIDUALLY, AND AS TRUSTEE OF THE KENNON FAMILY TRUST; TELECABLE COMMUNICATIONS, INC.; UNITED STATES OF AMERICA; LIBERTY BANK, F/K/A MIDSOUTH BANK; NORTHEAST ARKANSAS FEDERAL CREDIT UNION

ADDITIONAL DEFENDANTS

DEFICIENCY JUDGMENT

On this 8th day of Dec, 2005, this cause comes on to be heard, the Plaintiff, Heritage Bank appeared by and through its attorneys, Barrett & Deacon, a Professional Association; the defendants, David L. Oesterblad, individually, Gail Ann Oesterblad, individually, David L. Oesterblad and Gail Ann Oesterblad, Trustees of the Gail Ann Oesterblad Living Trust, and Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust, and D&G Rentals, LLC, appeared by and through their attorneys, Mooney Law Firm; whereupon the Plaintiff demanded a trial and the same was submitted to the Court upon the Complaint, the Summons and return thereon, evidence adduced by the Plaintiff, statements of counsel, and other things and matters made known to the Court, to all of which the Court finds:

1. On December 22, 2004, a Foreclosure Decree was entered by the Court granting Heritage Bank joint and several judgment *in personam* against the defendants, David L. Oesterblad and Gail Ann Oesterblad, Gail Ann Oesterblad Living Trust, the David L. Oesterblad Living Trust, and D & G Rentals, LLC in the amount of \$1,110,437.00, plus interest at 5% per annum, an attorney's fee of \$27,000 and costs in the amount of \$3,990.40.

2. The said Defendants did not satisfy the judgment within the time allowed in the Decree and on January 18, 2005, the appointed Commissioner sold the real estate at a public sale for the following amounts:

TRACT NUMBER	PURCHASE PRICE
1	\$5,000.00
2	\$14,175.00
3	\$16,380.00

4	\$23,287.00
5	\$25,000.00
6	\$2,500.00
7	\$86,720.00
8	\$29,520.00
9	\$90,675.00
10	\$28,800.00
11	\$32,400.00
12	\$14,850.00
13	\$40,500.00
14	\$18,225.00
15	\$27,675.00
16	\$90,000.00
17	\$25,650.00

bid by the Plaintiff. Said sale was free and clear of any liens of the defendants.

3. After crediting the sale proceeds of \$571,357.00 to the judgment, there remains a deficiency as of August 17, 2005, in the amount of \$561,003.51, with interest thereon at five percent (5%) *per annum* until paid in full, plus \$27,000.00 attorney's fees and \$3,990.40 in costs.


4. The duly appointed receiver in this matter has collected rents from February 7, 2005 up until July 1, 2005, as reflected in the receiver's reports filed with this Court and incorporated herein by reference. The total amounts of rent collected during this time period equal \$3,800.00. During the same time period receiver has paid out expenses in the amount of \$73.28, as are indicated in the receiver's reports filed with the Court. Plaintiff has advanced receiver's fees in the amount of \$380.00 in the applicable time period.

5. Based upon the Petition of Heritage Bank for a Payment of Rental Monies, the Clerk of this Court is hereby directed to pay to Heritage Bank the sum of \$3,346.72. Such amounts shall be applied to the indebtedness owed by the defendants to Heritage Bank.

6. The Plaintiff is entitled to judgment *in personam* against the Defendants, David L. Oesterblad, individually, Gail Ann Oesterblad, individually, David L. Oesterblad and Gail Ann Oesterblad, Trustees of the Gail Ann Oesterblad Living Trust, and Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust, and D&G Rentals, LLC, in the amount of \$561,003.51, with interest thereon at five percent (5%) per annum from August 17, 2005, until paid in full, plus an attorney's fee of \$27,000.00 and costs in the amount of \$3,990.40.

IT IS, THEREFORE, BY THE COURT CONSIDERED, ORDERED AND ADJUDGED, that Heritage Bank receive judgment against the Defendants, David L. Oesterblad, individually, Gail Ann Oesterblad, individually, David L. Oesterblad and Gail Ann Oesterblad, Trustees of the Gail Ann Oesterblad Living Trust, and Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust, and D&G Rentals, LLC, jointly and severally, in the amount of \$561,003.51, plus interest at 5 percent (5%) *per annum* from August 17, 2005, until paid in full, plus attorney's fees of \$27,000.00 and costs in the amount of \$3,990.40.

IT IS SO ORDERED.

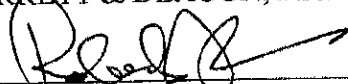


CIRCUIT JUDGE

APPROVED:

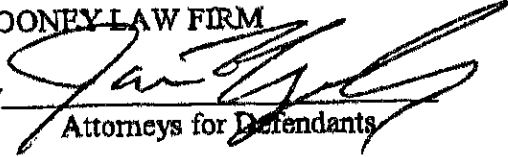
BARRETT & DEACON, P.A.

By



Attorneys for Heritage Bank


MOONEY LAW FIRM

By 
Attorneys for Defendants

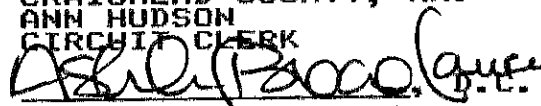
Judgment Bk 50 Pg 180

F:\USERS\RW\HERITAGE\entered\dauid\deSciency judgment.wpd

Law Bk 70 Pg 725-729
DATE :12-13-2005
TIME :11:39:29 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK


D.C.

Judgment Bk 50 Pg 176-180
DATE :12-13-2005
TIME :11:40:00 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

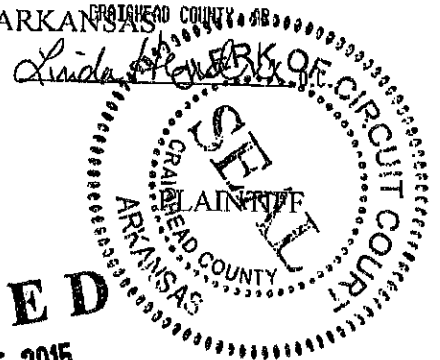

D.C.



* JB 2015 J - 002648 *
12/17/2015 11:51AM PG: 3

CANDACE EDWARDS, CIRCUIT CLERK

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



BEAR STATE BANK, Successor in Interest
by Merger to HERITAGE BANK, N.A.

v. No. CV-2004-337

DAVID L. OESTERBLAD, INDIVIDUALLY,
GAIL ANN OESTERBLAD, INDIVIDUALLY;
DAVID L. OESTERBLAD AND GAIL ANN
OESTERBLAD, TRUSTEES OF THE
GAIL ANN OESTERBLAD LIVING TRUST;
GAIL ANN OESTERBLAD AND DAVID L.
OESTERBLAD, TRUSTEES OF THE DAVID L.
OESTERBLAD LIVING TRUST; and
D&G RENTALS, LLC, an Arkansas Limited
Liability Company

FILED
DEC 15 2015
CANDACE EDWARDS
CIRCUIT COURT CLERK

1:42pm

DEFENDANTS

ORDER OF REVIVOR

Now on this 15th day of December, 2015, the Petition for Writ of Scire Facias and Order of Revivor was presented to the Court, the Plaintiff, BEAR STATE BANK, Successor in Interest by Merger to HERITAGE BANK, N.A., appeared by and through its attorneys. The Defendants, DAVID L. OESTERBLAD, INDIVIDUALLY, GAIL ANN OESTERBLAD, INDIVIDUALLY; DAVID L. OESTERBLAD AND GAIL ANN OESTERBLAD, TRUSTEES OF THE GAIL ANN OESTERBLAD LIVING TRUST; GAIL ANN OESTERBLAD AND DAVID L. OESTERBLAD, TRUSTEES OF THE DAVID L. OESTERBLAD LIVING TRUST; and D&G RENTALS, LLC, an Arkansas Limited Liability Company, appeared not although properly served with notice of hearing. From the pleadings, statements and arguments of counsel, and other matters made known to the Court, the Court finds:

J

1. That Bear State Bank, Successor in Interest by Merger to Heritage Bank, N.A., a banking corporation ("Petitioner") filed a Petition for a Writ of Scire Facias and Order of Revivor on October 26, 2015 (the "Petition").

2. That by Judgment entered on the Court's docket on December 8, 2005, the Circuit Court of Craighead County, Arkansas, Western District, issued a Deficiency Judgment in favor of Petitioner against defendants, David L. Oesterblad, Individually and Gail Ann Oesterblad, Individually; David L. Oesterblad and Gail Ann Oesterblad, Trustees of The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust; and D&G Rentals, LLC, an Arkansas Limited Liability Company (collectively, the "Defendants") in the sum of \$561,003.51, plus interest from August 17, 2005 at the rate of five percent (5%) per annum until the Judgment is paid in full; attorney's fees in the amount of \$27,000.00; together with Bear State Bank's fees and costs of \$3,990.40 (the "Deficiency Judgment").

3. That this Deficiency Judgment served as a lien against real estate owned by the Defendants for a period of ten (10) years.

4. That as of December 15, 2015, the Deficiency Judgment remains unsatisfied. The following amounts have been paid or credited to the Deficiency Judgment: \$2,288.29, applied to interest. As of December 15, 2015, the total amount due on the Deficiency Judgment is \$561,003.51 principal; \$287,435.44 interest; attorney's fees in the amount of \$27,000.00; Bear State Bank's fees and costs of \$3,990.40; for a grand total of \$879,429.35 as of this date.

5. That pursuant to Ark. Code Ann. § 16-65-501, Writs of Scire Facias have been issued to and served on each Defendant for the purpose of reviving the Judgment. The said Writs were

issued on October 26, 2015. Notice of Hearing was given to each Defendant within the Writs, and none appeared.

6. That in its Petition, Petitioner asserts the bankruptcy of individual defendants David L. Oesterblad and Gail Ann Osterblad (the "Individual Defendants"), and requests only *in rem* relief against the Individual Defendants.

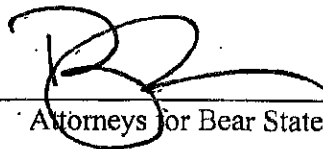
IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED, that the Deficiency Judgment entered on December 8, 2005, is hereby revived as of October 26, 2015; that the Deficiency Judgment, in the amount of \$561,003.51, plus interest from August 17, 2005 at the rate of five percent (5%) per annum until the Judgment is paid in full, less \$2,288.29 in interest paid; attorney's fees in the amount of \$27,000.00; together with Bear State Bank's fees and costs of \$3,990.40; all totaling \$879,429.35 as of this date, and all jointly and severally against the Defendants, David L. Oesterblad, Individually and Gail Ann Oesterblad, Individually (*in rem* only as to the Oesterblads, individually); David L. Oesterblad and Gail Ann Oesterblad, Trustees of The Gail Ann Oesterblad Living Trust; Gail Ann Oesterblad and David L. Oesterblad, Trustees of the David L. Oesterblad Living Trust; and D&G Rentals, LLC, an Arkansas Limited Liability Company, and the liens associated with the judgment, shall be in full force and effect for a period of ten (10) years from October 26, 2015.

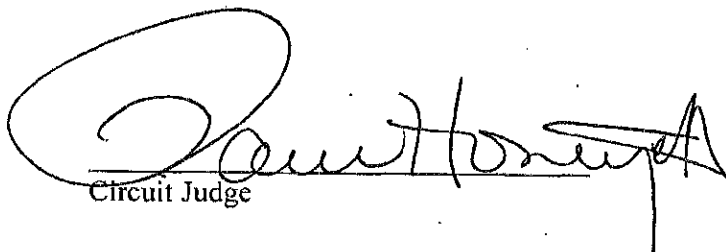
IT IS SO ORDERED.

Prepared By:

WADDELL, COLE & JONES, PLLC

By:


Attorneys for Bear State Bank


Circuit Judge