

J. EMERSON CO., LLC

NUMBER 603.464-B

VERSUS

FIRST JUDICIAL DISTRICT COURT

HATFIELD DEVELOPMENT
COMPANY, LLC, AND C & C ENERGY,
LLC

CADDO PARISH, LOUISIANA

PETITION FOR EXECUTORY PROCESS

NOW INTO COURT, through undersigned counsel comes the Plaintiff,
J. EMERSON CO., LLC ("Plaintiff"), a Louisiana limited liability company authorized to do and
doing business in the State of Louisiana, Parish of Caddo, which, for the purposes of this Petition
for Executory Process, respectfully represents:

PARTIES

1.

The Defendants in this case are as follows:

- (A) **HATFIELD DEVELOPMENT COMPANY, LLC**, a
Louisiana limited liability company, doing business in Caddo
Parish, Louisiana which may be served through its registered
agent, George Eric Hatfield;
- (B) **C & C ENERGY, LLC**, a Louisiana limited liability
company, which may be served through its registered agent,
Richard E. Hiller; and

(hereinafter collectively referred to as the "Defendants")

JURISDICTION AND VENUE

2.

The Plaintiff represents that this Court has subject matter jurisdiction over this case

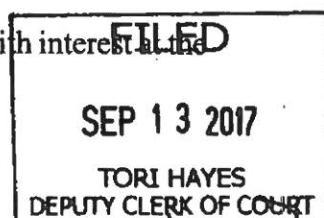
in that this is a foreclosure proceeding against property located in Caddo Parish, Louisiana; further,
Plaintiff represents that venue is proper in this court in that the Defendants are doing business in
Caddo Parish, Louisiana.

FORECLOSURE CLAIM ON FIRST MORTGAGE

3.

The Defendants are indebted to Plaintiff in the sum of **EIGHTY THOUSAND ONE**

HUNDRED FORTY-SIX AND 92/100 (\$80,146.92) DOLLARS in principal, with interest at the



SCAN09182017000000127

rate of 7.37% on the unpaid principal balance until paid, reasonable attorney's fees and court costs for the following reasons.

4.

Plaintiff is the holder of a certain Note ("Note") in the amount of **ONE HUNDRED EIGHT THOUSAND AND NO/100 (\$108,000.00) DOLLARS**, which Note was executed on May 16, 2008, by the Defendants, as Borrowers, payable to the order of The People's State Bank ("People's State Bank") bearing interest at the rate of 7.375% per annum on the unpaid principal balance of the Note until paid, and providing for reasonable attorney's fees in an amount not exceeding twenty-five percent (25%) of the principal balance due on the loan. The original Note is marked as Plaintiff Exhibit No. 1 and is attached hereto and made a part hereof.

5.

Plaintiff represents that People's State Bank was subsequently acquired by MidSouth Bank, N.A. ("MidSouth Bank") and that MidSouth Bank then sold, assigned and transferred the Note and all loan documents, including the Multiple Indebtedness Mortgage (the "Transfer Documents") unto the Plaintiff by virtue of that Notarial Act of Sale and Assignment of Promissory Note and Security Therefore ("Assignment") that was recorded on June 26, 2017, under Registry Number 2657372 of the records of Caddo Parish, Louisiana. A certified copy of the Assignment is marked as Plaintiff's Exhibit No. 2 and is attached hereto and made a part hereof.

6.

Plaintiff represents that, in conjunction with the Assignment, MidSouth Bank endorsed the Note to the order of the Plaintiff, which is shown on the back of the original Note in Plaintiff's Exhibit No. 1.

7.

The Plaintiff represents that the Defendants executed a Multiple Indebtedness Mortgage (the "Mortgage") that was recorded on May 19, 2008, under Registry Number 2156434 of the Mortgage Records of Caddo Parish, Louisiana. A certified copy of the Mortgage is marked as Plaintiff's Exhibit No. 3 and is attached hereto and made a part hereof.

SCAN09182017000000128

8.

Plaintiff represents that the Mortgage was part of the transferred documents in the Assignment by MidSouth Bank to the Plaintiff.

9.

In the Mortgage, the Defendants granted a mortgage in favor of the People's State Bank and any future holder or holders to secure their payment on the property described in full in the Mortgage, which has been marked as Plaintiff's Exhibit No. 3, and which is legally described as follows:

LOT 111, BROADMOOR TERRACE SUBDIVISION, UNIT NO. 1, a subdivision of the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded in Book 450, Page 363 of the Conveyance Records of Caddo Parish, Louisiana, together with all buildings and improvements located thereon, municipally known as 223 Pennsylvania Avenue, Shreveport, Louisiana 71105 (Assessment No. 171320-030-011).

The above-described property is hereinafter referred to as the "Mortgaged Property."

10.

In the Mortgage, the Defendants confessed judgment on the Note and consented to the seizure and sale of the Mortgaged Property under executory process if they failed to keep current the property taxes.

11.

Plaintiff submits that the Defendants have failed to pay the 2016 Caddo Parish and City of Shreveport taxes, as required by the Note and Mortgage, which constitutes a default under the terms and conditions of the Note and Mortgage. As proof of this default, Plaintiff has marked as Plaintiff's Exhibit No. 4, *in globo*, copies of the tax sale certificates showing the respective tax sales of the Mortgaged Property for the unpaid City of Shreveport and Caddo Parish taxes for the year 2016.

12.

Due to this default, Plaintiff submits that the Defendants are liable unto the Plaintiff for the unpaid principal balance on the Note in the amount of EIGHTY THOUSAND ONE

5
C
A
N
0
9
1
8
2
0
1
7
0
0
0
0
0
0
1
2
9

HUNDRED FORTY-SIX AND 92/100 (\$80,146.92) DOLLARS in principal with interest at the rate of 7.375% on the unpaid principal balance until paid, reasonable attorney's fees and court costs, and any costs advanced by the Plaintiff with respect to the property taxes.

FORECLOSURE CLAIM ON SECOND MORTGAGE

13.

Plaintiff is the holder of a second note ("Second Note") in the amount of THIRTEEN THOUSAND TWO HUNDRED NINETY-ONE AND 18/100 (\$13,291.18) DOLLARS, which Second Note was executed on May 24, 2016, by the Defendants, as Borrowers, payable to the order of Plaintiff bearing interest at the rate of twelve percent (12%) per annum on the unpaid principal balance of the Second Note until paid and provided for reasonable attorney's fees in an amount fixed at twenty-five percent (25%) on the amount due. The original Second Note is marked as Plaintiff's Exhibit No. 5 and is attached hereto and made a part hereof.

14.

Plaintiff represents that in connection with the Second Note, the Defendants executed an Act of Mortgage (the "Second Mortgage") that was recorded on June 27, 2016, under Registry Number 2603517 of the Mortgage Records of Caddo Parish, Louisiana, and a certified copy of the Second Mortgage is marked as Plaintiff's Exhibit No. 6 and is attached hereto and made a part hereof.

15.

In the Second Mortgage, the Defendants granted a mortgage in favor of the Plaintiff to secure their payment on the property described in full in the Second Mortgage and which has already been identified as the Mortgaged Property, as set forth in Paragraph 9 above.

16.

In the Second Mortgage, the Defendants confessed judgment on the note and consented to the seizure and sale of the Mortgaged Property under executory process if they failed to pay the entire principal and interest within ninety (90) days from May 24, 2016.

SCAN091820170000000130

17.

Plaintiff submits that the Defendants have failed to pay the principal sum of **THIRTEEN THOUSAND TWO HUNDRED NINETY-ONE AND 18/100 (\$13,291.18) DOLLARS** and the accumulated interest within the ninety (90)-day required period and that this failure to pay the Second Note and Second Mortgage in accordance with their terms represents a default.

18.

Due to this default, Plaintiff submits that the Defendants are liable unto the Plaintiff for the unpaid principal balance on the note in the amount of **THIRTEEN THOUSAND TWO HUNDRED NINETY-ONE AND 18/100 (\$13,291.18) DOLLARS** in principal, with interest at the rate of twelve percent (12%) per annum on the unpaid principal balance until paid, reasonable attorney's fees and court costs.

WHEREFORE, the premises and attached documents being considered, Plaintiff prays:

I. That this Petition for Executory Process be deemed duly sufficient and filed herein and served upon the Defendants, **HATFIELD DEVELOPMENT COMPANY, LLC and C&C ENERGY, LLC;**

II. That this Honorable Court order the issuance of a writ of seizure and sale commanding the Sheriff of Caddo Parish to seize and sell, after due advertisement, requisites and formalities, to sell at public auction **without benefit of appraisal** and to the highest bidder for cash, the property described in Paragraph 9 of this Petition in order to satisfy Plaintiff's claims of:

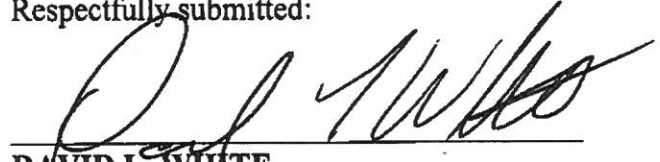
- A. **Eighty Thousand One Hundred Forty-Six and 92/100 (\$80,146.92) Dollars** in principal, with interest at the rate of 7.375% on the unpaid principal balance until paid, reasonable attorney's fees and court costs;
- B. **Thirteen Thousand Two Hundred Ninety-One and 18/100 (\$13,291.18) Dollars** in principal, with interest at the rate of twelve percent (12%) per annum until paid, reasonable attorney's fees and court costs;
- C. All costs of these proceedings; and

SEAN 09182017000000132

D. Out of the proceeds of the sale, Plaintiff's claims be paid in full by preference and priority over all other claims; and

III. For all other just and equitable relief.

Respectfully submitted:



DAVID L. WHITE
A Professional Law Corporation
La. Bar Roll No. 8243
3985 Airline Drive
Bossier City, Louisiana 71111
Telephone: (318) 747-7023
Fax: (318) 741-9594

ATTORNEY FOR THE PLAINTIFF, J.
EMERSON CO., LLC

SERVICE INSTRUCTIONS:

Please serve the Defendant,
HATFIELD DEVELOPMENT COMPANY, LLC
through its registered agent,
George Eric Hatfield
8530 Box Road
Shreveport, Louisiana 71106

Please serve the Defendant,
C & C ENERGY, LLC
through its registered agent,
Richard E. Hiller
401 Edwards Street, Suite 1300
Shreveport, Louisiana 71101

SCAN091820170000000133

J. EMERSON CO., LLC

* NUMBER:

VERSUS

* FIRST JUDICIAL DISTRICT COURT

HATFIELD DEVELOPMENT
COMPANY, LLC AND C & C
ENERGY, LLC

* CADD0 PARISH, LOUISIANA

STATE OF TEXAS

COUNTY OF DALLAS

AFFIDAVIT

BEFORE ME, the undersigned authority, personally came and appeared J. EMERSON CO., LLC, hereinafter represented by its duly authorized representative Julio E. Rios, II, who after being duly sworn, did depose and state that:

He is the sole owner and manager of J. EMERSON CO., LLC, and as such, is familiar with the account of the defendants herein, HATFIELD DEVELOPMENT COMPANY, LLC AND C & C ENERGY, LLC. He has read the above and foregoing petition and all of the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief.

To the best of affiant's knowledge, information and belief, derived from the records kept in the ordinary business of the mortgagee, the defendants are not active members of the armed services of the United States or its allies, within the purview of the provisions of the Servicemembers Civil Relief Act (SCRA), and nothing within affiant's personal knowledge reflect that defendants are in active military service. This affidavit is made pursuant to the provisions of 50 U.S.C.

J. EMERSON CO., LLC

BY:

JULIO E. RIOS, II

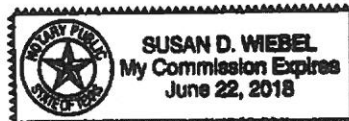
MANAGER

Mgr.

SWORN TO AND SUBSCRIBED before me, Notary Public, this 1st day
of September, 2017.

Susan D. Wiebel
NOTARY PUBLIC in and for
Dallas, Texas

My Commission Expires:



SCAN091820170000000135

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$108,000.00	05-16-2008	05-16-2028	3464725			SCV	SCV

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: HATFIELD DEVELOPMENT COMPANY, L.L.C. (TIN: 72-1477069)
C & C ENERGY, L.L.C. (TIN: 94-3423330)
8530 BOX RD
SHREVEPORT, LA 71106

Lender: THE PEOPLES STATE BANK
MAIN OFFICE
880 SAN ANTONIO AVE
P O BOX 1200
MANY, LA 71449-1200
(318) 256-2071

EXHIBIT

1

Principal Amount: \$108,000.00

Interest Rate: 7.375%

Date of Note: May 16, 2008

PROMISE TO PAY. HATFIELD DEVELOPMENT COMPANY, L.L.C.; and C & C ENERGY, L.L.C. ("Borrower") promise to pay to the order of THE PEOPLES STATE BANK ("Lender"), in lawful money of the United States of America the sum of One Hundred Eight Thousand & 00/100 Dollars (U.S. \$108,000.00), together with simple interest at the rate of 7.375% per annum assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on May 16, 2008 and continuing until this Note is paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 240 payments of \$868.97 each payment. Borrower's first payment is due June 16, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment due on May 16, 2028, may be greater if Borrower does not make payments as scheduled. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Other than Borrower's obligation to pay any prepayment penalty, Borrower may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If Borrower prepays this Note in full, or if Lender accelerates payment, Borrower understands that, unless otherwise required by law, any prepaid fees or charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: THE PEOPLES STATE BANK, PO BOX 1200 MANY, LA 71449-1200.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid portion of the regularly scheduled payment or \$15.00, whichever is greater with a maximum of \$50.00. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

INTEREST AFTER DEFAULT. If Lender declares this Note to be in default, Lender has the right prospectively to adjust and fix the simple interest rate under this Note until this Note is paid in full, as follows: (A) If the original principal amount of this Note is \$250,000 or less, the fixed default interest rate shall be equal to eighteen (18%) percent per annum, or three (3%) percent per annum in excess of the interest rate under this Note, whichever is greater. (B) If the original principal amount of this Note is more than \$250,000, the fixed default interest rate shall be equal to twenty-one (21%) percent per annum, or three (3%) percent per annum in excess of the interest rate under this Note at the time of default, whichever is greater.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note as provided above, Lender shall have the right, at Lender's sole option, to declare formally this Note to be in default and to accelerate the maturity and insist upon immediate payment in full of the unpaid principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided herein. Lender shall have the further right, again at Lender's sole option, to declare formal default and to accelerate the maturity and to insist upon immediate payment in full of each and every other loan, extension of credit, debt, liability and/or obligation of every nature and kind that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or otherwise, all without further notice or demand, unless Lender shall otherwise elect.

ATTORNEYS' FEES; EXPENSES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect this Note, or if Borrower files for bankruptcy or other relief from creditors, Borrower agrees to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the loan.

WAIVE JURY. BORROWER AND LENDER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER AGAINST THE OTHER.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana.

NSF CHARGE. In the event that Borrower makes any payment under this Note by check or electronic payment and Borrower's check or electronic payment is returned to Lender unpaid due to non-sufficient funds in Borrower's deposit account or otherwise, Borrower agrees to pay Lender an NSF charge in an amount of \$25.00 or 5.000% of the dishonored item (whether check or electronic payment), whichever is greater.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that Borrower may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), and to the extent permitted by law, Borrower is granting Lender a continuing security interest in any and all funds that Borrower may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder (with the exception of IRA, pension, and other tax-deferred deposits). Borrower further agrees that, to the extent permitted by law, Lender may at any time apply any funds that Borrower may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that Borrower may then owe to Lender, in principal, interest, fees, costs, expenses, and reasonable attorneys' fees.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

WAIVERS. Borrower and each guarantor of this Note hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of division and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "solidary" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Note further agree that any late charges provided for under this Note will not be charges for deferral of time for payment and will not and are not intended to compensate Lender's for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to

PROMISSORY NOTE
(Continued)

Loan No: 3464725

Page 2

Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay in full any installment or payment timely when due under this Note, whether or not a late charge is assessed, will remain and shall constitute an Event of Default hereunder.

SUCCESSORS AND ASSIGNS LIABLE. Borrower's and each guarantor's obligations and agreements under this Note shall be binding upon Borrower's and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Note shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

CAPTION HEADINGS. Caption headings in this Note are for convenience purposes only and are not to be used to interpret or define the provisions of this Note.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors, heirs, legatees, devisees, administrators, executors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

APPLICABLE LENDING LAW. To the extent not preempted by federal law, this business or commercial loan is being made under the terms and provisions of La. R.S. 9:3509, et seq.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

HATFIELD DEVELOPMENT COMPANY, L.L.C.

By: 
GEORGE ERIC HATFIELD, Member of HATFIELD
DEVELOPMENT COMPANY, L.L.C.


C & C ENERGY, L.L.C.

By:  Mgr.
JULIO E RIOS II, Manager of C & C ENERGY, L.L.C.

LASER PRO Lending, Var. 540.00.003 Cape, Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - LA E: HARLAND/CPL/PLD20.FC TR-12523 PR-18

Endorsed without any
recourse or warranty
pay to the order
of J. Emerson Co LLC

At South Bank, N.A.

By: 
Christopher M. Sylvia SUP