

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
OXFORD DIVISION

UNITED STATES OF AMERICA

PLAINTIFF

VS.

CASE NO. 3:15-CV-00212-MPM-SAA

SYLVIA AGNEW, as spouse and heir of
Jerry Agnew (deceased) and LAQUEDA COLLIER,
as daughter and heir of Jerry Agnew (deceased)

DEFENDANTS

**FINAL JUDGMENT OF REPLEVIN AND
MONETARY JUDGMENT**

This cause having come before this Court upon the United States of America's Complaint for Replevin (DK# 1), filed on December 16, 2015, seeking a replevin of farm equipment situated in Tippah County, Mississippi.

Based on its pleadings and exhibits thereto, the Court concludes as follows:

1. That this Court has jurisdiction over the parties and subject matter pursuant to the provisions of 28 U.S.C. §1345 and Federal Rules of Civil Procedure Rule 64, because this is a civil action brought by the United States of America on behalf of the Farm Service Agency ("FSA"), an agency within the United States Department of Agriculture.

2. That the United States of America seeks a judgment, pursuant to Miss Code Ann. §11-37-141, awarding it farm equipment valued at \$60,000.00 situated in Tippah County, Mississippi, within the jurisdiction of this Court. This chattel equipment has been pledged as security for loans made by Farm Service Agency to Jerry Agnew ("Decedent"). Said chattel equipment is being detained at Sylvia Agnew's (Spouse of Decedent) home located at 201 County Road 553, Ripley, Mississippi 38663.

3. That, Defendant, Sylvia Agnew, is the widowed spouse and lawful heir of Jerry Agnew. She is an adult resident of Tippah County, Mississippi, who was properly served with service of

process at her principal residence located at 201 County Road 553, Ripley, Mississippi 38663, in accordance with Miss. Code Ann. §11-37-135. Defendant, Sylvia Agnew, has not filed a response to the Complaint filed herein.

4. That, Defendant, LaQueda Collier, is the daughter and lawful heir of Jerry Agnew. She is an adult resident of Tippah County, Mississippi, and was properly served with service of process at her principal residence located at 201 County Road 553, Ripley, Mississippi 38663, in accordance with Miss. Code Ann. §11-37-135. Defendant, LaQueda Collier, has not filed a response to the Complaint filed herein.

5. For good and valuable consideration, and to obtain loan assistance from the United States of America, acting by and through the Farm Service Agency (“FSA”), Decedent executed and delivered to FSA, certain Promissory Notes, representing loans made and are more particularly described as follows:

Loan Type	Date of Note	Principal Amount	Interest Rate	Terms
OL-R-44-01	June 25, 2010	\$165,000.00	2.625%	7 annual installments in the amount of \$26,112.00 beginning June 25, 2011.
FO-R-41-02	June 25, 2010	\$215,000.00	4.875%	40 annual installments in the amount of \$12,318.00 beginning June 25, 2011.
OL-R-44-03	February 3, 2011	\$10,000.00	1.75%	1 annual installment in the amount of \$10,175.00 beginning February 3, 2012.

6. To secure the indebtedness set forth above, Decedent executed a Security Agreement and delivered it to the United States Department of Agriculture, acting by and through the Farm Service Agency. By execution of said Agreement, Jerry Agnew conveyed a priority secured interest in all farm equipment now owned or thereafter acquired. The remaining security in which the United States holds a priority lien is: (1) tractor, (2) bush hog, (3) disk, (4) box blade,

(5) seeder, and (6) dozier. The priority lien of the United States of America was properly perfected by the filing of UCC1 Financing Statements with the Secretary of State for the State of Mississippi as File No. 20100044304K, with its most recent continuation being filed on September 26, 2014, as File No. 20141462167B. Copies of the Security Agreement, as well as, the UCC1 Financing Statements were attached to the Complaint as Exhibit "B". Said chattel security is more particularly described below and currently valued at \$60,000.00:

Quantity	Kind	Manufacturer	Size/Type	Condition	Year	Serial No.
1	Tractor	Massey	48	Good	2007	BP37020
1	Bush Hog	Land Pride	15-Foot	Good	2008	
1	Disk	Klouse	6-Foot	Good		
1	Box Blade		6-Foot	Good		
1	Seeder		3-Point Hitch	Good	2008	
1	Dozier	Caterpillar	D6	Good		4X3927

7. Decedent failed to make any payments in regards to the aforementioned accounts. Decedent is indebted to the United States of America in the total amount of \$469,666.89, said sum representing \$392,445.00 in unpaid principal, plus accrued interest through October 31, 2015, in the amount of \$77,221.89, with interest accruing thereafter at the rate of \$41.3869 per day. A copy of the Certificate of Indebtedness and Statement of Account was attached to the Complaint as Exhibit "C", in accordance with Miss. Code Ann. §11-37-131. Therefore it is unnecessary for the United States of America to post a bond.

8. Prior to his death on March 12, 2015, Decedent violated the covenants of the Notes and Security Agreement. By reason of such default, on or about February 5, 2015, Plaintiff decided to exercise its right of acceleration and declare the entire unpaid balance, including principal and interest, immediately due and payable. Despite repeated demands, Jerry Agnew refused, failed,

and neglected to pay the balance due. All conditions precedent have been performed and amicable demand has been made but without avail. A copy of the Notice of Acceleration describing in detail the default of Jerry Agnew was attached to the Complaint as Exhibit "D".

9. The United States of America is entitled to obtain an *in rem* judgment on the Notes and Security Agreement, and to enforce its judgment through the seizure and sale of the security property described in Paragraph No. 6 pursuant to a Writ of Replevin.

IT IS HEREBY ORDERED that the United States of America is hereby awarded a judgment against the estate of Jerry Agnew, for the total amount of \$469,666.89. Said sum representing \$392,445.00 in unpaid principal, plus accrued interest through October 31, 2015, in the amount of \$77,221.89, with interest accruing thereafter at the rate of \$41.3869 per day until paid in full, less any proceeds from the sale of the equipment or other collateral.

IT IS FURTHER ORDERED that the United States of America has a valid and legal security interest in the property described as follows:

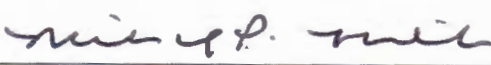
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1	Seeder		3-Point Hitch	Good	2008	
1	Dozier	Caterpillar	D6	Good		4X3927

The United States of America is hereby granted an *in rem* Judgment on the Notes and Security Agreements, and its agents and/or the United States Marshal Service, shall take immediate possession of said property. Said property is to be sold, according to law, to the

highest bidder, and out of the proceeds of said sale, the United States of America shall be paid by preference and priority over all persons, or entities, the amount of its claim.

This Court retains jurisdiction to assure enforcement of the terms of this Order, pursuant to the Federal Rules of Civil Procedure Rule 70.

SO ORDERED, ADJUDGED and DECREED, this the 26th day of January, 2016.



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF MISSISSIPPI

Prepared By:

Ava N. Jackson
Assistant United States Attorney
Northern District of Mississippi
Mississippi Bar No.: 2959
900 Jefferson Avenue
Oxford, Mississippi 38655
Telephone: (662) 234-3351
Facsimile: (662) 234-3318
ava.jackson@usdoj.gov