

FILED  
U.S. DISTRICT COURT  
EASTERN DISTRICT ARKANSAS

OCT 04 2016

JAMES W. McCORMACK, CLERK  
By: mejs DEP. CLERK

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
NORTHERN DIVISION

FIRST NATIONAL BANK OF IZARD )  
COUNTY, )  
 )  
Plaintiff, )

V. )

Case No. 1:15-cv-5 BD

EVERGREEN PROCESSING, LLC, f/k/a )  
B & H RESOURCES, LLC; NORTHSTAR )  
FARMS, LLC; JOHN P. HARDY; CELTIC )  
BANK; and HELEN BARTMESS, )  
 )  
Defendants. )

and

CELTIC BANK, )  
 )  
Plaintiff, )

V. )

HAYNESVILLE SHALE RENTAL, LLC; )  
EVERGREEN PROCESSING, LLC, )  
 )  
Defendants, )

FIRST NATIONAL BANK OF IZARD )  
COUNTY; HELEN BARTMESS, )  
INDIVIDUALLY, AND AS EXECUTRIX )  
OF THE ESTATE OF GEORGE )  
BARTMESS, DECEASED, )

Additional Defendants. )

**JUDGMENT AND  
DECREE OF FORECLOSURE  
AGAINST NORTHSTAR FARMS, LLC**

On this date the above-styled matter comes on for consideration by the Court and Plaintiff is present by its attorney, Robert D. Stroud; Defendant Northstar Farms, LLC, appears not, and the Court being well and sufficiently advised in the law and the facts, finds:

1. This Court has jurisdiction of the parties to and subject matter of this action.
2. On September 26, 2016, an Order was entered granting First National Bank of IZARD County's motion for partial summary judgment against Northstar finding there are no genuine issues of material fact and that Plaintiff is entitled to judgment as a matter of law.
3. On or about August 7, 2009, Defendant Northstar Farms, LLC, executed and delivered to Plaintiff its promissory note and security agreement in the original principal amount of \$320,230.65, payable with interest at the rate of 6.500% per annum, on demand, but if no demand is made on February 7, 2010, when the entire unpaid principal and interest would be due and payable.

4. As security for the payment of the promissory note, Defendant Northstar Farms, LLC, executed and delivered to Plaintiff its mortgage on the following described real property situated in IZARD County, Arkansas:

**All that part of the Southeast Quarter Northwest Quarter lying South of State Highway 56 in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**All that part of the Southwest Quarter Northeast Quarter lying South of State Highway 56 in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**Part of the Southeast Quarter Southwest Quarter lying East of an existing fence and part of the West Half of the Southeast Quarter lying East of an existing fence described as follows: Beginning at the Southwest corner of the Southeast Quarter Southeast Quarter; thence North 86 degrees 26 minutes 51 seconds West, 1075.96 feet to a point; thence North 37 degrees 39 minutes 07 seconds West, 833.75 feet to a point; thence North 49 degrees 10 minutes 10 seconds West, 1572.02 feet to a point; thence North 41 degrees 43 minutes 32 seconds West, 1263.74 feet in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**Part of the Southeast Quarter Northeast Quarter lying South of State Highway 56 in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**All the Northeast Quarter Southeast Quarter in Section 10, Township 17 North, Range 10 West of the 5th P.M. of Izard County.**

**All the Southeast Quarter Southeast Quarter in Section 10, Township 17 North, Range 10 West of the 5th P.M. Izard County.**

**The North Half Northeast Quarter Northeast Quarter of Section 15, Township 17 North, Range 10 West of the 5th P.M. of Izard County.**

said mortgage having been recorded in Book 32 at Page 553 of the Izard County records.

5. From time to time, Plaintiff and Defendant Northstar Farms, LLC, entered into Loan Extension Agreements concerning the promissory note.

6. From time to time, Plaintiff and Defendant Northstar Farms, LLC, also entered into Modifications of Mortgage concerning the promissory note.

7. Defendant Northstar Farms, LLC, has failed and refused to make payments in accordance with the terms of the promissory note, and is wholly in default. Plaintiff is entitled to *in rem* judgment from and against Northstar Farms, LLC, in the amount of \$358,604.93, plus interest accruing daily after September 27, 2016, of \$64.04 per day, plus its costs and an attorney's fee of \$35,860.00.

7. Although Defendants Celtic Bank and Helen Bartmess claim an interest in other property mortgaged to First National Bank of IZARD County, no other party claims any interest in the following described property owned by Northstar Farms, LLC, covered by the Mortgage given to secure the Promissory

Note:

**All that part of the Southeast Quarter Northwest Quarter lying South of State Highway 56 in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**All that part of the Southwest Quarter Northeast Quarter lying South of State Highway 56 in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**Part of the Southeast Quarter Southwest Quarter lying East of an existing fence and part of the West Half of the Southeast Quarter lying East of an existing fence described as follows: Beginning at the Southwest corner of the Southeast Quarter Southeast Quarter; thence North 86 degrees 26 minutes 51 seconds West, 1075.96 feet to a point; thence North 37 degrees 39 minutes 07 seconds West, 833.75 feet to a point; thence North 49 degrees 10 minutes 10 seconds West, 1572.02 feet to a point; thence North 41 degrees 43 minutes 32 seconds West, 1263.74 feet in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**Part of the Southeast Quarter Northeast Quarter lying South of State Highway 56 in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**


**All the Northeast Quarter Southeast Quarter in Section 10, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

**All the Southeast Quarter Southeast Quarter in Section 10, Township 17 North, Range 10 West of the 5th P.M. IZARD County.**

**The North Half Northeast Quarter Northeast Quarter of Section 15, Township 17 North, Range 10 West of the 5th P.M. of IZARD County.**

NOW, THEREFORE, IT IS HEREBY CONSIDERED, ORDERED and ADJUDGED Plaintiff have judgment from and against Northstar Farms, LLC, in the amount of \$358,604.93, plus interest accruing daily after September 27, 2016, at the rate of \$64.04 per day, and for its costs, plus an attorney's fee in the amount of \$35,860.00; that Plaintiff's lien be declared to be a first, valid and paramount lien on the real property described herein; that if said judgment be not paid within a reasonable time, that the real property described herein be sold at public auction at the front door of the IZARD County Courthouse, Melbourne, Arkansas, after publication of the notice of sale in a newspaper having a general circulation in IZARD County, Arkansas, once weekly for four consecutive

weeks; U. S. Marshall Clifton Massanell is directed to make said sale; that the proceeds of the sale shall be first applied to the cost of this action, including a reasonable Marshall's fee, next applied toward the satisfaction of the judgment of First National Bank of IZARD County, and the balance, if any, held pursuant to further orders of this Court; that the equities of Defendants in such real property should be, and are hereby, forever foreclosed and barred.

  
\_\_\_\_\_  
BETH DEERE, Magistrate Judge

DATE: October 4, 2016

APPROVED AS TO FORM:

/s/ James E. Smith, Jr.  
BLAIR ARNOLD/JAMES E. SMITH, JR.,  
Attorneys for Helen Bartmess

/s/ Robert J. Gibson  
ROBERT J. GIBSON, Attorney for  
Celtic Bank