

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

UNITED STATES OF AMERICA

PLAINTIFF

v.

No. 2:11-cv-88-DPM

**CLEVELAND TYRONE DAVIS
and FULLER SEED & SUPPLY**

DEFENDANTS

JUDGMENT

The United States of America has asked for judgment against Davis on an unpaid loan the Farm Service Administration and United States Department of Agriculture made to him. The Government has supplied an affidavit showing that Davis is not an infant or incompetent person and is not in the military service of the United States. Davis and his co-defendant Fuller Seed and Supply were properly served, have not answered, and are in default. The Court has jurisdiction over the parties and over the personal property involved.

1. In order to receive loan assistance from the Government, Davis, Defendant executed certain Promissory Notes, representing loans made,

renewed, rescheduled, or reamortized between 16 February 2000 and 8 June 2004. They are more particularly described as follows:

Loan Type	Date of Note	Principal Amount	Interest Rate	Terms
OL-R-44-09*	17 July 2003	\$179,691.35	3.25%	15 annual installments in the amount of \$15,326.00 beginning 1 January 2004.
*Note: This Note was consolidated or rescheduled from the following Notes: No. 44-07 dated 21 May 2002 in the amount of \$70,000.00; No. 44-08 dated 21 May 2002 in the amount of \$129,155.29; No. 44-06 dated 8 June 2001 in the amount of \$123,815.52; No. 44-01 dated 16 February 2000 in the amount of \$38,000.00; No. 44-02 dated 16 February 2000 in the amount of \$77,500.00; No. 44-03 dated 6 July 2000 in the amount of \$8,400.00; and, No. 44-04 dated 6 July 2000 in the amount of \$3,600.00.				
OL-R-44-10	8 June 2004	\$34,000.00	3.75%	7 annual installments in the amount of \$5,535.00 beginning 31 December 2004.

2. The payments due on the above-described promissory notes are in default. The Government declared the entire unpaid balance due and payable. There is due and owing on the promissory notes of Cleveland Tyrone Davis payable to the United States of America, U.S. Department of Agriculture, Farm Service Agency, the total principal sum of \$119,744.76,

plus interest in the sum of \$2,178.96, accrued to 30 November 2012, and thereafter at the daily rate of \$10.6736 to date of this judgment. Going forward this judgment will bear interest at the statutory rate pursuant to 28 U.S.C. § 1961, plus any additional advances and recoverable charges made during the pendency of this action for protection and maintenance of the subject property, and the costs of this action. A total balance of \$131,695.44 is due as of 30 November 2012.

3. The debt due and owing to the Government is secured by the Security Agreement dated 8 June 2004, executed by Davis. The Agreement was properly perfected by filing a UCC Financing Statement on 16 February 2000 as Instrument No. 2000-172, continued on 11 February 2005, with the Circuit Clerk of Phillips County, and continued on 9 February 2010 as Document No. 314077003, in the Office of the Secretary of State for the State of Arkansas. By execution of the Security Agreement, Davis granted and conveyed a first priority security interest in all farm equipment and farm machinery, then owned or thereafter acquired, and all replacements, substitutions and additions, including, but not limited to, the following:

Quantity	Kind	Manufacturer	Size/Type	Cond.	Year	Serial No.
1	Power Unit w/Trailer and PO	John Deere	4039	Good		T04039D370440
1	Power Unit w/ Trailer	John Deere	405	Good		40405D7645546
1	Field Cultivator	Triple K	0102	Good		403089
1	Tractor	John Deere	8300	Good		RW8300P003840
1	Land Plane	Fair Oaks	16' x 50'	Good		A-1996-1
1	Bob Truck	Chevrolet	C 60 Tandem	Poor	1973	CCE613V132429
1	Water Wagon w/motor and Pump		1,000 Gallon			
1	Quick Hitch	John Deere	001353	Good		
1	Blade	Rhino	Hydraulic	Good		00353
1	Combine	John Deere	620	Poor		357991
1	Disc	Int'l. Harvester	490 – 28'	Fair		947000U009053
1	Ditcher	AMCO	PTO	Poor		
1	Header	John Deere	Flex 20'	Poor		493783
1	Header	John Deere- 922-22'	Good			H00922c656399
1	Spray Boom		8-Row	Poor		
1	Chisel Plow	Graham	17 - Tine	Poor		8519
1	Header	John Deere	925-25'	Good		H00925F681528
1	Trailer	Unverferth				6948
1	Trailer	Top Hat	16-Foot	Good		4R7FS1625YT03 039
1	Levee Plow			Fair		

Quantity	Kind	Manufacturer	Size/Type	Cond.	Year	Serial No.
1	Combine	John Deere	9600	Good		H09600X662960
1	Disc	Int'l. Harvester	3950	Good		JAG0750183

4. Davis, his representatives, employees, and agents, must surrender and deliver all of this machinery and equipment, together with all replacements, substitutions and additions, to the U.S. Department of Agriculture (USDA), Farm Service Agency (FSA) at a time and place designated by FSA. The farm equipment and machinery described above shall be sold, or otherwise disposed of, by USDA, FSA, in a commercially reasonable manner, as provided by applicable provisions of the Arkansas Uniform Commercial Code, Ark. Code Ann. § 4-9-601, *et. seq.* The proceeds from this sale, or other disposition, after expenses shall be first paid to USDA, FSA, to the extent of the indebtedness owed to it. Any remaining proceeds shall be disbursed as provided by applicable provisions of the Arkansas Uniform Commercial Code.

5. The Court retains jurisdiction until 16 August 2013 to make any orders necessary to effectuate the judgment.



D.P. Marshall Jr.
United States District Judge

12 February 2013