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& BEGNAUD, LTD.
(A LAW CORPORATION)

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POSTED
JH

January 27, 2025

HAND DELIVERED

Natchitoches Parish Clerk of Court
Attn: Civil Department
200 Church Street
Natchitoches, LA 71457

Re: *BOM Bank v. Waskom, Brown & Associates, L.L.C., David Waskom and Lesh Nettles Brown*, Suit No. _____, 10th Judicial District Court, Natchitoches Parish, Louisiana
(Our File No. 18594)

95302-A

Dear Mr. Stamey:

On behalf of our client, BOM Bank, enclosed are an original *Petition for Foreclosure by Executory Process (without Benefit of Appraisal) and for Appointment of Keeper* for filing and three (3) service copies in connection with the above-referenced matter. We have also enclosed an extra copy of the *Petition*, which we would appreciate you stamping "filed" and returning to us by placing in our box located in your office.

Finally, we have enclosed a check in the amount of \$746.00 made payable to Natchitoches Parish Clerk of Court to cover the cost of this filing and a check in the amount of \$500.00 made payable to the Natchitoches Parish Sheriff's Office as an advance deposit. Should there be a balance due, please forward your statement for same to me for payment.

Thank you in advance for your assistance in this matter.

Sincerely,

McCOY ROBERTS & BEGNAUD, LTD.
(A Law Corporation)


Mark A. Begnaud

MAB/sfb

cc: BOM Credit Department (via email to creditdept@bankmontgomery)

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RECEIVED AND FILED
DAVID STAMEY
CLERK OF COURT

2025 JAN 27 P 3:03

BOM BANK

Kate Johnson * NUMBER 95302 *At*
EX. CLERK
NATCHITOCHEES PARISH, LA. 10TH JUDICIAL DISTRICT COURT

versus

WASKOM, BROWN & ASSOCIATES, L.L.C., DAVID A. WASKOM and LESH NETTLES BROWN * NATCHITOCHEES PARISH, LOUISIANA * * *

PETITION FOR FORECLOSURE BY EXECUTORY PROCESS (WITHOUT BENEFIT OF APPRAISAL) AND FOR APPOINTMENT OF KEEPER

The petition of the BOM Bank (“BOM” or the “Bank”), a Louisiana banking corporation domiciled in Natchitoches Parish, appearing herein through its undersigned counsel, respectfully represents that:

1.

Made defendants herein are:

1) **Waskom, Brown & Associates, L.L.C.** (“Waskom Brown”), a Louisiana limited liability company domiciled in Natchitoches Parish, Louisiana, which can be served through its Registered Agent, David A. Waskom at 816 University Drive, Suite A, Natchitoches, Louisiana 71457;

2) **David A. Waskom** [REDACTED], a resident of Natchitoches Parish, Louisiana, whose last known address is 115 Watson Drive, Natchitoches, Louisiana 71457; and

3) **Lesh Nettles Brown** [REDACTED], a resident of Natchitoches Parish, Louisiana, whose last known address is 109 Kaffie Drive, Natchitoches, Louisiana 71457.

2.

Petitioner is the holder of a certain *Master Note* (the “First Note”), a copy of which, certified in accordance with La. R.S. 13:3733.1, is attached hereto as Exhibit “P-1”, executed by the Waskom Brown on May 22, 2007, representing a revolving line of credit with a credit limit of \$150,000.00, providing for an initial interest rate of 8.000% per annum, payable in one payment of the unpaid principal balance, all accrued interest and any amount which exceeds the credit limit due on May 22, 2008. The First Note further provides for reasonable attorney’s fees not in excess of 25% of the unpaid debt if placed in the hands of an attorney for collection, and for other costs.

3.

The terms of the First Note were modified, pursuant to following described *Modification, Extension, Change in Terms Agreements*, copies of which, certified in accordance with La. R.S.

13:3733.1, are attached hereto, *in globo*, as Exhibit "P-2":

1. Effective December 27, 2007, the principal amount increased to \$180,000.00;
2. Effective May 27, 2008, the maturity date was extended to May 22, 2009, the interest rate was changed to 6.500% and the payment schedule was modified making the principal and interest due and payable on May 22, 2009;
3. Effective June 16, 2009, the maturity date was extended to May 22, 2010, and the payment scheduled was modified making the First Note payable in 11 payment of all accrued interest monthly beginning June 22, 2009, plus a final payment consisting of the full amount of principal, all accrued interest, charges and fees remaining due and payable on May 22, 2010;
4. Effective May 22, 2010, the maturity date was extended to May 22, 2011, and the payment schedule was modified making the First Note payable in 11 payments of all accrued interest monthly beginning June 22, 2010, plus a final payment consisting of the full amount of principal, all accrued interest, charges and fees remaining due and payable on May 22, 2011;
5. Effective June 13, 2011, the maturity date was extended to May 22, 2012;
6. Effective May 22, 2012, the maturity date was extended to May 22, 2013;
7. Effective May 22, 2013, the maturity date was extended to May 22, 2014;
8. Effective May 22, 2014, the maturity date was extended to May 22, 2015;
9. Effective May 22, 2015, the maturity date was extended to May 22, 2016;
10. Effective May 20, 2016, the maturity date was extended to May 22, 2017;
11. Effective May 22, 2017, the maturity date was extended to May 22, 2018;
12. Effective May 22, 2018, the maturity date was extended to May 22, 2019;
13. Effective May 22, 2019, the maturity date was extended to May 22, 2020, and the interest rate was modified to a variable rate with the initial rate of 7.500%;
14. Effective May 22, 2020, the maturity date was extended to May 22, 2021;
15. Effective May 21, 2021, the maturity date was extended to July 22, 2021;
16. Effective July 22, 2021, the maturity date was extended to June 22, 2022;
17. Effective June 22, 2022, the maturity date was extended to June 22, 2023;
18. Effective June 22, 2023, the maturity date was extended to June 22, 2024;
19. Effective August 2, 2024, the maturity date was extended to July 31, 2029, the interest rate was modified to a fixed rate of 12.200% and the payment schedule was modified to "Principal and interest are repayable in 59 equal installment payments, amortized over 120 months, in the amount of \$2,642.00, commencing on August 31, 2024 and continuing monthly thereafter, and one (1) final payment consisting of the full amount of the principal and all accrued interest remaining due and payable on July 31, 2029."

4.

Additionally, Petitioner is the holder of a certain *Promissory Note* (the "Second Note"), a

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copy of which, certified in accordance with La. R.S. 13:3733.1, is attached hereto as Exhibit "P-3", executed by the Waskom Brown on June 10, 2010, in the original principal amount of \$231,904.51, providing for a fixed interest rate of 7.000% per annum, payable in eight (8) payments in the amount of \$35,602.03 each, beginning on June 10, 2011, and continuing annually thereafter that, with a final payment consisting of the full amount of the principal and accrued interest remaining due and payable on June 10, 2019, which may be greater if payments are not made as scheduled. The Second Note further provides for reasonable attorney's fees not in excess of 25% of the unpaid debt if placed in the hands of an attorney for collection, and for other costs.

5.

The terms of the Second Note were modified, pursuant to following described *Modification, Extension, Change in Terms Agreements*, copies of which, certified in accordance with La. R.S. 13:3733.1, are attached hereto, *in globo*, as Exhibit "P-4":

1. Effective June 12, 2017, the payment due for June 10, 2017, was modified to \$20,000.00, with the remaining annual payments remain at \$35,602.03;
2. Effective June 28, 2018, the payment due for June 10, 2018, was modified to interest only, with the remaining annual payments remain at \$35,602.03;
3. Effective June 10, 2019, the maturity date was extended to June 10, 2021, and the payment schedule was modified to "Interest will be repayable in 1 annual installment payment, along with an annual irregular principal payment in the amount of \$30,000.00, commencing on June 10, 2020, and one (1) final payment consisting of the full amount of the principal and all accrued interest remaining due and payable on June 10, 2021";
4. Effective June 10, 2020, the payment schedule was modified to "Borrower will be paying the interest due, along with a principal reduction payment of \$10,000.00 instead of the regular annual payment of \$30,000.00";
5. Effective June 04, 2021, the maturity date was extended to September 10, 2021, and interest due at signing;
6. Effective September 10, 2021, the maturity date was extended to September 10, 2026, the interest rate was modified to a variable rate with the initial rate of 5.2500% and the payment schedule was modified to "Principal and interest are repayable in 59 equal installments payments, in the amount of \$1,000.00 commencing on October 10, 2021 and continuing monthly thereafter, and one (1) final payment consisting of the full amount of the principal and all accrued interest remaining due and payable on September 10, 2026";

6.

The First and Second Note are secured by:

- 1) a certain *Commercial Security Agreement* (the "First Security Agreement"), a copy of

which, certified in accordance with La. R.S. 13:3733.1, is attached hereto as Exhibit "P-5", wherein the Waskom Brown granted a security interest in, *inter alia*, the following:

"All debtor's inventory of every kind, type or description, whether now owned or hereafter acquired, including returned or repossessed goods, and any chattel paper or accounts arising from the sale or lease of inventory. All debtor's equipment, whether now owned or hereafter acquired, including any and all accessories, attachments. Parts and replacements thereto. All debtor's fixtures of every kind, type or description, whether now owned or hereafter acquired, including returned or repossessed goods, and any chattel paper or accounts arising from the sale or lease of inventory. Fixtures are to be filed of record. This account is in the real estate records of the register's office of Natchitoches County. These goods are affixed (or will be affixed) to real property more specifically described as All deposit accounts of Grantor with Lender, and any other right Grantor has to receive money from Lender except 1. IRA pension and other tax deferred deposit accounts, 2. Trustee, succession, and other similar fiduciary or representative deposit accounts, and 3. Deposit accounts in which the Truth In Lending Act and Regulation Z prohibit the taking of a security interest" (the "First Collateral");

2) a certain *Commercial Security Agreement* (the "Second Security Agreement"), a copy of which, certified in accordance with La. R.S. 13:3733.1, is attached hereto as Exhibit "P-6", wherein the Waskom Brown granted a security interest in, *inter alia*, the following movable equipment:

"One (1) new and all parts, attachments, accessories, repairs, improvements, and accessions now or hereafter affixed thereto. All debtor's equipment, whether now owned or hereafter acquired, including any and all accessories, attachments, parts and replacements thereto. All debtor's accounts, whether now existing or hereafter arising or acquired, whether or not earned by performance; all chattel paper owned by Debtor arising from conversion of accounts, and all accounts hereafter acquired by Debtor, as well as returned or repossessed goods. All debtor's fixtures of every kind, type or description, whether now owned or hereafter acquired, including returned or repossessed goods, and any chattel paper or accounts arising from the sale or lease of inventory. Fixtures are to be filed of record. This account is in the real estate records of the register's office of Natchitoches County. These goods are affixed (or will be affixed) to real property more specifically described as All deposit accounts of Grantor with Lender, and any other right Grantor has to receive money from Lender except 1. IRA pension and other tax deferred deposit accounts, 2. Trustee, succession, and other similar fiduciary or representative deposit accounts, and 3. Deposit accounts in which the Truth In Lending Act and Regulation Z prohibit the taking of a security interest" the ("Second Collateral")

(collectively hereinafter, the First Collateral and the Second Collateral referred to as the "Bank's Collateral").

7.

A security interest in the Collateral was duly perfected by the Petitioner, which perfection is evidenced by *Confirmations of Filing* provided by the Louisiana Secretary of State, Office of Uniform Commercial Code/General Registry and *UCC Financing Statements* stamped filed under Original File Nos. 35-303450 and 35-303586, copies of which are attached hereto, *in globo*, as Exhibit "P-7".

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8.

In the Security Agreement, Waskom Brown: [i] confessed judgment on any obligations thereby secured, [ii] in the event of default, consented to foreclosure of the Collateral by executory process, [iii] waived demand for payment, [iv] waived notice of seizure, and [v] waived benefit of appraisal.

9.

Pursuant to certain *Commercial Guaranties* dated June 10, 2010, true and correct copies of which, certified in accordance with La. R.S. 13:3733.1, is attached hereto as Exhibit "P-8", David A. Waskom and Lesh Nettles Brown guaranteed, absolutely and unconditionally, any indebtedness of Waskom, Brown & Associated, L.L.C. to BOM.

10.

The Notes provide for acceleration of all payments to come due thereon, *inter alia*, in the event the Defendants should default in any one payment, which, notwithstanding amicable demand, the Defendants have done and failed to timely cure. Accordingly, as of November 8, 2024, the Petitioner has elected to declare the maturity of all sums due and to come due under the Notes, and as of the last stated date, after application of all payments and credits, the Defendants are indebted unto the Petitioner on the Notes as follows, to-wit:

First Note

Principal:	\$ 184,188.75
Interest:	\$ 3,497.29
<u>Unpaid Late Charges:</u>	<u>\$ 264.20</u>
Total Due	\$ 187,950.24

plus total *per diem* interest accrual thereon after November 8, 2024, of \$61.5645 per day (calculated at an interest rate of 12.200%), for reasonable attorney's fees and for all costs (the "Bank's First Claim"); and

Second Note:

Principal:	\$ 24,546.52
Interest:	\$ 46.91
<u>Unpaid Late Charges:</u>	<u>\$ 150.00</u>
Total Due	\$ 24,743.43

plus total *per diem* interest accrual thereon after November 8, 2024, of \$6.5569 per day (calculated at an interest rate of 9.75000%), for reasonable attorney's fees and for all costs (the "Bank's Second Claim").

11.

The historical variances in the interest rate on the First Note and the Second Note are set forth in the attached Exhibit "P-9".

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12.

In the Security Agreement, the Waskom Brown consented, in accordance with the provisions of La. R.S. 9:5136, *et seq.*, to Petitioner appointing a Keeper of and for the Collateral. Petitioner hereby exercises its rights in this regard, and appoints and designates Waskom, Brown & Associates, L.L.C. as Keeper of the Collateral.

13.

Petitioner is familiar with the provisions of the Soldiers' and Sailors' Relief Act of 1940 (50 App., Civil Relief Act of 1940) and the Servicemembers Civil Relief Act, and based on an examination of the file maintained by Petitioner related to the defendants, David A. Waskom and Lesh Nettles Brown, and on information and belief, the David A. Waskom and Lesh Nettles Brown are not in the military service of the United States and are not entitled to the protection of the Soldiers' and Sailors' Relief Act of 1940 (50 App., Civil Relief Act of 1940) and amendments thereto. True and correct copies of the *Status Report Pursuant to Servicemembers Relief Act* related to David A. Waskom and Lesh Nettles Brown are attached hereto, *in globo*, as Exhibit "P-10".

WHEREFORE, Petitioner prays that:

- a) its appointment of Waskom, Brown & Associates, L.L.C. as Keeper of the Collateral be ratified, confirmed and approved;
- b) a writ of seizure and sale be issued forthwith, directing the Sheriff of Natchitoches Parish, Louisiana, to seize and sell the Collateral, without benefit of appraisal, and according to law, to satisfy the Bank's First Claim and Second Claim as describe in paragraph 10 in this Petition.

McCOY ROBERTS & BEGNAUD, LTD.
(A Law Corporation)
300 St. Denis Street (71457)
P.O. Box 1369
Natchitoches, LA 71458-1369
Telephone: (318) 352-6495
mbegnaud@mrbfirm.com

By: 

Mark A. Begnaud, #22197
Attorneys for Petitioner

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PLEASE SERVE:

1) Waskom, Brown & Associates, L.L.C.
through PERSONAL SERVICE on its Registered Agent,
David A. Waskom
816 University Drive, Suite A
Natchitoches, Louisiana 71457;

2) David A. Waskom
115 Watson Drive
Natchitoches, Louisiana 71457; and

3) Lesh Nettles Brown
109 Kaffie Drive
Natchitoches, Louisiana 71457.

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DAVID STAMEY
CLERK OF COURT

2025 JAN 27 P 3 03

NUMBER 95302-A

BOM BANK

versus

WASKOM, BROWN &
ASSOCIATES, L.L.C., DAVID A.
WASKOM and LESH NETTLES BROWN

NATCHITOCHE PARISH, L
10TH JUDICIAL DISTRICT COURT

NATCHITOCHE PARISH, LOUISIANA

AFFIDAVIT

STATE OF LOUISIANA)
PARISH OF NATCHITOCHE)

BEFORE ME, the undersigned Notary Public, personally came and appeared:

KEITH MILLER

who, first being duly sworn deposed and said upon his oath and knowledge that:

He is a Senior Vice President and Chief Credit Officer of BOM Bank, the Petitioner in the above and foregoing *Petition for Foreclosure by Executory Process (with Benefit of Appraisal) and for Appointment of Keeper*, and, in such capacity he is familiar with the note(s), security documentation and account(s) of the defendants, **Waskom, Brown & Associates, L.L.C., David A. Waskom and Lesh Nettles Brown**. He has read the allegations of the above and foregoing Petition, and all factual statements therein contained are true and correct to the best of his information, knowledge and belief.

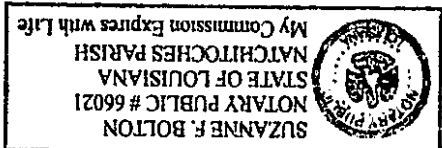
Keith Miller

Name: Keith Miller
Title: Senior Vice President/CCO

SWORN TO AND SUBSCRIBED

before me, Notary, this 11th day of January, 2025, at Natchitoches, Louisiana.

Suzanne F Bolton
Notary Public



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BOM BANK

* NUMBER 95302-A

versus

* 10TH JUDICIAL DISTRICT COURT

WASKOM, BROWN &
ASSOCIATES, L.L.C. , DAVID A.

* NATCHITOCHEES PARISH, LOUISIANA

WASKOM and LESH NETTLES BROWN

*

ORDER

Considering the allegations of the above and foregoing verified *Petition for Foreclosure by Executory Process (without Benefit of Appraisal) and for Appointment of Keeper*,

IT IS ORDERED that:

A) The appointment of **Waskom, Brown & Associates, L.L.C.** as Keeper of the Collateral described herein is ratified, confirmed and approved, and **Waskom, Brown & Associates, L.L.C.** is ordered to manage and preserve encumbered property in accordance with the provisions of La. R.S. 9:5136, *et seq.*, pending further orders from this Court;

B) A writ of seizure and sale be issued forthwith, directing the Sheriff of Natchitoches Parish, Louisiana, to seize and sell the Collateral, without benefit of appraisal, and according to law, to satisfy the Bank's First Claim and Second Claim as described in paragraph 10 of the Petition filed herein.

Natchitoches Parish, Louisiana, this 30 day of January, 2025.

Desiree Duhon Olyea
DISTRICT JUDGE

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DAVID STAMEY
CLERK OF COURT
2025 JAN 27 P 3:03
BY: GLE
NATCHITOCHEES PARISH, LA

Exhibit "P-1"

Promissory Note (the "First Note")

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

CITY OF NATCHITOCHEs

I, KEITH MILLER, a representative of **BOM BANK** (the Financial Institution or assignee) do hereby certify the following:

(a) The document(s) attached to this certificate, consisting of two (2) pages, are true and correct reproduction(s) of the original thereof, being a reproduction made from the records maintained by the Financial Institution or assignee in the course of its business activities and made in accordance with the provisions of R.S. 13:3733.1.

(b) If the document(s) attached to this certificate is an obligation sought to be enforced, including a promissory note, the Financial Institution or assignee does certify that it is a person or entity entitled to enforce the obligation evidenced by the document attached to this certificate.



Name: Keith Miller
Title: Senior Vice President and CCO
Address: 860 Washington Street
Natchitoches, LA 71457