

Fill in this information to identify the case:

Debtor 1 John Q. Hammons Fall 2006, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Kansas

Case number 16-21142

Official Form 410

Proof of Claim This Claim pertains to debtor The Revocable Trust of John Q. Hammons dated 12/28/89 case #16-21140 04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Estate of Juanita K. Hammons Estate # 1431-PR00899</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>Lee J. Viorel</u> <small>Name</small> <u>901 St. Louis Street 20th Floor</u> <small>Number Street</small> <u>Springfield</u> <u>MO</u> <u>65806</u> <small>City State ZIP Code</small> Contact phone <u>417-866-7777</u> Contact email <u>lviorel@lowtherjohnson.com</u>	Where should payments to the creditor be sent? (if different) <u>Jacqueline Dowdy</u> <small>Name</small> <u>300 John Q. Hammons Parkway, Suite 9000</u> <small>Number Street</small> <u>Springfield</u> <u>MO</u> <u>65806</u> <small>City State ZIP Code</small> Contact phone <u>417-864-4300</u> Contact email _____	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 2,468,846.25. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Indemnification for guaranty of Morton Comm. Bank see attached
This claim pertains to debtor The Revocable Trust of John Q. Hammons dated 12/28/89 case #16-21140

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ 2,468,846.25 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

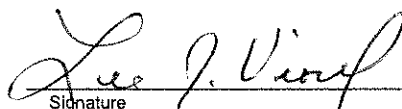
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/20/2016
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Lee J. Viorel

First name

Middle name

Last name

Title Attorney

Company Lowther Johnson Attorneys at Law

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 901 St. Louis Street 20th Floor

Number Street

Springfield

City

MO

State

65806

ZIP Code

Contact phone 417-866-7777

Email lvirel@lowtherjohnson.com

Exhibit "A"

This claim is a contingent and unliquidated claim for indemnification and contribution based upon the personal guaranty by Juanita K. Hammons of the debts of debtor The Revocable Trust of John Q. Hammons dated December 28, 1989 in case # 16-21140 to the Morton Community Bank for \$2,468,846.25. Morton community Bank has filed a claim against the Juanita K. Hammon's estate for said amounts.

This claim is filed in the jointly administered case with respect to debtor The Revocable Trust of John Q. Hammons dated December 28, 1989 case # 16-21140.

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSOURI
PROBATE DIVISION

In Re the Matter of the Estate of
JUANITA K. HAMMONS,
Deceased.

No. 1431-PR00899

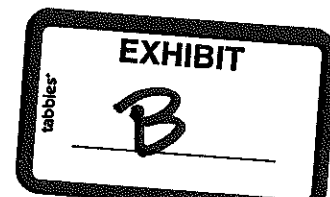
FILED
APR 17 2015

CLAIM AGAINST ESTATE

DEBBY MAYES EDGAR
PROBATE CLERK GREENE COUNTY

James Mamer, being duly sworn, on oath says that:

1. The Claimant, Morton Community Bank (the "Bank") is an Illinois Banking Corporation doing business in Illinois at 201 Clock Tower Drive, East Peoria, Illinois 61611.
2. I am the President of the Bank and I am duly authorized to make this Affidavit on the Claimant's behalf and to proceed in this matter.
3. I have personal knowledge of the matters set forth herein and if sworn as a witness in the trial of this case, I can competently testify to the matters set forth herein.
4. In the ordinary course of business, the Bank keeps a collateral file on all loan documents made to the Bank or assigned to the Bank. Contained within this collateral file are the original signed instruments and other documents related to each loan. All collateral files are kept in a secure location within the control and custody of the Bank. The Bank uses generally accepted methods within the banking industry to secure its collateral files.
5. In preparation of this Affidavit, I have reviewed all of the Bank's business records, including its electronic records, as they relate to the transactions concerning the Bank's Note, and the Guarantee from Juanita K. Hammons.
6. The exhibit attached to this Claim is a true and correct copy of the original document in the possession of the Bank.
7. The Decedent, Juanita K. Hammons, made and delivered a Guarantee dated October 24, 2007, to the Bank to guarantee the indebtedness of the Borrower, John Q. Hammons, Trustee of the John Q. Hammons Revocable Trust created pursuant to Trust Agreement dated December 28, 1989. A copy of this Guarantee is attached as Exhibit "A".
8. In consideration for the Guarantee, the Bank made a loan to the Borrower represented by a Promissory Note ("Note") dated on or about October 12, 2007, in the original principal amount of \$3,000,000.
9. The sum of Two Million Four Hundred Sixty-eight Thousand Eight Hundred Forty-six and 25/100 Dollars (\$2,468,846.25) (as of April 10, 2015), both principal and interest, is due the Bank from the Estate of Juanita K. Hammons as allowed under the Guarantee, Note, and Loan Papers as defined therein.



10. To the best of my knowledge and belief, the Claimant has given credit to such Estate for all payments and offsets to which it is entitled and that the balance claimed as above stated is justly due.
11. That if sworn as a witness at a hearing on this Claim I can competently testify to the above.

THE STATEMENTS AND REPRESENTATIONS IN THIS DOCUMENT ARE MADE UNDER OATH AND ARE TRUE AND CORRECT TO MY BEST KNOWLEDGE AND BELIEF. I UNDERSTAND THEY ARE MADE SUBJECT TO THE PENALTIES OF MAKING A FALSE AFFIDAVIT OR DECLARATION.

MORTON COMMUNITY BANK

By: _____

James Mamer
James Mamer
Its President

201 Clock Tower Drive

East Peoria, Illinois 61611
Address

(309) 407-3900

Phone Number

(309) 407-3858

Fax Number

FILED
APR 17 2015

DEBBY MAYES EDGAR
PROBATE CLERK GREENE COUNTY

Subscribed and sworn to before me this 19th day of March, 2015.

Amy M. Brown

Amy M. Brown

"OFFICIAL SEAL"
AMY M. BROWN
Notary Public, State of Illinois
My Commission Expires 12/31/2016

GUARANTY - JUANITA K. HAMMONS

WHEREAS, concurrently with the delivery of this Guarantee ("*Guarantee*") John Q. Hammons, Trustee of the JOHN Q. HAMMONS REVOCABLE TRUST created pursuant to Trust Agreement dated December 28, 1989 (referred to as "*Borrower*") and MORTON COMMUNITY BANK (herein sometimes referred to as "*MCB*", "*Lender*", or "*Creditor*") are entering into a certain Loan Agreement under the terms of which, and for the purposes described therein, Lender is about to make a loan (the "*Loan*") to Borrower in the maximum stated principal amount of THREE MILLION DOLLARS (\$3,000,000.00). In connection with the Loan, Borrower has or will execute a certain Promissory Note or Notes (collectively, the "*Note*"), of even date herewith. The Loan is further evidenced by the Note and Loan Papers (as defined in the Loan Agreement, but including the Note, this Guarantee, Mortgage and Security Agreement, Commercial Security Agreement and Assignment of Contracts, Rents and Leases), dated of even date herewith, executed by Borrower for the benefit of Creditor.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned ("*Guarantor*") hereby guarantees, to Creditor, the prompt performance and payment at maturity, whether by reason of acceleration or otherwise, and at all times thereafter, of the Guaranteed Obligations (as hereinafter defined), this Guarantee being made upon the following terms and conditions:

1. As used herein, the term "Guaranteed Obligations" shall mean: (a) all interest penalties, expenses and fees (the "Interest and Fee Amounts") incurred, related to, or arising out of this Guarantee and the obligations described in clauses (b) and (c) of this Paragraph 1 (specifically including, but not limited to, attorney's fees, court costs, and other related costs and expenses incurred or paid in the negotiation, enforcement, or collection hereof or thereof); (b) the principal amounts, as hereafter described, of, or in connection with, the following obligations: (i) Borrower's obligations under the Note; and (ii) Borrower's obligations (both payment and performance) under the Loan Papers other than the Note; and (c) all amendments, expansions, extensions, modifications, renewals, rearrangements, or restatements of any of the indebtedness or obligations described in clauses (a) and (b) of this Paragraph 1. Any and all sums now or hereafter owed by any party pursuant to the terms of any of the Loan Papers shall be collectively referred to as the "Primary Obligations."

2. If Guarantor becomes liable for any indebtedness owing by Borrower to Creditor, by endorsement or otherwise, other than under this Guarantee, such liability shall not be in any manner impaired or affected hereby, and the rights of Creditor hereunder shall be cumulative of any and all other rights that Creditor may have and that the exercise of any right or remedy hereunder or under any other Loan Paper, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy. Guarantor covenants and agrees that she will not assert any rights arising from payment or other performance hereunder until all of her liability hereunder shall have been discharged in full and all of the Primary Obligations existing at the time of such discharge shall have been paid and performed in full.

3. If a Default occurs, or if the Primary Obligations (or any part thereof) become due, either by the terms of any of the Loan Papers or as the result of the exercise of any power to accelerate, then upon demand (which demand may be given concurrently with demand or notice to Borrower or any other party, at any time liable, either directly or indirectly, for the payment or performance of any of the Primary Obligations, whether now existing or hereafter arising) and without further notice of dishonor,

FILED
APR 17 2015

without any notice having been given to any Guarantor previous to such demand of the acceptance by Creditor of this Guarantee, and without any notice having been given to any Guarantor previous to such demand of the creating or incurring of such Primary Obligations, or without any notice of the occurrence of the event with which notice or passage of time or both could or did become a Default, Guarantor shall pay the amount or perform the Guaranteed Obligations, then due thereon to Creditor. It shall not be necessary for Creditor, in order to enforce such payment or performance (or any part thereof) by Guarantor, first to institute suit or exhaust its remedies against Borrower, other guarantors, or others liable on such Primary Obligations or to enforce its rights against any security which shall ever have been given to secure such Primary Obligations.

4. Guarantor hereby agrees that the Guaranteed Obligations shall not be released, diminished, impaired, reduced, or affected by the occurrence of any one or more of the following events or facts: (a) the taking or accepting of any other security or guaranty for any or all of the Guaranteed Obligations; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing in connection with any or all of the Guaranteed Obligations; (c) any full or partial release of the liability of any Guarantor hereunder, or any release, in whole or in part, of any other party at any time liable (either directly or indirectly) for the payment or performance of any of the Guaranteed Obligations, whether now existing or hereafter occurring; (d) the death, insolvency, bankruptcy, disability, or lack of joint venture, partnership, trust or corporate power of Borrower, any Guarantor or any other party, at any time liable (either directly or indirectly) for the payment or performance of any or all of the Guaranteed Obligations, whether now existing or hereafter occurring; (e) any amendment, expansion, extension, modification, renewal, rearrangement or restatement, of the payment or performance of any or all of the Guaranteed Obligations, either with or without notice to, or consent by, the Guarantor, or any adjustment, indulgence, forbearance, or compromise that may be granted or given by Creditor to Borrower, any Guarantor, or any other party at any time liable (either directly or indirectly) for the payment or performance of any or all of the Guaranteed Obligations, whether now existing or hereafter occurring; (f) any neglect, delay, omission, failure, or refusal of Creditor to take or prosecute any action for the collection or performance of any of the Guaranteed Obligations or to foreclose or take or prosecute any action for the collection or performance of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any instrument or agreement evidencing or securing all or any part of the Guaranteed Obligations; (g) any failure of Creditor to notify any Guarantor of any amendment, assignment, expansion, extension, modification, renewal, rearrangement or restatement of the Guaranteed Obligations or any part thereof, or the release of any security or of any other action taken or refrained from being taken by Creditor against Borrower or any other party, at any time liable (either directly or indirectly) for the payment or performance of any or all of the Guaranteed Obligations, whether now existing or hereafter occurring or any new agreement between Creditor and Borrower or any other party, at any time liable on any part of the Guaranteed Obligations, whether now existing or hereafter occurring, it being understood that Creditor shall not be required to give any Guarantor any notice of any kind under any circumstances whatsoever with respect to or in connection with the Guaranteed Obligations; (h) the unenforceability of all or any part of the Guaranteed Obligations against Borrower or any other party, at any time liable (either directly or indirectly) on any part of the Guaranteed Obligations, whether now existing or hereafter occurring, by reason of the fact that the Guaranteed Obligations exceed the amount permitted by law, the act of creating the Guaranteed Obligations, or any part thereof, is ultra vires, or the individuals, officers, joint venturers, or partners, as the case may be, creating same acted in excess of their individual, partnership, or joint venture authority; (i) any payment by Borrower or any other person, to Creditor, or the performance by Borrower or any other person, for the benefit of Creditor, of any of the Guaranteed Obligations, is held to constitute a preference under bankruptcy or other Debtor Relief Laws (as

hereafter defined) or if for any other reason Creditor is required to refund such payment or pay the amount thereof to someone else; or (j) the fact that Borrower (or the entities or persons, as the case may be, comprising Borrower) has limited or no personal liability with respect to the Guaranteed Obligations.

5. Guarantor represents and warrants to Creditor that the value of the consideration received and to be received by such Guarantor is reasonably worth at least as much as the liability and obligation of such Guarantor hereunder, and such liability and obligation may reasonably be expected to benefit such Guarantor directly or indirectly. Guarantor also represents and warrants to Creditor that the representations and warranties of Borrower made to Creditor under the Loan Papers are true and correct, in all material respects.

6. This Guarantee is for the benefit of Creditor and Creditor's successors, assigns, and loan participants and in the event of an assignment of the Guaranteed Obligations, or any part thereof, the rights and benefits hereunder, to the extent applicable to that portion of the Guaranteed Obligations so assigned, may be transferred with such portion of the Guaranteed Obligations. This Guarantee is binding not only on the Guarantor but on the Guarantor's heirs, executors, administrators, personal representatives, legatees, successors, assigns, transferees, and, if this Guarantee is signed by more than one person, or if there are other Guarantees for the Guaranteed Obligations, then all of the obligations of each Guarantor arising herein shall be jointly and severally binding on each of the undersigned and their respective heirs, executors, administrators, personal representatives, legatees, successors, transferees, and assigns.

7. Guarantor hereby warrants and represents to Creditor, as of the date hereof and throughout the term of this Guarantee, that: (a) except as disclosed in writing to Creditor, net worth statements, financial statements and reports, and other financial data which have heretofore been given to Creditor with respect to such Guarantor fairly and accurately present the financial condition of such Guarantor as of the date thereof and, since the date thereof, there has been no change in such Guarantor's ability to pay or perform the Guaranteed Obligations; (b) except as disclosed in writing to Creditor, there are no legal or arbitration proceedings, material claims or demands pending against, or, to the knowledge of such Guarantor, threatened against such Guarantor or Borrower or any assets or properties of such Guarantor or Borrower which would materially impair such Guarantor's ability to pay or perform the Guaranteed Obligations or its other obligations under any of the other Loan Papers, to the extent applicable; (c) such Guarantor is not in breach or default of any legal requirement applicable to such Guarantor which would impair such Guarantor's ability to pay or perform the Guaranteed Obligations; (d) such Guarantor's execution, delivery, and performance of this Guarantee has been approved by all necessary persons and governmental authorities, and this Guarantee constitutes the valid, binding and legally enforceable obligations of such Guarantor in accordance with the terms of this Guarantee; (e) such Guarantor has power and authority to own, and owns and has good title to the assets purported to be owned by such Guarantor; and (f) such Guarantor has all necessary right, power, and authority to execute and deliver this Guarantee and, to the extent applicable, all other Loan Papers, and to carry out the provisions hereof or thereof.

8. THIS GUARANTY IS EXECUTED AND DELIVERED AS AN INCIDENT TO A LENDING TRANSACTION NEGOTIATED AND PERFORM-ABLE IN THE STATE OF ILLINOIS AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS.

F I L E D
APR 17 2015

3

Guaranty Juanita K. Hammons

DEBBY MAYES EDGAR
PROBATE CLERK GREENE COUNTY

9. Any indebtedness of Borrower or of any other party at any time liable (either directly or indirectly) for the payment or performance of any or all of the Guaranteed Obligations, whether now existing or hereafter occurring, to any Guarantor now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed, and subordinated to the Guaranteed Obligations. Any lien, encumbrance, or charge on any property or assets of Borrower or of any other party at any time liable (either directly or indirectly) for the payment or performance of any or all of the Guaranteed Obligations, whether now existing or hereafter occurring, all rights therein and thereto, and on the revenue and income to be realized therefrom, which any Guarantor may have or obtain as security for any loans, advances, contributions, or costs by any such Guarantor to Borrower or to any such other party, shall be, and such lien or charge hereby is, subordinated to the liens and security interest now or hereafter held by Creditor to secure the Guaranteed Obligations and to all indebtedness of Borrower to Creditor.

10. Guarantor assumes full responsibility for keeping fully informed of the financial condition of Borrower and all other circumstances affecting Borrower's ability to perform its obligations to Creditor, and agrees that Creditor will have no duty to report to Guarantor any information which Creditor receives about Borrower's financial condition or any circumstances bearing on its ability to perform or pay the Guaranteed Obligations.

11. Creditor shall be at liberty, without informing Guarantor and without thereby affecting Creditor's rights against Guarantor hereunder at any time, to determine, enlarge, or vary the Guaranteed Obligations or any creditor to Borrower or vary, exchange, or omit to perfect or release any other securities held or to be held by Creditor for or on account of the Guaranteed Obligations, or any part thereof, to renew bills and promissory notes in any manner and to compound with, give time for payment, to accept compositions from and make any other arrangements with Borrower or any obligations on bills, notes, or other securities held or to be held by Creditor for and on behalf of Borrower, and the rights of Creditor shall not be impaired nor shall Guarantor's liability hereunder be discharged by reason of any other time or indulgence granted by Creditor to Borrower modifying (by operation of law or otherwise) the rights and remedies of Creditor.

12. Guarantor has not taken, and will not take without the written consent of Creditor, any security from Borrower. In the event Guarantor has taken or Guarantor takes any security in contravention of this provision, such Guarantor will hold the same in trust for Creditor as further security for Creditor and will forthwith deposit the same and all documents relating hereto with Creditor and will account to Creditor for all monies at any time received by such Guarantor in respect thereof and, in default of such Guarantor's so doing, the amount for which such Guarantor is liable under this Guarantee, as mentioned above, shall be increased by the amount by which any dividend, in liquidation, bankruptcy, or otherwise, payable by Borrower to Creditor is thereby diminished.

13. This Guarantee shall apply to the ultimate balance owing of the Guaranteed Obligations by Borrower to Creditor and, until the Guaranteed Obligations have been repaid or performed in full, Guarantor shall not be entitled to nor claim to rank as creditor (secured, unsecured, or otherwise) in the liquidation or rearrangement of Borrower in competition (of equal or superior priority) with Creditor or receive claims or have the benefit of any payment, distribution, or security from or on account of Borrower or exercise any right to set-off as against Borrower or claim the benefit of any security or monies held by Creditor or for the account of Creditor, and Creditor shall be entitled to apply such security and monies as Creditor sees fit. If Guarantor receives any such payment, distribution, or security, such Guarantor will hold the same in trust for Creditor until such balance has been paid and

FILED
APR 17 2015

Guaranty Juanita K. Hammons

performed in full; nor, until such balance has been paid and performed in full, shall such Guarantor take any step to enforce any right or claim against Borrower in respect of any monies paid by Guarantor to Creditor hereunder or in connection herewith, or have or exercise any rights as surety or guarantor in competition with Creditor.

14. No assurance, security, or payment which may be avoided under any enactment relating to bankruptcy, receivership, moratorium, or other applicable Debtor Relief Laws (as hereinafter defined) and no release settlement or discharge which may have been given or made on the faith of any such assurance, security, or payment shall prejudice or affect the right of Creditor to recover from and enforce this Guarantee against Guarantor to the full extent of this Guarantee.

15. Any security of Borrower or any other party liable under the terms and provisions of the Loan Papers, now or hereafter held by or for Guarantor, shall be held in trust for Creditor and as security for Guarantor's liability hereunder.

16. All notices and demands provided herein shall be in writing and shall be sent pursuant to the procedures set forth in Section 15.03 of the Loan Agreement. The address for each Guarantor and Creditor shall be as follows:

LENDER: Morton Community Bank
Attn: James Mamer
2400 E. Washington Street
East Peoria, IL 61611

WITH COPY TO: Richard M. Joseph
Miller, Hall & Triggs 1125
Commerce Bank Building
Peoria, IL 61602

GUARANTOR: Juanita K. Hammons
300 John Q. Hammons Parkway, Suite 900
Springfield, Missouri 65806

17. This Guarantee shall not be terminated or affected by any Guarantor's, Borrower's, or any other party's going into liquidation whether voluntary or compulsory and whether for the purpose of reconstruction, rearrangement, composition, or amalgamation or for any other purpose whatsoever.

18. All payments to be made by Guarantor hereunder shall be made in United States dollars at the places at which the Primary Obligations, or any part thereof, are payable by Borrower or otherwise as Creditor may direct without set-off or counterclaim and free and clear of any deduction or withholding whatsoever.

19. Guarantor will give Creditor prompt notice of any action, suit, or proceeding at law or in equity or by or before any arbitration board or governmental instrumentality or other agency which, if adversely determined, would materially and adversely impair the ability of such Guarantor to perform the Guaranteed Obligations or its other obligations under any document, instrument, or agreement executed or delivered in connection herewith or related hereto or would materially and adversely affect the business, financial condition, or property of Guarantor taken as a whole.

F I L E D
APR 17 2015

5

Guaranty Juanita K. Hammons

DEBBY MAYES EDGAR
PROBATE CLERK GREENE COUNTY

20. Should Guarantor (which Guarantor is not substituted within ninety (90) days after any of the following events with another guarantor of comparable or better net worth, as determined in Creditor's sole and absolute discretion) die, become insolvent, or fail to pay its debts generally as such debts become due, or voluntarily seek, consent to, or acquiesce in the benefit (or benefits) of the Federal Bankruptcy Code, together with all amendments and revisions thereto (the "Bankruptcy Code"), or any other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief law from time to time in effect affecting the rights to creditors generally (herein collectively called "Debtor Relief Laws"), or become a party to (or be made the subject of) any proceeding provided for by any Debtor Relief Law (other than as a creditor or claimant) that could suspend or otherwise materially adversely affect the rights of Creditor granted hereunder, then, in any such event, the Guaranteed Obligations shall be, as between such Guarantor and Creditor, fully matured, due, payable and/or performable obligations of such Guarantor to Creditor (without regard to whether Borrower is then in default under the Loan Papers or whether the Primary Obligations or any part thereof, are then due, owing, or performable by Borrower), payable and/or performable in full by such Guarantor to Creditor upon demand, which, for purposes of Section 502(c) of the Bankruptcy Code, shall be the estimated amount owing in respect of the contingent claim created under this Guarantee.

21. Guarantor hereby waives any rights of subrogation, indemnification, reimbursement, recoupment, restitution and contribution he may now or hereafter have against Borrower. Guarantor hereby further agrees that his liability to Creditor hereunder extends to any and all payments made by Borrower to Creditor which are subsequently recovered by a trustee (or any other party) in any bankruptcy proceedings of Borrower or any proceedings under other Debtor Relief Laws which may affect Borrower's or Guarantor's liability hereunder.

22. This Guarantee may be executed in multiple counterparts by one or more (if more than one) Guarantors which collectively shall constitute one agreement. But in making proof of this Guarantee against a Guarantor, it shall only be necessary to produce or account for the counterpart executed by such Guarantor. Guarantor hereunder acknowledges that his liability, indebtedness and obligations under this Guarantee is joint and several with any other guarantors of the Loan.

23. Guarantor agrees that although this Guarantee and all other Loan Papers name and are given to Lender, Lender is authorized to sell participating interests in the Loan to other financial institutions and Guarantor agrees that, subject to the terms of the agreements of participation, each holder of a participating interest will be entitled to rely on the terms of the Guarantee as if such holder had been named as an original party herein.

EXECUTED as of this 24th day of OCTOBER, 2007.

GUARANTOR:

Juanita K. Hammons
JUANITA K. HAMMONS

FILED
APR 17 2015

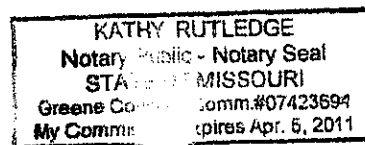
DEBBY MAYES EDGAR
PROBATE CLERK GREENE COUNTY

STATE OF MISSOURI) SS.
COUNTY OF GREENE)

On this 24th day of OCTOBER in the year 2007, before me personally appeared JUANITA K. HAMMONS, to me known to be the person described in the foregoing instrument and who executed the same and acknowledged to me that she executed the foregoing instrument as her free and voluntary act.



Notary Public



FILED
APR 17 2015

DEBBY MAYES EDGAR
PROBATE CLERK GREENE COUNTY

PROMISSORY NOTE

\$3,000,000

Tazewell County, Illinois

October 12, 2007

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of MORTON COMMUNITY BANK, or any other holder hereof called ("Lender") the principal sum of THREE MILLION DOLLARS (\$3,000,000), or so much thereof as may be advanced on the terms and conditions hereinafter set forth, together with interest, as hereinafter provided for, on the unpaid principal balance until paid in full, on or before July 1, 2017, (the "Maturity Date"), at its offices located at 2400 E. Washington Street, East Peoria, Illinois 61611, or such other place as Lender may from time to time hereinafter designate in lawful money of the United States of America.

1. Master Loan Agreement. This promissory note is executed and delivered pursuant to, and evidences the indebtedness of Maker to Lender under, that certain Master Loan Agreement (the "Loan Agreement") dated of even date herewith, between Maker and Lender. All terms used in this note with their initial letter capitalized shall have the same defined term given them in the Loan Agreement, unless otherwise defined herein. The Loan Agreement by this reference is hereby fully incorporated in this note as if it were set forth verbatim herein. This note is also secured by, among other instruments, that certain Mortgage and Security Agreement encumbering the Property, all related improvements and other Collateral, the Assignment of Contracts, Rents and Leases, and the Collateral Assignment of Construction Contract and Permits, all dated of even date herewith.

2. Computation of Interest. In addition to the principal amount of this note, Maker also agrees to pay interest, from the date hereof, on the principal amount hereof, as follows:

a. a. During the 25 Year Amortization Loan, on each Adjustment Date, Lender shall adjust the rate of interest payable in connection with this Note to an interest rate equal to 285 basis points over the five year Treasury Index ("25 Year Amortization Loan Interest Rate"). "Adjustment Date" means August 1, 2007 and every fifth anniversary thereafter.

b. From and after the Maturity Date and, notwithstanding the foregoing, from and after any default under the Loan Documents which is not cured within any expressly established cure period, interest on the outstanding principal balance of the Loan will accrue at the rate (the "Default Rate") which is equal to the sum of the rate of interest which would otherwise have been in effect from time to time after such event and 6% (600 basis points).

3. Payments of Principal and Interest. Principal and interest on the 25 Year Amortization Loan (defined as the period from the date of this Note to the Maturity Date) will be payable in monthly installments based upon a hypothetical 25 year amortization (the "25 Year Amortization Period"), payable in arrears, on the first day of the first month following the closing date and on the first day of each month thereafter until and including July 1, 2017. The monthly installment payments for principal and interest will be computed by amortizing the

1

FILED
APR 17 2015

Promissory Note

outstanding principal balance of the Loan actually disbursed and outstanding from time to time at the 25 Year Amortization Loan Interest Rate over the 25 Year Amortization Period. The final monthly installment will be paid in an amount equal to the entire unpaid balance of principal and accrued interest. Interest will be calculated on the basis of 30-day months and a 360-day year. All payments will be applied, in the order and as determined by Lender, to late charges, if any, to the repayment of advances by Lender for the benefit of Borrower under the Loan Documents, to replenish any deficiency in required tax escrow accounts, to interest on the unpaid principal balance of the Loan at the rate specified in this Promissory Note and to principal.

In the event the rate index set forth above is no longer available, Lender may choose a new index which is based upon comparable information and provide Maker notice of same. Interest due hereunder shall be payable in arrears in accordance with Paragraph 5 herein. Notwithstanding the foregoing, after the occurrence of an event of default (as provided for in Paragraph 7 herein) the principal amount of this note may, at the election of the Lender, immediately commence to bear interest at the Default Rate.

4. Interest after Maturity. All past due principal and interest shall bear interest from the date such payment of principal and interest was due until paid at a rate per annum which, from day to day, shall be equal to the lesser of (i) the Maximum Legal Rate or (ii) the Default Rate.

5. Maximum Legal Rate. The term "Maximum Legal Rate", as used herein shall mean, with respect to Lender, the maximum nonusurious interest rate, if any, that at any time, or from time to time, may be contracted for, taken, reserved, charged, or received on the Loan evidenced by this note and the Loan Papers, under the laws, which are presently in effect, of the United States and the State of Illinois applicable to such Lender and such Loan, or, to the extent permitted by law, under such applicable laws of the United States (including, without limitation, any federal usury ceiling or other federal law preempting state usury laws which, from time to time, is applicable to the Loan evidenced by this note) and the State of Illinois which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow.

6. Payment on Business Days. If any payment to be made on this note shall become due on a day other than a Business Day, such payment may be made on the next succeeding Business Day, without penalty or Late Charge, but shall otherwise include accrued interest for any such day preceding said Business Day.

7. Default. The failure to pay, in full, any payment required under this note (whether principal or interest or both), or the occurrence of any default, breach, or event of default (however such terms may or may not be defined) under the Mortgage and Security Agreement, Loan Agreement, or any other of the Loan Papers (subject to any applicable grace and/or notice and cure periods therein) and, in each case, the continuance thereof after applicable grace periods shall be an event of default hereunder, and Lender may, at its option, exercise any or all of the rights, powers, and remedies afforded under the Loan Agreement and any of the Loan Papers, and by Law, including, without limitation, the right to declare the unpaid principal balance of this note, together with all accrued, but unpaid, interest on such principal balance, computed in accordance with the terms hereof, immediately due and payable, without demand or notice

(which notice and demand are hereby expressly waived), and to offset against the amounts then owing on this note, any sum or sums deposited by Maker with Lender, including all sums deposited with Lender pursuant to the Loan Agreement, or otherwise owed to Maker by such Lender. Any Default (as that term is defined in the Loan Agreement) shall automatically (without the giving of additional notice) be an event of default under this note.

8. No Waiver by Lender. The failure by Lender to exercise any of the foregoing rights, powers, or remedies upon the occurrence of one or more of the foregoing defaults or events of default shall not constitute a waiver of the right to execute the same or any other right, power, or remedy at any subsequent time in respect to the same event of default or any other event of default. The acceptance by Lender of any payment hereunder which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights, powers, or remedies at that time, or any subsequent time, or nullify any prior exercise of any such right, power or remedy without the written consent of Lender, except as and to the extent otherwise permitted by applicable law.

9. Waiver by Maker and Others. Maker and all other parties now or hereafter liable for the payment of this note, whether as endorser, guarantor, surety, or otherwise, jointly and severally waive (to the extent permitted by law) all applicable exemption rights, whether under the Illinois Constitution, homestead laws, or otherwise, and also jointly and severally waive valuation and appraisal, demand, notice of demand, presentment, notice of dishonor, diligence in collection or enforcement, grace, notice and protest, and notice of intent to accelerate the maturity hereof (and notice of such acceleration), and consent to all renewals, extensions, releases, restatements, rearrangements, or substitutions of security, in whole or in part, with or without notice, before or after maturity hereof and to all partial payments on this note, whether before or after maturity.

10. Collection Expenses. If this note is not paid when due, whether at maturity or by acceleration, or if it is collected through a bankruptcy, probate, or other court, whether before or after maturity, Maker agrees to pay all costs of collection, including, without limitation, reasonable attorneys' fees, investigation costs, and all court costs incurred by Lender.

11. Prepayment. During the loan term, prepayment of the Loan will be permitted in whole and without premium if the Loan is refinanced through Lender in an amount not less than the then outstanding principal balance or payment occurs after April 1, 2013. Otherwise, prepayment shall be permitted, in whole or in part, only with a premium of one percent (1%) of the amount of the prepayment. Any prepayment will be made on or after 15 days' prior written notice, and a partial prepayment will not suspend required payments.

12. Controlling Agreement. All agreements between Maker and Lender, whether now existing or hereafter arising, and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity hereof or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, or detention of the money to be lent hereunder or otherwise exceed the Maximum Legal Rate. If fulfillment of any provision of this note or of any of the Loan Papers at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law (including the laws of the United States and the State of Illinois), then ipso, facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if Lender shall

FILED
APR 17 2015

3

Promissory Note

ever receive anything of value which is deemed to be interest under applicable law which would exceed interest at the Maximum Legal Rate, an amount equal to any such excessive interest which exceeds the unpaid balance of principal hereof shall be refunded to Maker. This Paragraph 12 shall control all agreements between Maker and Lender. If any provision of this note, or the application thereof to any party or circumstance, is held to be invalid, the remainder of this note, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this note being severable in any such instance.

13. Successor and Assigns. This note and all the covenants, promises, and agreements contained herein shall be binding upon, and inure to the benefit of, the respective legal and personal representatives, devisees, heirs, successors, and assigns of Maker and Lender.

14. Loan Papers. This note is: (a) issued pursuant to the Loan Agreement for the financing of the Facility and the Property; (b) secured by the Mortgage and Security Agreement, and an Assignment of Contracts, Rents and Leases, encumbering the Facility and the Property; and (c) further evidenced and secured by the other Loan Papers. The Loan Papers contain provisions for the acceleration of the maturity of this note upon the happening of certain events therein described.

15. Records of Payments. The records of Lender shall be prima facie evidence of the amount owing on this note.

16. Captions, Headings, and Arrangements. The captions, headings, and arrangements used in this note are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions herein.

17. GOVERNING LAW. EXCEPT WHERE FEDERAL LAW IS APPLICABLE (INCLUDING, WITHOUT LIMITATION, ANY FEDERAL USURY CEILING OR OTHER FEDERAL LAW PREEMPTING STATE USURY LAWS WHICH, FROM TIME TO TIME, IS APPLICABLE TO THE LOAN EVIDENCING HEREBY), THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF ILLINOIS, AND MAKER'S OBLIGATIONS UNDER THIS NOTE AND THE LOAN PAPERS SHALL BE PERFORMANCE IN TAZEWELL COUNTY, ILLINOIS (UNLESS THE LENDER DESIGNATES ANOTHER PLACE FOR SUCH PERFORMANCE).

18. Notices. All notices specified or required hereunder shall be provided in the manner specified in the Loan Agreement.

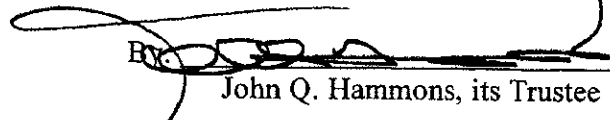
19. Invalid Provisions. If any provision of this Note is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; the remaining provisions of this Note shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provision hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Note a provision as may be possible and be legal, valid and enforceable and which is agreed to by Maker and Lender.

20. Default Rate of Interest, Late Charge. Maker acknowledges and agrees that, after the failure to timely make a payment due under this note, Lender has the right to collect Default Rate interest in accordance with Paragraph 2 herein. "Default Rate" shall be as defined in the Loan Agreement. If any payment due under this note is fifteen (15) or more calendar days late (other than a payment due on the Maturity Date of this note), Lender has the right to charge and collect from Maker a Late Charge (herein so called) equal to five percent (5 %) of such late payment.

EXECUTED as of the day and year first herein set forth.

Maker:

JOHN Q. HAMMONS REVOCABLE TRUST,
pursuant to Trust Agreement dated December 28,
1989


John Q. Hammons, its Trustee

FILED
APR 17 2015

DEBBY MAYES EDGAR
PROBATE CLERK GREENE COUNTY

5

Promissory Note

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger

Chapter: 11

Office: Kansas City

Last Date to file claims: 12/23/2016

Trustee:

Last Date to file (Govt):

Creditor: (8630003)
Estate of Juanita K. Hammons
Estate # 1431-PR00899
c/o Jacqueline Dowdy
300 John Q. Hammons Parkway,
Suite 9000
Springfield, MO 65806

Claim No: 442
Original Filed
Date: 12/21/2016
Original Entered
Date: 12/21/2016

Status:
Filed by: CR
Entered by: Lee J Viorel
Modified:

Amount claimed: \$2468846.25

History:

[Details](#) [442-1](#) 12/21/2016 Claim #442 filed by Estate of Juanita K. Hammons Estate # 1431-PR00899, Amount claimed: \$2468846.25 (Viorel, Lee)

Description: (442-1) Indemnification for guaranty of Morton Community Bank

Remarks: (442-1) This claim pertains to debtor The Revocable Trust of John Q. Hammons dated 12/28/89 case #16-21140

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC

Case Number: 16-21142

Chapter: 11

Date Filed: 06/26/2016

Total Number Of Claims: 1

Total Amount Claimed*	\$2468846.25
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		