

Fill in this information to identify the case:

Debtor 1 Revocable Trust of John Q. Hammons dated 12/28/1989

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Kansas

Case number 16-21140

Official Form 410

Proof of Claim

12/15

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? Simmons Bank
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Simmons First National Bank; Metropolitan National Bank

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Kennedy Berkley c/o John Thompson</u> Name <u>5350 College Blvd</u> Number Street <u>Overland Park KS 66211</u> City State ZIP Code Contact phone <u>913-214-1884</u> Contact email <u>jthompson@kenberk.com</u>	<u>Simmons Bank</u> Name <u>501 Main Street, PO Box 7009</u> Number Street <u>Pine Bluff AR 71601</u> City State ZIP Code Contact phone _____ Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed? No
 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? No
 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 7 3 9

7. How much is the claim? \$ 268,556.22. 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.
Money Loaned

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: Mortgage
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: \$ unknown
Amount of the claim that is secured: \$ unknown
Amount of the claim that is unsecured: \$ unknown (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: \$ 0.00
Annual Interest Rate (when case was filed) 4.79 %
 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 all that apply:

Amount entitled to priority

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

\$ _____

Up to \$2,775* 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 \$12,475*) 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 4/01/16 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 11/15/2016
MM / DD / YYYY

s/ John F. Thompson, II.
Signature

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

Name John F. Thompson, II
First name Middle name Last name

Title Attorney

Company Kennedy Berkley Yarnevich & Williamson, Chartered
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5350 College Blvd
Number Street
Overland Park KS 66211
City State ZIP Code

Contact phone 913-214-1884 Email jthompson@kenberk.com

EXHIBIT A

Note

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call Coll	Account	Officer	Initials
\$1,360,025.25	10-21-2003	10-21-2008	7739			MLH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: JOHN Q. HAMMONS REVOCABLE TRUST
300 JOHN Q. HAMMONS PARKWAY #900
SPRINGFIELD, MO 65806

Lender: Metropolitan National Bank
Plaza
P.O. Box 8010
Little Rock, AR 72203

Principal Amount: \$1,360,025.25 **Interest Rate:** 6.500% **Date of Note:** October 21, 2003

PROMISE TO PAY. JOHN Q. HAMMONS REVOCABLE TRUST ("Borrower") promises to pay to Metropolitan National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Three Hundred Sixty Thousand Twenty-five & 25/100 Dollars (\$1,360,025.25), together with interest at the rate of 6.500% per annum on the unpaid principal balance from October 21, 2003, until paid in full.

PAYMENT. Borrower will pay this loan on demand. Payment in full is due immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 59 regular payments of \$11,847.38 each and one irregular last payment estimated at \$1,055,261.17. Borrower's first payment is due November 21, 2003, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 21, 2008, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (365 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Metropolitan National Bank, Loan Payment Processing, P.O. Box 8010 Little Rock, AR 72203.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 10.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. However, in all events, such attorneys' fees must be reasonable, must not exceed ten percent (10%) of the amount of the principal due plus accrued interest, and must be for services actually rendered. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Arkansas. This Note has been accepted by Lender in the State of Arkansas.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Pulaski County, State of Arkansas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein, all the terms and conditions of which are hereby incorporated and made a part of this Note: a Mortgage dated October 21, 2003, to Lender on real property located in PULASKI County, State of Arkansas.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Metropolitan National Bank P.O. Box 8010 Little Rock, AR 72203

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or

PROMISSORY NOTE
(Continued)

Loan 7739

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impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

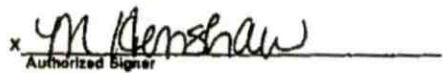
JOHN Q. HAMMONS REVOCABLE TRUST

By: 
JOHN Q. HAMMONS, TRUSTEE of JOHN Q.
HAMMONS REVOCABLE TRUST

By: 
JUANITA HAMMONS, TRUSTEE of JOHN Q.
HAMMONS REVOCABLE TRUST

LENDER:

METROPOLITAN NATIONAL BANK

x 
Authorized Signer

LAMAR PROM Lending, Inc. 8.21 88.882 Corp. (Indiana) Federal Securities, Inc. 1987, 2002. All Rights Reserved. - NE © 1997, 2002 PC 75-13622 PB-17



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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan Note No.	Call / Coll	Account	Officer	Initials
\$1,047,466.94	10-21-2008	10-21-2011	7739			MLH	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.

Borrower: JOHN Q. HAMMONS REVOCABLE TRUST, JOHN Q. HAMMONS and JUANITA HAMMONS
300 JOHN Q HAMMONS PKWY #900
SPRINGFIELD, MO 65806

Lender: Metropolitan National Bank
Central Arkansas
425 W Capitol Ave
Little Rock, AR 72201

Principal Amount: \$1,047,466.94 **Interest Rate:** 6.500% **Date of Agreement:** October 21, 2008

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note dated October 21, 2003 in the loan amount of \$1,360,025.25.

DESCRIPTION OF CHANGE IN TERMS. To extend the maturity date from October 21, 2008 to October 21, 2011.

PROMISE TO PAY. JOHN Q. HAMMONS REVOCABLE TRUST, JOHN Q. HAMMONS and JUANITA HAMMONS ("Borrower") jointly and severally promise to pay to Metropolitan National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Forty-seven Thousand Four Hundred Sixty-six & 94/100 Dollars (\$1,047,466.94), together with interest on the unpaid principal balance from October 21, 2008, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.500% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 36 regular payments of \$11,893.41 each and one irregular last payment estimated at \$812,818.34. Borrower's first payment is due November 21, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 21, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/365 basis; that is, by applying the ratio of the interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT PENALTY. Upon prepayment of this Agreement, Lender is entitled to the following prepayment penalty: The principal sum evidenced hereby may be prepaid in whole or in part during the term of the loan with a prepayment charge equal to 1.50% of the outstanding loan balance.

The prepayment penalty will only be assessed if the source of the proceeds is from refinancing this debt. Proceeds from the sale of property or cash flow will not be subject to the prepayment penalty provisions.

No prepayment charge will be due with payments at maturity. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Metropolitan National Bank, Loan Payment Processing, P.O. Box 8010 Little Rock, AR 72203.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 10.000% of the regularly scheduled payment or \$500.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Agreement will continue to accrue interest at the interest rate under this Agreement.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arkansas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Arkansas.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Pulaski County,

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 7739

Page 2

State of Arkansas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by Mortgage dated October 21, 2003 filed with the Arkansas Pulaski County Circuit Clerk on November 21, 2003 as Filing No. 2003119764.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR NOTE. Loan Number 7739 secured with a Promissory Note dated October 21, 2003 in the loan amount of \$1,360,025.25.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Metropolitan National Bank P.O. Box 8010 Little Rock, AR 72203.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.


PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

JOHN O. HAMMONS REVOCABLE TRUST

By: 
JOHN O. HAMMONS, Trustee of JOHN O.
HAMMONS REVOCABLE TRUST

X 
JOHN O. HAMMONS, Individually

By: 
JUANITA K. HAMMONS, Trustee of JOHN O.
HAMMONS REVOCABLE TRUST

X 
JUANITA K. HAMMONS, Individually

LENDER:

METROPOLITAN NATIONAL BANK

X 
Melissa Henshaw
Authorized Signer



CHANGE IN TERMS AGREEMENT

Table with columns: Principal, Loan Date, Maturity, Loan No, Orig. Coll, Amount, Officer, Initials. Values: \$808,343.54, 10-21-2011, 10-21-2014, 9789, [redacted], [redacted], MLH, [redacted].

Borrower: JOHN Q HAMMONS REVOCABLE TRUST, JOHN Q. HAMMONS and JUANITA K. HAMMONS
Lender: Metropolitan National Bank

Principal Amount: \$808,343.54 Date of Agreement: October 21, 2011

- DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note Dated October 21, 2003 in the original amount of \$1,360,025.25.
DESCRIPTION OF CHANGE IN TERMS. To extend the maturity date from October 21, 2011 to October 21, 2014.
PROMISE TO PAY. JOHN Q HAMMONS REVOCABLE TRUST, JOHN Q. HAMMONS and JUANITA K. HAMMONS ("Borrower") jointly and severally promise to pay to Metropolitan National Bank ("Lender")...
PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand...
INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis...
PREPAYMENT PENALTY. Upon prepayment of this Agreement, Lender is entitled to the following prepayment penalty...
LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 10.000% of the regularly scheduled payment...
INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 12.000% per annum based on a year of 360 days.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- Payment Default. Borrower fails to make any payment when due under the indebtedness.
Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement...
Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement...
False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement...
Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property...
Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method...
Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party...
Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.
Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings...

CHANGE IN TERMS AGREEMENT
(Continued)

Loan

7739

Page 2

addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arkansas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Arkansas.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Pulaski County, State of Arkansas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by Mortgage dated October 21, 2003 filed with the Arkansas Pulaski County Circuit Clerk on November 21, 2003 as Instrument Number 2003119784.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR NOTE. Loan Number 7739 secured with a Promissory Note dated October 21, 2003 in the original amount of \$1,380,025.26.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Metropolitan National Bank P.O. Box 8010 Little Rock, AR 72203.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

JOHN Q HAMMONS REVOCABLE TRUST

By: Jacqueline A Dowdy
JACQUELINE A. DOWDY, Successor Trustee of
JOHN Q HAMMONS REVOCABLE TRUST

X Jacqueline A Dowdy
JOHN Q HAMMONS, Individually By
JACQUELINE A. DOWDY, ATTORNEY IN FACT
UNDER DURABLE POWER OF ATTORNEY FOR
FINANCIAL AND BUSINESS MATTERS DATED
AUGUST 11, 2008

By: John J. Blabach
JOHN J. BLABACH, Successor Trustee of JOHN Q
HAMMONS REVOCABLE TRUST

X Jacqueline A Dowdy
JUANITA K HAMMONS, Individually By
JACQUELINE A. DOWDY, ATTORNEY IN FACT
UNDER DURABLE POWER OF ATTORNEY FOR
LIMITED FINANCIAL MATTERS DATED JANUARY
31, 2000.

LENDER:

METROPOLITAN NATIONAL BANK

X Melissa L Hershaw
Melissa L Hershaw, Senior Vice President



CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$511,688.82	10-21-2014	09-21-2018	7739			***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing ***** has been omitted due to text length limitations.

Borrower: John Q Hammons Revocable Trust
300 S John Q Hammons Pkwy Ste 900
Springfield, MO 65808-2550

Lender: Simmons First National Bank
Little Rock Commercial Loans
425 W Capitol Ave
Little Rock, AR 72201

Principal Amount: \$511,688.82 **Date of Agreement:** October 21, 2014

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note Dated October 21, 2003 in the original amount of \$1,360,025.25.
DESCRIPTION OF CHANGE IN TERMS. To extend maturity date from October 21, 2014 to September 21, 2018 and decrease the interest rate from 8.50% to 4.79% fixed.

PROMISE TO PAY. John Q Hammons Revocable Trust ("Borrower") promises to pay to Simmons First National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Eleven Thousand Six Hundred Eighty-eight & 82/100 Dollars (\$511,688.82), together with interest on the unpaid principal balance from October 21, 2014, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.790%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 48 regular payments of \$12,041.46 each and one irregular last payment estimated at \$8,789.88. Borrower's first payment is due November 21, 2014, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 21, 2018, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to Accrued Interest, Escrow (if applicable), Principal, Late Charges and Other Charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All payments must be made in U.S. dollars and must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after closing on a business day, we will apply your payment to your loan on the following business day. Loan payments received on Saturday will be credited the following business day. Lender will credit Borrower's payment on the next business day.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the rate of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Simmons First National Bank, Attn: Loan Administration, PO Box 7009 Pine Bluff, AR 71611-7009.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 10.000% of the regularly scheduled payment or \$250.00, whichever is less.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased to 12.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- Payment Default.** Borrower fails to make any payment when due under the Indebtedness.
- Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- Default in Favor of Third Parties.** Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Insolvency.** The dissolution or termination of the Trust, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
- Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.
- Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.
- Insecurity.** Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Arkansas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Arkansas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by

CHANGE IN TERMS AGREEMENT
(Continued)

Loan 7739

Page 2

law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Agreement is secured by Mortgage dated October 21, 2003 filed with the Arkansas Pulaski County Circuit Clerk on November 21, 2003 as Instrument Number 2003119764.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR NOTE. Loan Number 7739 secured with a Promissory Note dated October 21, 2003 in the original amount of \$1,360,025.25.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Simmons First National Bank PO Box 7009 Pine Bluff, AR 71611.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waives presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

JOHN Q HAMMONS REVOCABLE TRUST

By: Jacqueline A. Rowdy
Jacqueline A. Rowdy, Trustee of John Q. Hammons Revocable Trust

By: Greggory D. Bryant
Greggory D. Bryant, Trustee of John Q. Hammons Revocable Trust

LENDER:

SIMMONS FIRST NATIONAL BANK

x Melissa Manshaw
Melissa Manshaw, Vice President

LoanPro Ver 14.1 10/01/03 Case 3-11 USA Extension 1/01/04 All Rights Reserved. AR C:\smp\pro\CHG\103\03119764\03119764

EXHIBIT B

Mortgage

RECORDATION REQUESTED BY:

Metropolitan National Bank
Plaza
P.O. Box 8010
Little Rock, AR 72203

2003119764
11/21/2003 02:17:40 PM
Filed & Recorded in
Official Records of
CAROLYN STALEY
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$14.00

WHEN RECORDED MAIL TO:

Metropolitan National Bank
Plaza
P.O. Box 8010
Little Rock, AR 72203

SEND TAX NOTICES TO:

Metropolitan National Bank
Plaza
P.O. Box 8010
Little Rock, AR 72203

7739

SPACE ABOVE THIS LINE IS FOR RECORDATION OFFICE USE ONLY



740

This Mortgage prepared by:

Name: Loan Operations
Company: Metropolitan National Bank
Address: P.O. Box 8010, Little Rock, AR 72203

MORTGAGE

THIS MORTGAGE dated October 21, 2003, is made and executed between JOHN Q. HAMMONS and JUANITA HAMMONS, not personally but as Trustees on behalf of JOHN Q. HAMMONS REVOCABLE TRUST dated December 26, 1989, as amended May 2, 1994, and April 22, 1997. (referred to below as "Grantor") and Metropolitan National Bank, whose address is P.O. Box 8010, Little Rock, AR 72203 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in PULASKI County, State of Arkansas:

Tracts 53 and 54, West Highland Subdivision, of the SE 1/4, Section 4, Township 1 North, Range 13 West, Pulaski County, Arkansas, and as shown on plat recorded in Book 1, Page 273, LESS AND EXCEPT that portion of Tract 54 which lies within the dedicated right-of-way of Embassy Suites Drive as shown on plat recorded as Plat No. G-17, records of Pulaski County, Arkansas.

The Real Property or its address is commonly known as LITTLE ROCK, AR.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real Property and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Default. Grantor fails to comply with any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness and any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property, together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Arkansas. This Mortgage has been accepted by Lender in the State of Arkansas.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Pulaski County, State of Arkansas.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption and Other Rights. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Arkansas as to all indebtedness secured by this Mortgage. Grantor also waives all rights of appraisal, sale and redemption under the laws of Arkansas, including the Act of the General Assembly of Arkansas dated May 8, 1899 and Acts amendatory thereof.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means JOHN Q. HAMMONS REVOCABLE TRUST, and all other persons and entities signing the Note in whatever capacity.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means JOHN Q. HAMMONS REVOCABLE TRUST.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or

MORTGAGE (Continued)

Loan No: 7739

Page 3

Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Metropolitan National Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 21, 2003, in the original principal amount of \$1,360,025.25 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is October 21, 2008.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

JOHN Q. HAMMONS REVOCABLE TRUST

By: [Signature] JOHN Q. HAMMONS, TRUSTEE of JOHN Q. HAMMONS REVOCABLE TRUST

By: [Signature] JUANITA HAMMONS, TRUSTEE of JOHN Q. HAMMONS REVOCABLE TRUST

TRUST ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Grant)



On this 23 day of October, 2003, the undersigned officer, personally appeared JOHN Q. HAMMONS, TRUSTEE; JUANITA HAMMONS, TRUSTEE of JOHN Q. HAMMONS REVOCABLE TRUST, who acknowledged themselves to be the above signed authorized trustees or agents of Mortgagor, a trust, and that they, as such authorized trustees or agents, being authorized so to do, executed the Mortgage for the purposes therein contained, by signing the name of the trust thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 23 day of October, 2003.
By: [Signature] Cindy L. Quick, Notary Public in and for the State of Arkansas. Residing at 4220 Rodney Parkam, My commission expires July 4, 2013.

655
12/2/08

2008080334 Received: 12/2/2008 9:40:16 AM
Recorded: 12/02/2008 10:02:10 AM Filed &
Recorded in Official Records of PAT O'BRIEN,
PULASKI COUNTY CIRCUIT/COUNTY CLERK
Fees \$25.00

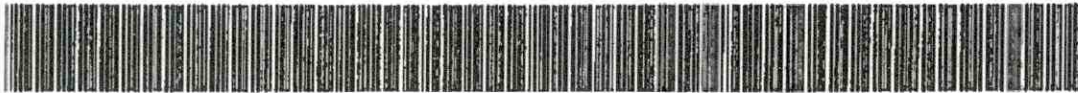
WHEN RECORDED MAIL TO:
Metropolitan National Bank
Central Arkansas
425 W Capitol Ave
Little Rock, AR 72201

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Name: Metropolitan National Bank, Loan Operations
Company: Metropolitan National Bank
Address: 425 W Capitol Ave, Little Rock, AR 72201

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated October 21, 2008, is made and executed between **JOHN Q. HAMMONS and JUANITA HAMMONS**, not personally but as Trustees on behalf of **JOHN Q. HAMMONS REVOCABLE TRUST** (referred to below as "Grantor") and Metropolitan National Bank, whose address is 425 W Capitol Ave, Little Rock, AR 72201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 21, 2003 (the "Mortgage") which has been recorded in PULASKI County, State of Arkansas, as follows:

Filed with the Arkansas Pulaski County Circuit Clerk on November 21, 2003 as Filing No. 2003119764.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in PULASKI County, State of Arkansas:

TRACTS 53 AND 54, WEST HIGHLAND SUBDIVISION, OF THE SE 1/4, SECTION 4, TOWNSHIP 1 NORTH, RANGE 13 WEST, PULASKI COUNTY, ARKANSAS, AND AS SHOWN ON PLAT RECORDED IN BOOK 1, PAGE 273, LESS AND EXCEPT THAT PORTION OF TRACT 54 WHICH LIES WITHIN THE DEDICATED RIGHT-OF-WAY OF EMBASSY SUITES DRIVE AS SHOWN ON PLAT RECORDED AS PLAT NO. G-17, RECORDS OF PULASKI COUNTY, ARKANSAS.

The Real Property or its address is commonly known as TRACTS 53 AND 54, WEST HIGHLAND SUBDIVISION, LITTLE ROCK, AR 72211.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

To extend the maturity date.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 7739

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 21, 2008.

GRANTOR:

JOHN Q. HAMMONS REVOCABLE TRUST

By: [Signature]
JOHN Q. HAMMONS, Trustee of JOHN Q. HAMMONS REVOCABLE TRUST

By: [Signature]
JUANITA HAMMONS, Trustee of JOHN Q. HAMMONS REVOCABLE TRUST

LENDER:

METROPOLITAN NATIONAL BANK

x [Signature]
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF Greene)

On this 17th day of November, 20 08, before me, the undersigned officer, personally appeared JOHN Q. HAMMONS, Trustee of JOHN Q. HAMMONS REVOCABLE TRUST and JUANITA HAMMONS, Trustee of JOHN Q. HAMMONS REVOCABLE TRUST, who acknowledged themselves to be the above signed authorized trustees or agents of Mortgagor, a trust, and that they, as such authorized trustees or agents, being authorized so to do, executed the Modification of Mortgage for the purposes therein contained, by signing the name of the trust thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 17th day of November, 20 08.

By: [Signature]
Notary Public in and for the State of Missouri

Residing at 300 Hammons Pkwy, Springfield, MO
KAREN L. COLLETTE
Notary Public in and for the State of MISSOURI
My Commission Expires Nov. 30, 2010
11-30-2010

MODIFICATION OF MORTGAGE
(Continued)

Loan # 17739

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Arkansas)
)
) SS
COUNTY OF Saline)

On this 21st day of November, 20 08, before me, the undersigned officer, personally appeared Melissa Hough and known to me to be the SOP, authorized agent for Metropolitan National Bank that executed the Modification of Mortgage and acknowledged said instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 21st day of November, 20 08.

By Janice Lea Johnson
Notary Public in and for the State of Arkansas

Residing at Saline
My commission expires 9-30-2015





WHEN RECORDED MAIL TO:
Metropolitan National Bank
Central Arkansas
425 W Capitol Ave
Little Rock, AR 72201

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Name: Metropolitan National Bank, Loan Operations
Company: Metropolitan National Bank
Address: 425 W Capitol Ave, Little Rock, AR 72201

MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE dated October 21, 2011, is made and executed between **JACQUELINE A. DOWDY** and **JOHN J. SLABOCH**, not personally but as Successor Trustees of **JOHN Q HAMMONS REVOCABLE TRUST** under the provisions of a trust agreement dated December 28, 1989 (referred to below as "Grantor") and Metropolitan National Bank, whose address is 425 W Capitol Ave, Little Rock, AR 72201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 21, 2003 (the "Mortgage") which has been recorded in PULASKI County, State of Arkansas, as follows:

Filed with the Arkansas Pulaski County Circuit Clerk on November 21, 2003 as Instrument Number 2003119764.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in PULASKI County, State of Arkansas:

Tract 53 and 54, West Highland Subdivision, of the SE 1/4, Section 4, Township 1 North, Range 13 West, Pulaski County, Arkansas, and as shown on plat recorded in Book 1, Page 273, LESS AND EXCEPT that portion of Tract 54 which lies within the dedicated right-of-way of Embassy Suites Drive as shown on plat recorded as Plat No. G-17, records of Pulaski County, Arkansas.

The Real Property or its address is commonly known as 1ST REM ON TWO TRACTS OF LAND LOCATED BEHIND LR EMBASSY BLOCKS 53 & 54 WEST HIGHLAND SUBDIVISION, LITTLE ROCK, AR 72211. The Real Property tax identification number is 44L0690004000; 44L0690004100; 44L0690004200; 44L069004300.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

To extend the maturity date.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE
(Continued)

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Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 21, 2011.

GRANTOR:

JOHN Q HAMMONS REVOCABLE TRUST

By: Jacqueline A. Dowdy
JACQUELINE A. DOWDY, Successor Trustee of JOHN Q HAMMONS
REVOCABLE TRUST

By: John J. Slaboch
JOHN J. SLABOCH, Successor Trustee of JOHN Q HAMMONS REVOCABLE
TRUST

LENDER:

METROPOLITAN NATIONAL BANK

x Melissa L. Henshaw
Melissa L. Henshaw, Senior Vice President

TRUST ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF Greene)

On this 21 day of November, 20 11, before me, the undersigned officer, personally appeared JACQUELINE A. DOWDY, Successor Trustee of JOHN Q HAMMONS REVOCABLE TRUST, ~~and JOHN J. SLABOCH, Successor Trustee of JOHN Q HAMMONS REVOCABLE TRUST~~, who acknowledged themselves to be the above signed authorized trustees or agents of Mortgagor, a trust, and that they, as such authorized trustees or agents, being authorized so to do, executed the Modification of Mortgage for the purposes therein contained, by signing the name of the trust thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 21 day of November, 20 11.

By: Karen L. Collette
Notary Public in and for the State of Missouri

Residing at Springfield, MO
My commission expires 11-30-2014

KAREN L. COLLETTE
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Nov. 30, 2014
Commission #10492797

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John J. Slaboch, Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989, as Amended and Restated, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of NOVEMBER, 2011.

Teresa J. Thompson
Notary Public

My commission expires: MARCH 13, 2016



Teresa J. Thompson
Notary Public, State of Ohio
My Commission Expires 03-13-2016

2014089682 Received: 11/25/2014 12:34:14 PM
Recorded: 11/25/2014 12:35:30 PM Filed &
Recorded in Official Records of Larry Crane.
PULASKI COUNTY CIRCUIT/COUNTY CLERK
Fees \$30.00

WHEN RECORDED MAIL TO:
Simmons First National Bank
Little Rock Commercial Loans
425 W Capitol Ave
Little Rock, AR 72201



This Modification of Mortgage prepared by:

Name: Simmons First National Bank, Loan Operations
Company: Simmons First National Bank
Address: 425 W Capitol Ave, Little Rock, AR 72201

MODIFICATION OF MORTGAGE



#####0740%10212014%#####

THIS MODIFICATION OF MORTGAGE dated October 21, 2014, is made and executed between Jacqueline A. Dowdy and Gregory D Groves, not personally but as Trustees on behalf of John Q Hammons Revocable Trust under the provisions of a trust agreement dated December 28, 1989 (referred to below as "Grantor") and Simmons First National Bank, whose address is 425 W Capitol Ave, Little Rock, AR 72201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 21, 2003 [the "Mortgage"] which has been recorded in Pulaski County, State of Arkansas, as follows:

Recorded on 11-21-2003 in Pulaski County Clerk as Document No. 2003119764.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Pulaski County, State of Arkansas:

Tract 53 and 54, West Highland Subdivision, of the SE 1/4, Section 4, Township 1 North, Range 13 West, Pulaski County, Arkansas, and as shown on plat recorded in Book 1, Page 273, LESS AND EXCEPT that portion of Tract 54 which lies within the dedicated right-of-way of Embassy Suites Drive as shown on plat recorded as Plat No. G-17, records of Pulaski County, Arkansas.

The Real Property or its address is commonly known as 1st REM on Two Tracts of Land Located Behind LR Embassy Suites Blocks 53 and 54 West Highland Subdivision, Little Rock, AR 72211. The Real Property tax identification number is 44L0690004000; 44L0690004100; 44L0690004200; 44L0690004300.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend the Maturity date.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 21, 2014.

GRANTOR:

JOHN Q. HAMMONS REVOCABLE TRUST

By: Jacqueline A Dowdy
Jacqueline A Dowdy, Trustee of John Q Hammons Revocable Trust

By: Gregory D Groves
Gregory D Groves, Trustee of John Q Hammons Revocable Trust

LENDER:

SIMMONS FIRST NATIONAL BANK

Melissa Henshaw
Melissa Henshaw, Vice President

TRUST ACKNOWLEDGMENT

STATE OF Greene Missouri)
) SS
COUNTY OF Greene)

On this 19 day of November, 2014, before me, Karen L. Collette, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Jacqueline A Dowdy and Gregory D Groves, (being the person or persons authorized by said trust to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that they were the Trustee of John Q Hammons Revocable Trust and Trustee of John Q Hammons Revoceble Trust, a trust, and were duly authorized in their respective capacities to execute the foregoing instrument(s) for and in the name and behalf of said trust, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19 day of November, 2014.

By Karen L. Collette
Notary Public in and for the State of Missouri

Residing at 1245 F O'Garman Ct., Springfield, Mo 65803
My commission expires 11-30-2014

KAREN L. COLLETTE
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Nov 30, 2014
Commission #10492797

2014069682 Received: 11/25/2014 12:34:14 PM
Recorded: 11/25/2014 12:35:30 PM Filed &
Recorded in Official Records of Larry Crane.
PULASKI COUNTY CIRCUIT/COUNTY CLERK
Fees \$30.00

WHEN RECORDED MAIL TO:
Simmons First National Bank
Little Rock Commercial Loans
425 W Capitol Ave
Little Rock, AR 72201



This Modification of Mortgage prepared by:

Name: Simmons First National Bank, Loan Operations
Company: Simmons First National Bank
Address: 425 W Capitol Ave, Little Rock, AR 72201

MODIFICATION OF MORTGAGE



#####%0740%10212014%#####

THIS MODIFICATION OF MORTGAGE dated October 21, 2014, is made and executed between Jacqueline A. Dowdy and Gregory D Groves, not personally but as Trustees on behalf of John Q Hammons Revocable Trust under the provisions of a trust agreement dated December 28, 1989 (referred to below as "Grantor") and Simmons First National Bank, whose address is 425 W Capitol Ave, Little Rock, AR 72201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 21, 2003 (the "Mortgage") which has been recorded in Pulaski County, State of Arkansas, as follows:

Recorded on 11-21-2003 in Pulaski County Clerk as Document No. 2003119764.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Pulaski County, State of Arkansas:

Tract 53 and 54, West Highland Subdivision, of the SE 1/4, Section 4, Township 1 North, Range 13 West, Pulaski County, Arkansas, and as shown on plat recorded in Book 1, Page 273, LESS AND EXCEPT that portion of Tract 54 which lies within the dedicated right-of-way of Embassy Suites Drive as shown on plat recorded as Plat No. G-17, records of Pulaski County, Arkansas.

The Real Property or its address is commonly known as 1st REM on Two Tracts of Land Located Behind LR Embassy Suites Blocks 53 and 54 West Highland Subdivision, Little Rock, AR 72211. The Real Property tax Identification number is 44L0690004000; 44L0690004100; 44L0690004200; 44L0690004300.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

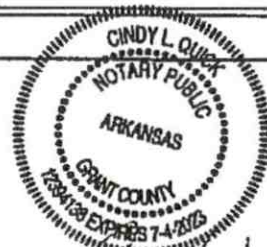
Extend the Maturity date.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Arkansas)
)
COUNTY OF Grant) SS
)



On this 20 day of November, 2014, before me, Cindy L. Quick, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Melissa Henshaw (being the person or persons authorized by said corporation to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he or she was the Vice President of Simmons First National Bank, a corporation, and was duly authorized in his or her respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said corporation, and further stated and acknowledged that he or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of November, 2014.

By Cindy L. Quick
Notary Public in and for the State of Arkansas

Residing at 423 W Capital Hill Dr
My commission expires July 4, 2023

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: (8510989) [History](#)
SIMMONS BANK
Kennedy Berkley c/o John
Thompson
5350 College Blvd
Overland Park KS 66211

Claim No: 250
Original Filed
Date: 11/17/2016
Original Entered
Date: 11/17/2016

Status:
Filed by: CR
Entered by: John F Thompson, II
Modified:

Amount claimed: \$268556.22

History:

[Details](#) [250-1](#) 11/17/2016 Claim #250 filed by SIMMONS BANK, Amount claimed: \$268556.22 (Thompson, John)

Description: (250-1) Case No. 16-21140

Remarks: (250-1) FMV of collateral unknown at this time

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*	\$268556.22
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		