

Fill in this information to identify the case:

Debtor 1 LRX Mesa LLC
 Debtor 2 _____
 (Spouse, if filing)
 United States Bankruptcy Court for the Eastern District of Michigan
 Case number 19-42523

**Official Form 410
 Proof of Claim**

04/19

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?	CCJ - LRX, LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Michael Fleming, Esq./Plunkett Cooney Name 38505 Woodward Ave - Suite 100 Number Street Bloomfield Hills MI 48304 City State ZIP Code Contact phone <u>248-901-4095</u> Contact email <u>mffleming@plunkettcooney.com</u>	Where should payments to the creditor be sent? (if different) Name Number Street 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		



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

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

7. How much is the claim? \$ 128,147.41. 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: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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

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

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

No

Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the 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 \$3,025* 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 \$13,650*) 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 4/01/22 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 06/27/2019
MM / DD / YYYY

/s/John F. Leone (see attached)
Signature

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

Name John F. Leone, Trustee
First name Middle name Last name

Title Member

Company CCJ - LRX, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 330 E. Lincoln
Number Street
Royal Oak MI 48067
City State ZIP Code

Contact phone _____ Email _____

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

No

Yes. Check one:

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

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

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

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

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

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

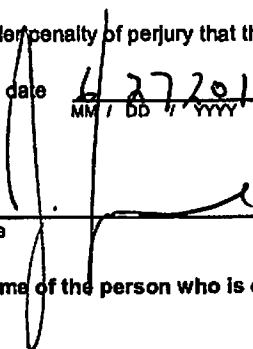
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 6/27/2019
MM / DD / YYYY



Signature

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

Name _____
First name Middle name Last name

Title _____

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

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

PROMISSORY NOTE

\$150,000.00
Farmington Hills, Michigan
July 8, 2016 ("Loan Date")

PROMISE TO PAY. For value received, *LRX Mesa, LLC*, a Michigan limited liability company, which has an address of 34405 W. 12 Mile Rd., Suite 200, Farmington Hills, Michigan 48331 ("Borrower"), promises to pay to the order of *CCJ-LRX, LLC*, a Michigan limited liability company, which has an address of 330 E. Lincoln, Royal Oak, Michigan 48067 ("Lender"), One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Indebtedness"), with interest, as follows:

The outstanding principal balance of this Note will bear interest at ten percent (10%) per annum, commencing on the above-stated Loan Date.

Borrower shall pay sixty (60) consecutive monthly installments of principal and interest in the amount of Three Thousand Two Hundred Forty and 40/100 Dollars (\$3,240.40), commencing October 8, 2016, with each succeeding monthly installment payable upon the same day of each and every month thereafter. All principal, interest and other sums owed under this Note shall be paid no later than September 8, 2021 ("Due Date"), unless the Indebtedness evidenced by this Note is accelerated, in which case the Due Date shall be the date of acceleration.

All payments under this Note shall be made to Lender at his address first referenced above, or at such other address as the Lender may designate in writing. Payments will be applied first to any unpaid fees or charges under this Note, then to accrued interest, and then to principal.

PREPAYMENT. Borrower may prepay this Note, in whole or part, at any time, without premium or penalty.

DEFAULT. Any of the following events shall, for purposes of this Note, constitute an "Event of Default": (a) failure by Borrower to pay any amount owing on the Indebtedness when due, whether by maturity, acceleration or otherwise; (b) institution of bankruptcy, reorganization, arrangement, insolvency or other similar proceedings by or against the Borrower or any guarantor; or the appointment of a receiver for Borrower; or (c) sale or other disposition by Borrower of substantially all of its assets or property, or dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Borrower.

REMEDIES. If an Event of Default occurs, the Lender shall have the option to declare all or part of the Indebtedness immediately due and payable. If this Note is not paid at the Due Date (whether by acceleration or otherwise), the Lender shall have all of the rights and remedies provided at law or equity or by written agreement. The remedies of the Lender are cumulative and not exclusive. No delay by the Lender in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by the Lender of any right or remedy shall preclude any

future exercise of such right or remedy or the exercise of any other right or remedy. No waiver or indulgence by the Lender of any default or Event of Default shall be effective unless in writing and signed by the Lender, nor shall a waiver on one occasion be construed as a bar to any right or remedy, or waiver of any default or Event of Default on any future occasion.

WAIVER. Borrower and any other party liable for the Indebtedness evidenced by this Note: (i) severally waive presentment, demand, protest, notice of dishonor, notice of non-payment and notice of acceleration of this Note, and (ii) agree that no extension or postponement of the time for payment, or waiver, indulgence or forbearance granted to Borrower, without limit as to number or period, or any modification of this Note, or addition of any party to this Note, or release or discharge of, or suspension of any rights and remedies against, any party liable on this Note, shall reduce or affect the obligation of any other party liable for the payment of this Note.

REIMBURSEMENT OF EXPENSES. Borrower shall reimburse the Lender for all costs and expenses, including reasonable attorneys' fees, incurred by the Lender in enforcing its rights under this Note, including without limitation, those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.

BORROWER'S REPRESENTATIONS. Borrower represents that: (a) execution, delivery and performance of this Note does not violate any law, conflict with any agreement by which Borrower is bound, or require the consent or approval of any governmental authority or third party; and (b) this Note is valid, binding and enforceable according to its terms. Borrower further represents that (a) it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution, delivery and performance of this Note (i) are within its powers and have been duly authorized by all necessary action of its governing body, and (ii) do not contravene the terms of the documents and instruments governing its organization and affairs.

WAIVER OF JURY TRIAL. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE INDEBTEDNESS.

PRESUMPTIONS. No party or his/its respective legal counsel shall be construed to be the drafter or primary drafter of this Note. If there are disputes regarding the construction of this Note or any of its provisions, ambiguities or questions of interpretation shall not be construed in favor of one party over another; rather, questions of interpretation shall be construed equally as to each party.

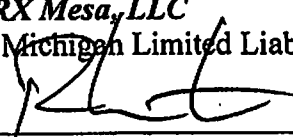
NOTICES. All notices and other communications required or permitted under this Note shall be in writing and shall be deemed given when delivered personally or by registered or certified mail

(return receipt requested), addressed to the party at his or its address first noted above, or any other address that is specified in writing by the receiving party.

MISCELLANEOUS. The terms of this Note may only be changed in writing, executed by Lender and a duly authorized officer of Borrower. This Note binds Borrower's successors and assigns. The Lender may assign its rights under this Note upon written notice to Borrower, and this Note shall inure to the benefit of Lender's successors and assigns. This Note shall be governed by the laws of the State of Michigan. Any controversy or claim arising out of or relating to this Note, or the breach of any provision of this Note, shall be submitted to the exclusive jurisdiction of the Circuit Court for Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan.

BORROWER:

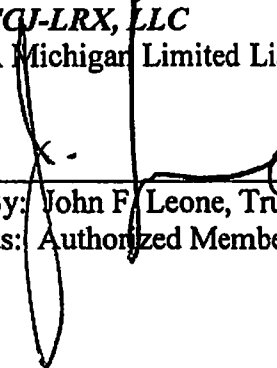
LRX Mesa, LLC
A Michigan Limited Liability Company



By: Richard C. Morgan
Its: President

Accepted by Lender on this July 8, 2016:

CCJ-LRX, LLC
A Michigan Limited Liability Company



By: John F. Leone, Trustee
Its: Authorized Member

 LRX Mesa, LLC Note to CCJ-LRX, LLC

Compound Period : Monthly

Nominal Annual Rate : 10.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	07/08/2016	150,000.00	1		
2 Payment	10/08/2016	3,240.40	60	Monthly	09/08/2021

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	07/08/2016				150,000.00
1	10/08/2016	3,240.40	3,781.34	540.94-	150,540.94
2	11/08/2016	3,240.40	1,254.51	1,985.89	148,555.05
3	12/08/2016	3,240.40	1,237.96	2,002.44	146,552.61
2016 Totals		9,721.20	6,273.81	3,447.39	
4	01/08/2017	3,240.40	1,221.27	2,019.13	144,533.48
5	02/08/2017	3,240.40	1,204.45	2,035.95	142,497.53
6	03/08/2017	3,240.40	1,187.48	2,052.92	140,444.61
7	04/08/2017	3,240.40	1,170.37	2,070.03	138,374.58
8	05/08/2017	3,240.40	1,153.12	2,087.28	136,287.30
9	06/08/2017	3,240.40	1,135.73	2,104.67	134,182.63
10	07/08/2017	3,240.40	1,118.19	2,122.21	132,060.42
11	08/08/2017	3,240.40	1,100.50	2,139.90	129,920.52
12	09/08/2017	3,240.40	1,082.67	2,157.73	127,762.79
13	10/08/2017	3,240.40	1,064.69	2,175.71	125,587.08
14	11/08/2017	3,240.40	1,046.56	2,193.84	123,393.24
15	12/08/2017	3,240.40	1,028.28	2,212.12	121,181.12
2017 Totals		38,884.80	13,513.31	25,371.49	
16	01/08/2018	3,240.40	1,009.84	2,230.56	118,950.56
17	02/08/2018	3,240.40	991.25	2,249.15	116,701.41
18	03/08/2018	3,240.40	972.51	2,267.89	114,433.52
19	04/08/2018	3,240.40	953.61	2,286.79	112,146.73
20	05/08/2018	3,240.40	934.56	2,305.84	109,840.89
21	06/08/2018	3,240.40	915.34	2,325.06	107,515.83
22	07/08/2018	3,240.40	895.97	2,344.43	105,171.40
23	08/08/2018	3,240.40	876.43	2,363.97	102,807.43
24	09/08/2018	3,240.40	856.73	2,383.67	100,423.76
25	10/08/2018	3,240.40	836.86	2,403.54	98,020.22
26	11/08/2018	3,240.40	816.84	2,423.56	95,596.66
27	12/08/2018	3,240.40	796.64	2,443.76	93,152.90
2018 Totals		38,884.80	10,856.58	28,028.22	
28	01/08/2019	3,240.40	776.27	2,464.13	90,688.77
29	02/08/2019	3,240.40	755.74	2,484.66	88,204.11

LRX Mesa, LLC Note to CCJ-LRX, LLC

	Date	Payment	Interest	Principal	Balance
	30 03/08/2019	3,240.40	735.03	2,505.37	85,698.74
	31 04/08/2019	3,240.40	714.16	2,526.24	83,172.50
	32 05/08/2019	3,240.40	693.10	2,547.30	80,625.20
	33 06/08/2019	3,240.40	671.88	2,568.52	78,056.68
	34 07/08/2019	3,240.40	650.47	2,589.93	75,466.75
	35 08/08/2019	3,240.40	628.89	2,611.51	72,855.24
	36 09/08/2019	3,240.40	607.13	2,633.27	70,221.97
	37 10/08/2019	3,240.40	585.18	2,655.22	67,566.75
	38 11/08/2019	3,240.40	563.06	2,677.34	64,889.41
	39 12/08/2019	3,240.40	540.75	2,699.65	62,189.76
	2019 Totals	38,884.80	7,921.66	30,963.14	
	40 01/08/2020	3,240.40	518.25	2,722.15	59,467.61
	41 02/08/2020	3,240.40	495.56	2,744.84	56,722.77
	42 03/08/2020	3,240.40	472.69	2,767.71	53,955.06
	43 04/08/2020	3,240.40	449.63	2,790.77	51,164.29
	44 05/08/2020	3,240.40	426.37	2,814.03	48,350.26
	45 06/08/2020	3,240.40	402.92	2,837.48	45,512.78
	46 07/08/2020	3,240.40	379.27	2,861.13	42,651.65
	47 08/08/2020	3,240.40	355.43	2,884.97	39,766.68
	48 09/08/2020	3,240.40	331.39	2,909.01	36,857.67
	49 10/08/2020	3,240.40	307.15	2,933.25	33,924.42
	50 11/08/2020	3,240.40	282.70	2,957.70	30,966.72
	51 12/08/2020	3,240.40	258.06	2,982.34	27,984.38
	2020 Totals	38,884.80	4,679.42	34,205.38	
	52 01/08/2021	3,240.40	233.20	3,007.20	24,977.18
	53 02/08/2021	3,240.40	208.14	3,032.26	21,944.92
	54 03/08/2021	3,240.40	182.87	3,057.53	18,887.39
	55 04/08/2021	3,240.40	157.39	3,083.01	15,804.38
	56 05/08/2021	3,240.40	131.70	3,108.70	12,695.68
	57 06/08/2021	3,240.40	105.80	3,134.60	9,561.08
	58 07/08/2021	3,240.40	79.68	3,160.72	6,400.36
	59 08/08/2021	3,240.40	53.34	3,187.06	3,213.30
	60 09/08/2021	3,240.40	27.10	3,213.30	0.00
	2021 Totals	29,163.60	1,179.22	27,984.38	
	Grand Totals	194,424.00	44,424.00	150,000.00	

LRX Mesa, LLC Note to CCJ-LRX, LLC

Last interest amount increased by 0.32 due to rounding.

Eastern District of Michigan Claims Register

[19-42523-pjs LRX Mesa, LLC](#)

Judge: Phillip J Shefferly **Chapter:** 11
Office: Detroit **Last Date to file claims:** 07/01/2019
Trustee: **Last Date to file (Govt):** 09/30/2019

<i>Creditor:</i> (26031981) CCJ-LRX, LLC c/o Michael Fleming, Esq. Plunkett Cooney 38505 Woodward Ave - Suite 100 Bloomfield Hills, MI 48304	Claim No: 5 <i>Original Filed</i> <i>Date:</i> 06/28/2019 <i>Original Entered</i> <i>Date:</i> 06/28/2019	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Michael A. Fleming <i>Modified:</i>
Amount claimed: \$128147.41		

History:
[Details 5-1](#) 06/28/2019 Claim #5 filed by CCJ-LRX, LLC, Amount claimed: \$128147.41 (Fleming, Michael)
Description: (5-1) money loaned
Remarks:

Claims Register Summary

Case Name: LRX Mesa, LLC
Case Number: 19-42523-pjs
Chapter: 11
Date Filed: 02/22/2019
Total Number Of Claims: 1

Total Amount Claimed*	\$128147.41
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		