

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

UNITED STATES OF AMERICA

PLAINTIFF

v.

No. 4:13-cv-00393

THOMAS EDWIN LIGON;
RANDY LYNN LIGON, his Wife;
JASON LIGON; and
XTO ENERGY, INC.

DEFENDANTS

JUDGMENT

Clerk's Default has been entered as to defendants Thomas Edwin Ligon, Randy Lynn Ligon and Jason Ligon. The remaining defendant, XTO Energy, Inc., consents to judgment foreclosing plaintiff's mortgage, as herein provided. IT IS THEREFORE, ORDERED, DECREED AND ADJUDGED:

1. The court has jurisdiction over the parties and over the property which is the subject of this cause of action.
2. The defendant Thomas Edwin Ligon, to obtain loans from the U.S. Department of Agriculture, Farm Service Agency, executed and delivered to plaintiff a promissory note dated July 16, 1999 in the original principle amount of \$48,900 and a promissory note dated July 16, 1999 in the original principle amount of \$107,800. The payments due on the notes are in default. There is due and owing to the U.S. Department of Agriculture, Farm Service Agency, on the promissory notes of Thomas Edwin Ligon the principle sum of \$158,356.00, interest in the sum of \$92,534.01 as accrued through

May 1, 2013, interest accruing thereafter at the rate of \$23.5163 dollars per day, plus any additional advances and recoverable charges made during the pendency of this action for protection and maintenance of the subject property, and the costs of this action.

3. Judgment is hereby awarded to the United States of America, acting by and through the U.S. Department of Agriculture, Farm Service Agency, against Thomas Edwin Ligon in the total amount of \$250,890.01 as of May 1, 2013, and interest accruing thereafter at the rate of \$25.5163 per day to the date of entry of this Judgment, with interest on the judgment at the rate as provided in 28 U.S.C. § 1961, including any deficiency remaining after sale of the subject real property described herein, for which writs of garnishment, execution and attachment may issue, as provided by law.

4. The above-described indebtedness due and owing to the plaintiff is secured by a mortgage filed of record in the office of the Circuit Clerk and Ex-Officio Recorder of White County, Arkansas on July 21, 1999 in Record Book 1999, Page 15619. Plaintiff's mortgage constitutes a good and valid first lien, which is paramount and superior to all right, title, interest, estate, equity or statutory right of redemption, dower, curtesy, homestead of the defendants Thomas Edwin Ligon, Randy Lynn Ligon and Jason Ligon, in and to the following described property in White County, Arkansas:

A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$), AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHT (8) NORTH, RANGE EIGHT (8) WEST, WHITE COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID N $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$; THENCE NORTH 00 DEGREES 03 MIN 49 SEC A DISTANCE OF 555.06 FEET, MORE OR LESS, TO THE CENTERLINE

OF PANTHER CREEK; THENCE ALONG THE CENTERLINE OF PANTHER CREEK A CHORD BEARING AND DISTANCE OF NORTH 60 DEG 05 MIN 14 SEC EAST 1235.84 FEET, MORE OR LESS; THENCE SOUTH 00 DEG 04 MIN 09 SEC WEST A DISTANCE OF 1178.31 FEET TO THE SOUTH LINE OF SAID N $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$; THENCE NORTH 989 DEG 37 MIN 39 SEC WEST ALONG SAID SOUTH LINE N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ A DISTANCE OF 1070.42 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES, MORE OR LESS, OF WHICH 16 ACRES, MORE OR LESS, LIE WITHIN SAID N $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ AND 4 ACRES, MORE OR LESS, LIE WITHIN SAID NW $\frac{1}{4}$, SE $\frac{1}{4}$, AND BEING SUBJECT TO ANY EXISTING RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.

5. The defendant Randy Lynn Ligon married Thomas Edwin Ligon after his acquisition of the subject property, and after execution of the above described promissory notes and mortgage. Jason Ligon was made a defendant because of possession of the above described property. After having been properly served, said defendants are in default. All right, title and interest held or claimed by said defendants in and to the above described property is subordinate and inferior to the plaintiff's mortgage, and is hereby foreclosed.

6. Defendant XTO Energy, Inc. holds an oil and gas lease on the subject property filed of record in the Office of the Circuit Clerk and Ex-Officio Recorder of White County, Arkansas on August 22, 2005 as Instrument No. #2005-5625. Defendant XTO Energy, Inc. consents to foreclosure of plaintiff's mortgage and sale of the above described real property subject to and without disturbing said defendant's oil and gas lease.

7. If the above-described indebtedness due to the United States Department of Agriculture, Farm Service Agency, is not paid within ten days from the date of entry of

this judgment, the United States Marshal is directed to sell the above-described property at public auction to the highest bidder for cash, or on a credit of 60 days, at the East door of the White County Courthouse, Searcy, Arkansas. The date and time of the sale shall be fixed by the Marshal. If purchased on credit, payment of the purchase price shall be secured by one of the following methods, at the purchaser's option: Furnish a corporate security bond, or furnish a letter of credit from a financial institution, or post a 10% down payment by certified check or money order. The corporate surety bond and letter of credit shall be in the amount of the purchase price, plus interest at the rate of 10% per annum from date of sale, and shall be subject to the approval of the U.S. Marshal. The 10% down payment shall be forfeited in the event of failure to pay for the property within 60 days, in which event the Marshal shall resell the property. In the event of a down payment, the purchaser shall pay interest on the balance of the purchase price at the rate of 10% per annum from date of sale. A lien against the property shall be retained to further secure payment of the purchase money. The property shall be sold subject to any unpaid property taxes. If the plaintiff shall become the purchaser at such sale for a sum equal to or less than the indebtedness owed to plaintiff as of the date of sale, it may credit its bid against the amount of the debt and this credit shall be an extinguishment of the debt to the extent of the credit. The Marshal shall give notice of the sale as required by 28 U.S.C. § 2002, and shall forthwith report the result of the sale to the court.

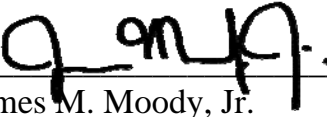
8. Upon the sale of the above described real property, all right, title, claim, interest, estate in equity or statutory right of redemption, and all rights of homestead, curtesy and dower, of the defendants, Thomas Edwin Ligon, Randy Lynn Ligon and

Jason Ligon in and to the property and every part thereof shall from that date be foreclosed and forever barred. Sale of the property shall be subject to the oil and gas lease of XTO Energy, Inc.

9. The purchaser at said sale shall be given possession upon demand and the clerk of this court is hereby authorized and directed to issue writs of assistance to the United States Marshal for the Eastern District of Arkansas, who will proceed to place the purchaser in possession of the property.

10. The sale proceeds, after expenses of sale, shall be paid and distributed to the U.S. Department of Agriculture, Farm Service Agency, to the extent of the indebtedness owed to it secured by its mortgage described above. Any surplus remaining shall be retained by the U.S. Marshal subject to further orders of the court.

11. The court retains jurisdiction of this cause for the making of such further orders as may be necessary to effectuate this Judgment.



James M. Moody, Jr.
U.S. District Judge

April 14, 2014

Date

Approval:

/s/ Richard M. Pence, Jr.

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