NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *

KENNETH W. WASSERMAN **

ROBERT S. JONES

NORMAN R. KELLY

ROBERT A. MARTIN

JASON L. REED

LAWRENCE E. NORDLING

BRENDAN J. BURKE

LAUREN M. BRISTOW**

Attorneys at Law

*Of Counsel

**Admitted in Kansas and Nebraska

All other attorneys admitted in Kansas only

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Salina, KS 67401

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Fax 785-827-0538

kww@nwjklaw.com

February 17, 2009

Scott and Chris Ostermann
415 Brice Court
Abilene, KS 67410

RE: *Ostermann v. Peterson* and *Ostermann v. Weaver*

Dear Scott and Chris:

After our meeting last week, we wanted to follow up with a letter setting forth those items which have been accomplished in *Ostermann v. Weaver* and *Ostermann v. Peterson*, and those items which you could choose to further pursue, if you so desired. Also, Larry Nordling has been consulted as to approximate costs of further litigation.

In regard to *Ostermann v. Weaver* we have accomplished the following:

- Obtained a default judgment against Lisa M. Weaver on the Down South Tavern property which entitled you to judgment against the Defendant with the following relief:
  - The Defendant must remove the trespassing utility meters, air conditioning unit and other objects, and remedy the roof overhang;
  - Defendant is enjoined and restrained from further encroachments and trespasses upon Plaintiffs' property;
  - Plaintiffs are permitted to remove offending utility meters if Defendant refuses to comply with the Court order; and,
  - Defendant is required to pay for the costs of the action.
- We have successfully defended the Motion to Set Aside Default Judgment and the Court ruled to enforce the default judgment.

- The Default Judgment remains in full force and effect.

- The Court has granted you a judgment against the Defendant Lisa M. Weaver in the amount of $500.00 for sanctions.

- The utility companies have agreed to disconnect and reconnect the utilities; however, the Defendant will have to pay to have the meters moved.

The following would be further issues you could pursue, should you choose to do so:

- Enforce the judgment regarding the removal of the trespassing items by filing a motion to hold the Defendant in contempt of Court for failing to comply with the Court order.

- The approximate cost of a proceeding seeking an Order finding Defendant in contempt would be approximately $1,000.00, excluding costs of personally serving the Defendant. This estimate also presumes there is only one hearing and would not include further services or expenses to enforce any relief granted by a potential Contempt Order.

- Collection of the $500.00 judgment for sanctions entered against the Defendant. It is difficult to estimate the cost of collecting this judgment, although for the amount of the judgment, an economic way would be a garnishment proceeding. A wage garnishment, assuming the Defendant remains employed, or a non-wage garnishment on a bank account, can be economical as long as an appearance at a hearing is not required should the Defendant attempt to challenge the garnishment proceeding. The estimated cost just to prepare the garnishment paperwork would be one hour of billable time at Lauren's hourly rate of $125.00.

In regard to *Ostermann v. Peterson* we have accomplished the following:

- Through our efforts you were able to obtain a fencing permit from the City of Abilene in order to fence off your property.

- From your previous contact with the City of Abilene in regard to fencing permits, it appears as if any reasonable request for a fencing permit will be accepted.

- The settlement in *Ostermann v. Peterson* has allowed for the remedy of the water runoff by rerouting the water downspout located on the south side of your

property around the southeast corner of the property in order to funnel the water to the north.

- Petersons are to post a no parking sign on a pole to be located on the east side of the easement.

- Petersons have agreed to reduce their easement across the property to a width of 7½ feet, thus allowing you to utilize the extra 2½ feet nearest your property any way you should so choose without the hindrance of the easement.

- Petersons have agreed to allow machinery onto their remaining easement for the purpose of you correcting the sewer line.

The following are issues which you could further pursue, should you choose to do so, in *Ostermann v. Peterson*:

- Address the way in which the Petersons have remedied the issues set forth in Settlement Agreement. We are currently waiting on a return of the Release of Easement from Mark Guilfoyle as the Dickinson County Register of Deeds has required a modification to the Release of Easement before the Register of Deeds will record the same.

- Upon filing of that Release, then it could be addressed that the Petersons have not fulfilled their obligation of the Settlement Agreement by placing the no parking sign on a pole on the correct site of the easement, as well as rerouting the water downspout correctly.

- Enforcement of the Settlement Agreement would be pursued through an action for breach of the Agreement. The cost for pursuing such an action depends largely on the resistance of the Defendants, which is unpredictable. Enforcement of the Settlement Agreement could potentially be resolved for as little as $1,500.00 to $2,000.00, or it could potentially be as much as $10,000.00, if not more. The wide-range estimate is a product of the unpredictable amount of resistance from the Defendants coupled with the potential for delays in communication and unreasonable positions taken on the Defendants' part.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

Kenneth W. Wasserman

Lawrence E. Nordling

Lauren M. Bristow

KWW/LEN/LMB/jr

785 ? 0550

CITY OF

ABILENE

KANSAS

June 4, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

Dear Mr. Ostermann,

I am in receipt of your letter of May 28, 2009.

Many of the items which you mentioned in your letter do not involve the City and appear to be private issues with other property owners.

I am not sure for how long the First and Cedar Area has been zoned as B5, but you may request a change in zoning as outlined in the City Zoning Ordinance.

Please have your attorney contact me if they need any information.

Sincerely,

Allen J. Dinkel
City Manager

46

City of Abilene

419 N. Broadway
Abilene, KS 67410
785-263-2355 fax 785-263-2552

Invoice No. 2009-123

INVOICE

Customer

Name	Scott & Christine Ostermann		
Address	415 Brice Court		
City	Abilene	State KS	ZIP 67410
Phone			

Date	7/9/2009
Due Date	upon reciept
Rep	jen
FOB	

Qty	Description	Unit Price	TOTAL
3.5	Mow & Trim 5/22/2009 & 6/30/09 200 Block of W. 1st	$100.00	$350.00

This invoice supersedes invoice # 2009-105

This bill must be paid by *August 10, 2009*
or it will assessed to your property taxes.

SubTotal	$350.00
Shipping & Handling	$0.00
Taxes	
TOTAL	$350.00

Payment Details

- ○ Cash
- ○ Check
- ○ Money Order

Office Use Only

Payment due upon receipt.

CITY OF ABILENE, KANSAS

Dick Paul
City Inspector
PO Box 519, 419 N. Broadway
Abilene, KS 67410
Ph: 785-263-2550 Cell: 785-200-0541
Fax: 785-263-2552
email: cityinspect@abilenecityhall.com

NOTICE OF CITY CODE VIOLATION AND ORDER

To: (Owner)

Scott Ostermann
415 Brice Ct.
Abilene, Ks. 67410

To: (Resident)

Same

Date: 7-20-09

You are hereby notified that the condition of the property located at 101 N Cedar, Abilene, Ks. has been found to be in violation of the City of Abilene Codes and Zoning Regs. in the following manner:

Placement of storage unit without a valid permit. Scott you have 10 days from the 16th of July (the day we discussed this issue in the city inspection office) to obtain a valid permit or a citation will be issued. **Every day after the 10 days is considered a new violation.**

All violations are required to be corrected or removed within ten (10) days of the date of this notice.

If you dispute that the condition of this property violate city codes, or if you otherwise feel that this notice has been improperly given, you may within five (5) days of the date of this notice is given to you, make a request for a hearing before the Abilene City Commission. This request must be made in writing and delivered to the Abilene City Clerk within such five (5) day period.

If within such ten (10) day period you have not complied with the order to abate the violations then the City or its authorized agent will contract to have the violations corrected and a citation may be issued.

Richard Paul

for your info only

52.1

ABILENE
KANSAS
City of Abilene
419 N. Bdwy, PO Box 519
Abilene, KS 67410
v: 785.263.2550 f: 785.263.2552
www.abilenecityhall.com

August 6, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

Dear Mr. Ostermann,

The City Clerk gave me your letter of July 24, 2009 requesting a hearing with the City Commission regarding tall grass and weeds and setback requirements for accessory structures within B5 zoning.

The weed notice was given to you on June 23, 2009 and hearing is denied for failure to meet the 10 day request time.

I visited with the City Attorney regarding the hearing for setback requirements. There are no provisions for a hearing on this type of violation.

Please contact me if you have any questions.

Sincerely,

Allen J. Dinkel
City Manager

Cc: City Clerk

53

2026 June 22 consigment Barb6

City of Abilene

419 N. Broadway
Abilene, KS 67410
785-263-2355 fax 785-263-2552

Invoice No. 2009-150

INVOICE

Customer

Name	Scott & Christine Ostermann				
Address	415 Brice Court				
City	Abilene	State	KS	ZIP	67410
Phone					

Date	8/7/2009
Due Date	upon reciept
Rep	jen
FOB	

Qty	Description	Unit Price	TOTAL
3	Weed Removal 7/2009 101 N. Cedar	$100.00	$300.00
	This bill must be paid by *August 10, 2009* or it will assessed to your property taxes.		

SubTotal	$300.00
Shipping & Handling	$0.00
Taxes	
TOTAL	$300.00

Payment Details

- ○ Cash
- ○ Check
- ○ Money Order

Office Use Only

Payment due upon receipt.

6/22/2026
7
10.25%)

54.1

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES
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Fax 785-827-0538

E-Mail: ram@nwjklaw.com

August 7, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

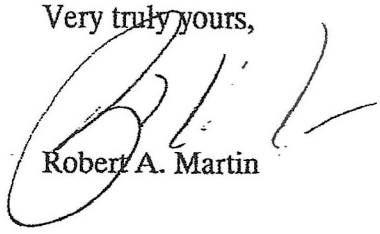
RE: Various violations

Dear Scott:

I received contact regarding your outstanding citations for not cutting the grass and for the storage unit. Those matters have now been transferred to Municipal Court and are being handled by Joycelyn Lucas Randle. I understand that you had applied for an appeal of those decisions. However, the nuisance portion of the citations, namely the mowing issue, is out of time. Apparently, the ten days had passed from the date of citation for the weeds. Further, it was indicated to me that the zoning violation is handled by a separate city ordinance and is not subject to review by a hearing officer. Hence, it would be solely subject to the Municipal Court. In other words, both matters are now in front of the Municipal Court for citation as criminal matters.

I wanted to give you a heads up on what I had heard. You undoubtedly will receive some notice shortly on the same issue.

Very truly yours,



Robert A. Martin

RAM/all

P.S. I spoke to Ken Wasserman about his contacts with the utility companies. He is of the belief that given their statements to you, as well as his prior contacts, further litigation with the companies directly may be necessary if a resolution with the current owner of the bar cannot be reached. We can discuss after the upcoming citation hearing.

KENNEDY BERKLEY YARNEVICH
& WILLIAMSON, CHARTERED
119 West Iron Avenue, 7th Floor
P.O. Box 2567
Salina, KS 67402-2567
(785) 825-4674 [Telephone]
(785) 825-5936 [Fax]

FILED
2009 SEP 11 AM 9:39
CLERK OF DISTRICT COURT
DICKINSON COUNTY, KANSAS

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN and CHRISTINE C. OSTERMANN Plaintiff, vs. LISA M. WEAVER Defendant.	)	Case No. 07 CV 131

(Proceedings Pursuant to K.S.A. Chapter 60)

ORDER GRANTING WITHDRAWAL AS ATTORNEY OF RECORD

NOW on this 14th day of August, 2009, the above-captioned matter comes on for hearing upon the Motion to Withdraw filed by Chris J. Kellogg of Kennedy Berkley Yarnevich & Williamson, Chartered, attorneys for the Defendant. Chris J. Kellogg of Kennedy Berkley Yarnevich & Williamson, Chartered appears for the Firm. Robert A. Martin appears on behalf of the Plaintiffs, Scott L. Ostermann and Christine C. Ostermann. There are no other appearances.

THEREFORE, the Court having examined the files and pleadings herein, and being duly advised in the premises, finds that the Motion should be granted.

NORTON • WASSERMAN • JONES • KELLY LLC

ANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES
NORMAN R. KELLY
ROBERT A. MARTIN
JASON L. REED
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All other attorneys admitted in Kansas only

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E-Mail: ram@nwjklaw.com

September 23, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Ostermann, et al. v. Weaver;
District Court of Dickinson County, Kansas, Case No. 07 CV 131.

Dear Scott:

You will find enclosed a copy of the file stamped Journal Entry and Bench Warrant in the above referenced matter for your records. The Bench Warrant was not issued due to the recent bankruptcy filing by the Defendant.

If you have any questions, please let me know. Otherwise, I am closing this file unless you want to sue the new owner.

Very truly yours,

Robert A. Martin

RAM/djd
Enclosure(s)

NORTON • WASSERMAN • JONES • KELLY LLC

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Email:ram@nwjklaw.com

October 22, 2009

Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Ostermann, et al. v. Weaver;
District Court of Dickinson County, Kansas, Case No. 07 CV 131.

Dear Scott:

This letter is to advise you that Chris Kellogg does not represent the Weavers in the above-captioned case or in any other matter. Therefore, please do not contact him further.

Very Truly Yours,

Robert A. Martin

RAM/kmw

HAMPTON & ROYCE, L.C.
9TH FLOOR - UNITED BUILDING
119 WEST IRON - P.O. BOX 1247
SALINA, KANSAS 67402-1247
(785) 827-7251 - TELEPHONE
(785) 827-2815 - FACSIMILE

December 3, 2009

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN and, CHRISTINE C. OSTERMAN, Plaintiffs, vs. AMANDA DOHE, Defendant	)	Case No. 09 CV 150

COPY

ANSWER

Defendant Amanda Dohe ("Amanda") for her Answer to the Petition filed herein, respectfully states and alleges as follows:

1. All statements and allegations not specifically admitted herein are denied.

2. Amanda has insufficient information to either confirm or deny the allegations contained in Paragraph 1 of the Petition, and therefore denies the same.

3. The allegations contained in Paragraphs 2 , 3, and 4 of the Petition are admitted.

4. With regard to Paragraph 5, Amanda admits only that she owns the real estate described in Exhibit A of Plaintiff's Petition. Amanda has insufficient information to either confirm or deny the remaining allegations in Paragraph 5 of the Petition, and therefore denies the same.

5. The allegations contained in Paragraph s6, 7, 8 and 9 of the Petition are denied.

Affirmative Defenses

6. Plaintiffs have failed to state a cause of action upon which relief can be granted.

VERIFICATION

Amanda Dohe, of lawful age, being first duly sworn on oath, states: That she is the Defendant in the above-entitled action; that she has read the above and foregoing Interrogatories, Requests for Production and Requests for Admission, and the answers thereto; and knows the contents thereof; and that all the information contained in his answers and responses are true and correct to the best of her knowledge and information.

Amanda Dohe

SUBSCRIBED AND SWORN TO before me this 7th day of JANUARY, 2010.

NOTARY PUBLIC

DEVRI L. OWENS
Notary Public - State of Kansas
My Appt. Expires 10-9-10

CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of _____, 20___, I mailed the original and one copy of the answers to the above and foregoing Interrogatories, postage prepaid, to:

Robert A. Martin
Norton, Wasserman, Jones & Kelly, L.L.C.
213 S. Santa Fe
P.O. Box 2388
Salina, KS 67402-2388

Russel B. Prophet

NORTON • WASSERMAN • JONES • KELLY LLC

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Fax 785-827-0538
E-Mail: ram@nwjklaw.com

January 18, 2010

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

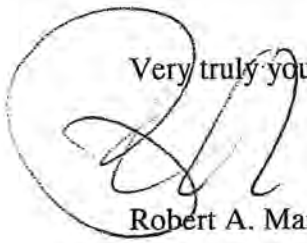
RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

I attended the hearing on your behalf on January 15, 2010. Mr. Prophet also appeared, as did his client. She did not say anything, but just spoke with Russ for a period of time prior to the hearing, as it was delayed significantly. In any event, Russ then came back and spoke to me and told me that I would be receiving discovery responses shortly. He stated that part of their defense is that since the utilities are not parties to this matter and have an easement, that the prior judgment was void and/or that nothing can be done in this case. I told him that I did not agree with any of these different claims. Next, he indicated that she is telling him that they can not do anything to the bar as it is somehow a historical building. My only response to that was a laugh and repeating back to him "a bar is a historical building?" I have not seen any documentation on any of their claims. He reiterated to me that they are still willing to pay the $2,500.00.

Let me know if you have any thoughts. I am enclosing herewith a copy of my letter to Mr. Prophet as well as the proposed Order regarding the court's ruling on that date which primarily involved the deadlines.

Very truly yours,



Robert A. Martin

RAM/slb
Enclosure(s)

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES***
NORMAN R. KELLY
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Fax 785-827-0538
E-Mail: ram@nwjklaw.com

January 26, 2010

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

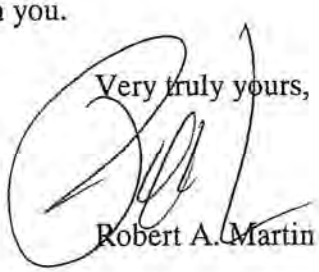
RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

After we talked again, I discussed settlement with Russ Prophet. Russ is indicating that he believes, per his client, that it would cost about $1,000.00 to move one of the meters. However, they have been quoted that it would cost $10,000.00 to move the other meter, which he believes to be the gas meter. Have you ever heard of anything like this? Do you think that you can contact both of these entities to see what they would quote to move the meters? That may be beneficial for us and we should at least know if the prices change.

I look forward to hearing from you.

Very truly yours,



Robert A. Martin

RAM/slb

NORTON • WASSERMAN • JONES • KELLY LLC

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KENNETH W. WASSERMAN **
ROBERT S. JONES***
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Fax 785-827-0538
E-Mail: ram@nwjklaw.com

February 25, 2010

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

Russ Prophet contacted me this week. He indicated that they will agree to have Vicki Faulkner joined as a party. He further indicated that he would sign an agreed order without a hearing. Hence, the hearing for Friday is off.

Secondly, Mr. Prophet indicated that his clients are not interested in selling the bar to you. At this point, it is for them a very personal, meaning non-economic, matter. I asked Russ if his clients were interested in buying your place. He said that he did not know your place was for sale. I said that I was not saying that it is or is not, but that most things are for sale even if his client does not so believe. He said he didn't know.

On the issue of the replacement of the meters, he said that his client would be agreeable to moving the electric meter, but not the gas given his understanding. When I discussed at length with Russ why I did not think that the gas meter would cost as much as he is claiming, he said he would check on it himself. I will let you know when I hear back from him on that issue.

Next, the issue of mediation was broached by Mr. Prophet, as that is typical in cases like these at this point. I told him that I personally did not have any problem with conducting mediation, particularly if we had a hard headed mediator who could potentially get an agreement reached. I told him that I would have to check with you to see if that is something that you are interested in.

Finally, I enclose herewith copies of the Returns of Service from the Dickinson County Sheriff's Department as well as a copy of the business records that I received from Wyatt Land & Title in response thereto.

Once you have had a chance to look at this letter, give me a call regarding your thoughts involving the same. In addition, let me know if you ever got anything from Kansas Gas Service.

Very truly yours,

Robert A. Martin

RAM/slb
Enclosure(s)

N. ROYCE NELSON
SIDNEY A. REITZ
DAVID D. MOSHIER
DEBRA EGLI JAMES
JEFFREY E. KING
TERRY D. CRISS
IAN W. WOOD
[illegible]SHA S. MORRICAL
TODD W. DAVIDSON
RUSSEL B. PROPHET
NATHANAEL W. BERG
DANIELLE A. RIDER

OF COUNSEL
C. STANLEY NELSON

OF COUNSEL
JOHN A. O'LEARY
103 NORTH MAIN
THE POST ROCK BUILDING
P.O. BOX 304
LURAY, KANSAS
67649-0304
PHONE:
785-698-2501

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SALINA, KANSAS 67402-1247
PHONE: 785-827-7251 | FAX: 785-827-2815
WWW.HAMPTONLAW.COM

February 25, 2010

Mr. Robert A. Martin
Norton, Wasserman, Jones & Kelly, L.L.C.
P.O. Box 2388
Salina, Kansas 67402-2388

Re: Ostermann vs. Dohe
Case No. 09 CV 150
Dickinson County District Court

Dear Mr. Martin:

Enclosed please find a copy of the Affidavit of Custodian of Business Records that Vicki Faulkner has filed in the above-referenced case. As we discussed in our telephone conversation on Tuesday, February 23, 2010, Vicki does not have any documents other than the documents previously produced by Amanda in response to your discovery requests.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

HAMPTON & ROYCE, L.C.

Russel B. Prophet
rprophet@hamptonlaw.com

RBP/dh

Enclosure

cc: Client

02-25-10A09:29 RCVD

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS

SCOTT L. OSTERMANN AND CHRISTINE C. OSTERMANN,	)	
Plaintiffs,	)	
vs.	)	**Case No.09 CV 150**
AMANDA DOHE,	)	
Defendant.	)	

AFFIDAVIT OF CUSTODIAN OF BUSINESS RECORDS

THE STATE OF KANSAS, COUNTY OF DICKINSON:

I, Vickie Faulkner being first duly sworn on oath depose and say that:

1. I am a duly authorized custodian of the business records of _____ and have the authority to certify those records.

2. The copy of the records attached to this Affidavit is a true copy of the records described in the Subpoena.

3. The records were prepared by the personnel or staff of the business, or persons acting under their control, in the regular course of the business at or about the time of the act, condition or events recorded.

Vickie Faulkner
SIGNATURE OF CUSTODIAN

Subscribed and sworn to before me the undersigned on this 23 day of February 2010.

Russell B. Prophet
NOTARY PUBLIC

RUSSEL B. PROPHET
Notary Public - State of Kansas
My Appt. Expires 6/22/11

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES***
NORMAN R. KELLY
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MAILING ADDRESS:
P.O. Box 2388
Salina, KS 67402-2388

LAW OFFICES AT:
213 S. Santa Fe
Salina, KS 67401

Telephone 785-827-3646
Fax 785-827-0538

E-Mail: ram@nwjklaw.com

April 5, 2010

Scott and Christine Ostermann
415 Brice Court
Abilene, Kansas 67410

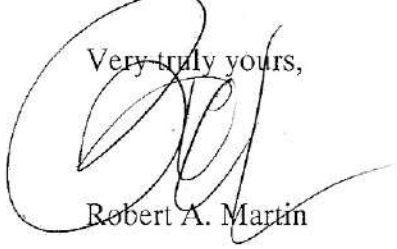
RE: Scott Ostermann and Christine Ostermann v. Amanda Dohe;
District Court of Dickinson County, Kansas, Case No. 09 CV 150.

Dear Scott and Christine:

I attended the pretrial conference on April 2, 2010, involving this case. Russ Prophet appeared without his clients present. The judge agreed to grant the extension of deadlines and again, recommended the mediation that we are currently set for. On an interesting side, we did get into discussing the merits of the case. Russ Prophet was not terribly interested in discussing them, given the judge's questioning. The judge was clear that he expected that his prior order was still in full force and effect and that it was on record when the property was bought. Russ Prophet brought up the issue that the two of these were not subject to the prior lawsuit and he believed that argument would bar it. The judge indicated that may be the case, as he had not looked at the law in the area, but it seemed strange to him that his prior order would not cover this issue. Additional discussion occurred and the judge backtracked a little bit, but clearly he was not terribly pleased with Mr. Prophet's position.

I just wanted to keep you updated on all matters. Please take care of matters with Mr. Montoya's office per our prior correspondence.

Very truly yours,



Robert A. Martin

RAM/all
Enclosure(s)

MARK A. GUILFOYLE, ATTORNEY P.A.

306 N.W. SECOND • P.O. BOX 548 • ABILENE, KS 67410-0548
(785) 263-3070 • FAX (785) 263-4363

September 23, 2010

Robert A. Martin
Norton Wasserman Jones Kelly, LLC
PO Box 2388
Salina, KS 67402-2388

Re: Ostermann v Peterson

Dear Bob:

As of this date the Petersons have rerouted the downspout, posted a no parking sign and reduced their easement per paragraphs 1, 2 and 3 of the agreement. Petersons have acknowledged the sewer easement and the right to construct a new sewer line. That is what the paperwork I previously sent you will accomplish. Ostermann needs a formal easement that will run with the land to give him the right against future property owners to access his new sewer line. A formal easement also allows for construction. I also sent an easement release to release the easement for the existing line once a new line is constructed. This is all as was agreed upon in the agreement. I see no reason why the paperwork I sent has not been completed and returned.

Sincerely yours,

Mark

Mark A. Guilfoyle

59

SEP 24 2010

NORTON • WASSERMAN • JONES • KELLY LLC

FRANK C. NORTON *
KENNETH W. WASSERMAN **
ROBERT S. JONES***
NORMAN R. KELLY
ROBERT A. MARTIN
JASON L. REED
BRENDAN J. BURKE

Attorneys at Law

*Of Counsel

**Admitted in Kansas and Nebraska

***Fellow American Academy of Matrimonial Lawyers

MAILING ADDRESS:
P.O. Box 2388
Salina, KS 67402-2388

LAW OFFICES AT:
213 S. Santa Fe
Salina, KS 67401

Telephone 785-827-3646
Fax 785-827-0538
E-Mail: ram@nwjklaw.com

September 29, 2010

Mark Guilfoyle
306 N.W. 2nd Street
P.O. Box 548
Abilene, Kansas 67410-0548

RE: Scott Ostermann and Christine Ostermann v. William H. Peterson, et al.; District Court of Dickinson County, Kansas, Case No. 07 CV 132.

Dear Mr. Guilfoyle:

I am in receipt of your letter dated September 23, 2010. I have now had an opportunity to review it with Mr. Ostermann. My client does not agree that certain items have been completed by your client under the agreement. In addition, it was not my client's understanding that any terms of the agreement would change my client's easement. In reviewing the document, I do not see where my client ever agreed to modify his easement. Please let me know what terms of the agreement your client is relying upon for this position. As such, it is my client's position that he will not be releasing the 1950 easement.

Please govern yourself accordingly.

Very truly yours,

Robert A. Martin

RAM/slb

cc: Scott Ostermann

ASTRA BANK

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$87,250.00	11-09-2010	11-09-2015	202616	6		***	

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: SCOTT L OSTERMANN
CHRISTINE C OSTERMANN
415 BRICE COURT
ABILENE, KS 67410

Lender: Astra Bank
Abilene Location
418 NW 3rd
PO Box 206
Abilene, KS 67410

LOAN TYPE. This is a Fixed Rate (5.850%) Nondisclosable Loan to two Individuals for $87,250.00 due on November 9, 2015.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ **Personal, Family, or Household Purposes or Personal Investment.**

☒ **Business (Including Real Estate Investment).**

SPECIFIC PURPOSE. The specific purpose of this loan is: REFINANCE COMMERCIAL PROPERTY.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $87,250.00, together with funds contributed of $3,215.10, as follows:

Amount paid to Borrower directly: $1,165.01
$1,165.01 Deposited to Account # ESCROW RESERVES

Amount paid on Borrower's account: $89,300.09
$89,300.09 Payment on Loan # 202452

Amount Contributed by Borrower: ($3,215.10)
$3,215.10 Non-Loan Funds Contributed By/For Borrower

Note Principal: $87,250.00

ESCROW ACCOUNT INFORMATION:

Escrow Account Starting Balance: $ 1,165.01
Calculated Monthly Reserve Amount: $ 166.43
Monthly Discretionary Payment Amount: $
Loan Servicer: Astra Bank

Anticipated Escrow Disbursements:

Description: REAL ESTATE TAXES
Amount: $ 810.08 (Annual Amount: $ 1,620.00)
Periods Payable: May, December

Description: HAZARD INSURANCE
Amount: $ 377.00 (Annual Amount: $ 377.00)
Periods Payable: June

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED NOVEMBER 9, 2010.

BORROWER:

X _____
SCOTT L OSTERMANN

X _____
CHRISTINE C OSTERMANN

COPY

CASH PRO Lending, Ver. 5.53.10.003 Copr. Harland Financial Solutions, Inc. 1997, 2010. All Rights Reserved. - KS H:\CFILPL\120.FC TR-638 PR-5

Dickinson County Sheriff

Gareth Hoffman
Sheriff

James Swisher
Undersheriff

April 21, 2011

Scott Ostermann
415 Brice Ct.
Abilene, KS 67410

Scott,

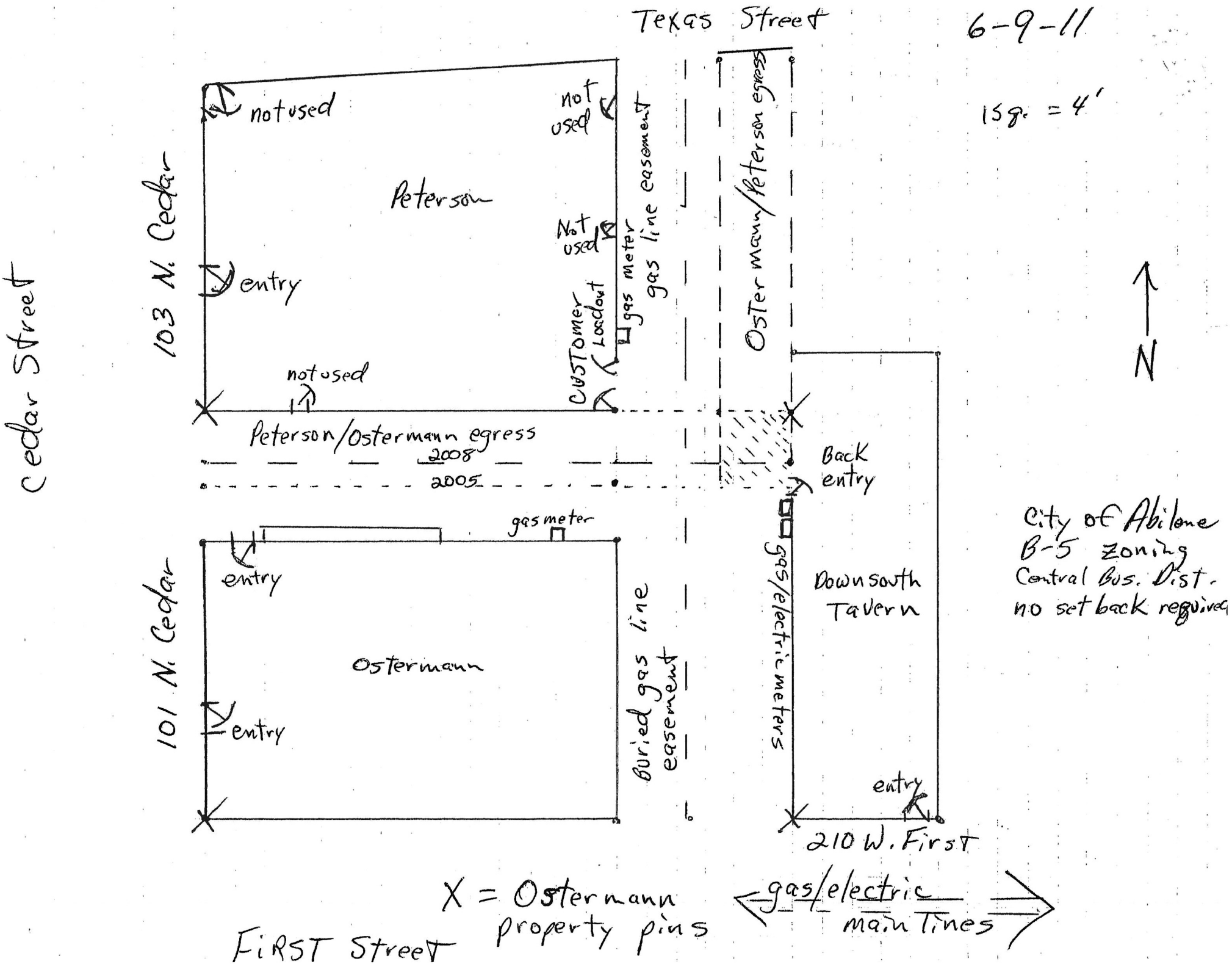
Sheriff Hoffman received the documentation that you mailed to him, and forwarded it to me per your request. I have reviewed the documentation and still am unable to identify any type of alleged criminal activity.

While it is apparent that you are dissatisfied with the City of Abilene, as well as previous attorneys that have represented you, this does not rise to the level of criminal activity.

As I stated before, discuss this matter with your attorney and if your attorney has any specific credible information concerning criminal activity, have him or her contact me, and I will re-examine the matter.

Respectfully,

Jerry Davis
Investigator


Texas Street
6-9-11
1sq. = 4'
Cedar Street
103 N. Cedar
not used
not used
Peterson
Not used
entry
gas meter
gas line easement
Customer Loadout
Ostermann/Peterson egress
not used
Peterson/Ostermann egress
2008
2005
Back entry
N
City of Abilene
B-5 Zoning
Central Bus. Dist.
no setback required
gas meter
entry
Ostermann
Buried gas line easement
gas/electric meters
Downsouth Tavern
101 N. Cedar
entry
entry
210 W. First
X = Ostermann property pins
gas/electric main lines
First Street

SHERIFF'S DEED IN TAX FORECLOSURE ACTION

I **Gareth Hoffman** Sheriff of Dickinson County Kansas acting pursuant to the laws of Kansas and the judgment as entered by the District Court of Dickinson County, Kansas in Case **Number 11 CV 19** entitled **"The Board of County Commissioners of Dickinson County, Kansas vs Merle T Butcher, Jr , as Trustee or any Successor Trustee of the Butcher Family Irrevocable Trust Dated, January 11, 1988, et al "**, and pursuant to the Execution as issued to me by the Clerk of the District Court of Dickinson County Kansas in said action, and following publication notice as required by law, did offer for sale at public auction on June 29 2011 at the Dickinson County Courthouse, the following described real estate located in Dickinson County Kansas to wit

(1) Lot Twenty-three (23) and the East One-half (½) and North One half (½) of the West One half (½) of Lot Twenty five (25) on First Street, Thomson and McCoy s Addition to the City of Abilene, Kansas

And at said auction I did sell the above described property to

Name Don Ackerman Leo W Blasi and Michael Teasley as Tenants in Common

For the sum of $10 400 00, same being the highest bid received for said property at the auction sale and said amount plus the recording fee was paid to me by the purchaser(s)

Following the sale, I made my "Return" to the Clerk of the District Court and said return was examined by the Court and found to be regular and the sales and proceedings were confirmed by the Court on July 15 2011 and the Court authorized me as Sheriff of Dickinson County, Kansas to execute and file the record with the Register of Deeds of Dickinson County, Kansas a deed to each piece of the property so sold and so purchased

NOW THEREFORE, I, Gareth Hoffman Sheriff of Dickinson County Kansas by this instrument, do hereby convey and transfer unto the purchaser(s) above named a fee simple title in and to the above described property as against all persons including but not limited to corporations and municipal corporations parties to the above proceedings, subject only to valid covenants running with the land and valid easements of record in use and subject to taxes and special assessments for 2009 and subsequent years As provided by statute this deed shall be prima facie evidence of the regularity of all proceedings prior to the date of the filing of this instrument for record This deed is subject to the provisions of law, K S A 79-2804(g), relating to sale of the property within ten (10) years to a party who had the right to redeem

Signed by Gareth Hoffman Sheriff of Dickinson County Kansas and acknowledged before Cindy MacDonald, Clerk of the District Court of Dickinson County Kansas, on the day as shown on the instrument

GARETH HOFFMAN, Sheriff of Dickinson County, Kansas

ACKNOWLEDGMENT

State of KANSAS County of DICKINSON ss

BE IT REMEMBERED that on this 18th day of July, 2011, the foregoing instrument was acknowledged before me by Gareth Hoffman Sheriff of Dickinson County Kansas

DISTRICT COURT DICKINSON COUNTY KANSAS SEAL

Cindy MacDonald, Clerk of the District Court of Dickinson County, Kansas

Pursuant to KSA 79 1437e a Kansas Real Estate Validation Questionnaire is not required due to Exception 10

ASTRA BANK

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$68,355.63	08-25-2011	08-25-2016	202873	6		***	

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: SCOTT L OSTERMANN
CHRISTINE C OSTERMANN
415 BRICE COURT
ABILENE, KS 67410

Lender: Astra Bank
Abilene Location
418 NW 3rd
PO Box 206
Abilene, KS 67410

LOAN TYPE. This is a Fixed Rate (5.850%) Nondisclosable Loan to two Individuals for $68,355.63 due on August 25, 2016.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ **Personal, Family, or Household Purposes or Personal Investment.**

☒ **Business (Including Real Estate Investment).**

SPECIFIC PURPOSE. The specific purpose of this loan is: BUSINESS EXPENSE.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $68,355.63 as follows:

Amount paid to Borrower directly: $449.10
$449.10 Deposited to Account # ESCROW RESERVE

Amount paid to others on Borrower's behalf: $67,372.53
$49,678.18 to UMB
$17,694.35 to CHASE

Other Charges Financed: $534.00
$275.00 TITLE INSURANCE
$32.00 RECORDING MORTGAGE
$15.00 FLOOD CERTIFICATION
$130.00 REGISTRATION TAX
$75.00 LOAN FEE
$7.00 MORTGAGE RELEASE

Note Principal: $68,355.63

ESCROW ACCOUNT INFORMATION:

Escrow Account Starting Balance:	$	449.10
Calculated Monthly Reserve Amount:	$	112.28
Monthly Discretionary Payment Amount:	$	
Loan Servicer:		Astra Bank

Anticipated Escrow Disbursements:

Description:	HAZARD INSURANCE				
Amount:	$	444.00	(Annual Amount:	$	444.00)
Periods Payable:	June				
Description:	REAL ESTATE TAXES				
Amount:	$	451.67	(Annual Amount:	$	903.00)
Periods Payable:	May, December				

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 25, 2011.

BORROWER:

X _____
SCOTT L OSTERMANN

X _____
CHRISTINE C OSTERMANN

ABILENE
KANSAS CITY OF ABILENE

Voice: 785.263.2550
Fax: 785.263.2552
www.abilenecityhall.com

419 N. Broadway, PO Box 519
Abilene, Kansas 67410

January 11, 2012

Mr. Scott Ostermann
415 Brice Court
Abilene, KS 67410

RE: Renewal of CMB License, Down South Tavern, 2011

Mr. Ostermann:

The following letter has been prepared in response to your letter dated December 30, 2011 concerning the Down South Tavern's cereal malt beverage license.

Chapter 3, Article1 of the City Code stipulates the requirements, including an administrative review, that must be annually met prior to the issuance of a cereal malt beverage permit within the City of Abilene.

Based on the administrative review conducted by several City departments, the applicant representing the Down South Tavern has met these requirements. The City Commission approved the issuance of a cereal malt beverage permit for this establishment on December 12, 2011.

I consider other matters raised in your letter to have been addressed by previous City Managers. Based on the information provided, I have no reason to take any different action concerning these issues.

Sincerely,

David B. Dillner
City Manager

CC: City Commission
Mark Guilfoyle, City Attorney

None at this time

5. Suggested Stipulations:

(a) Copies of exhibits may be used in lieu of the originals.

(b) All witnesses and exhibits listed by one party may be called or used by the other party.

(c) Reproductions and overlays of documents listed as exhibits may be used in the trial, so long as the reproduction or overlay does not distort the document.

6. Requests for Admissions:

None at this time.

7. Defendant's contentions:

Plaintiffs Scott and Christine Ostermann own real estate next to the Down South Tavern on 210 W. 1st St., Abilene, Kansas. The Ostermanns filed suit against Lisa Weaver in 2007 (Dickinson County Case No. 07CV131), claiming trespass on their property from an electric meter, window air conditioning unit, and overhanging roof line that they alleged crossed onto their side of the property. Judgement was entered against Lisa Weaver that required her to remedy those problems. Lisa Weaver sold the property to Vickie Faulkner who titled it in her daughter Amanda Dohe's name as part of her estate plan.

Vickie Faulkner was not aware of the order entered against Lisa Weaver requiring the removal of the trespassing utility meters, air conditioning unit, and roof line, and was sued by the Ostermanns to remedy those issues in Dickinson County Case No. 09 CV 150. The Ostermanns entered a settlement agreement with Vickie Faulkner that resolved the issues in that case and resulted in the re-location of the offending meters and property.

The Ostermanns have filed the present lawsuit several years after the completion of the prior lawsuits, alleging that they are entitled to reimbursement of their attorney fees and other expenses related to the previous lawsuits. The Court has ruled that any claim for attorney fees is barred and has been dismissed, but has allowed the Ostermanns to proceed on any other remaining claims from their Petition. The Defendants contend that there are no new issues to address in this lawsuit that have not already been dealt with in the prior lawsuit and that the Ostermanns do not have any legal claim to pursue in this case.

8. Mixed Questions of Fact and Law:

(a) Have the Ostermanns stated a claim against the Defendants not previously disposed of in their prior lawsuits?

scott.ostermann2@att.net
to Brenda Bowers

Fri, Feb 13 11:06 AM

Potential improvements 14th and Buckeye

Dear Mayor;
My wife and I recently purchased the property at the SW corner of 14th and Buckeye; commonly known as 102 Highland Drive. As we have begun the renovation process of improving the eyesore of fence and overgrown vegetation; we would like to visit with the City regarding their participation in improving the most visible gateway to Abilene.

The fence is presumably our property line; as designated by a copy of the survey from 1985. Since that surveyor is out of business now; it is probably more practical to have the pins located if needed, to get something original, to file at the Register of Deeds office. The fences line up with everything else, so that is not a pressing need.

However; we do have copies of the 1951 deed, and easement documents, whereby the owners of the day; deeded the property, north of the fence to the City, and granted easement to the City for a triangle shape portion of the NE corner. The east fence boundary goes clear back to the Railroad land days of the late 1800's; to the earliest survey of the NE corner of that quarter section; whereby, Buckeye Avenue was part of the early layout of Abilene. Hence, the property currently known as 102 Highland is not platted like modern developments.

We would like to explore the City involvement in trimming or removing the trees on City land while we have the fence opened up for our work. We will be coordinating with Westar to drop the lines; so we can cut down/remove the remaining undesirable trees and stump on our property.

Our main concern, at this time, is the east fence and unsatisfactory conditions for pedestrian students at the SW corner of the intersection. We don't have enough room east of the house to soften the grade between the fence and the Buckeye sidewalk. The City/ State has taken out whatever extra space there used to be, for the widening of Buckeye/ Hwy 15. One idea might be an attractive brick wall for a gateway look, that also provides increased safety for pedestrians.

I would presume reducing speed limits, or school zone flashers, might be considered, but that costs also.

Please forward this to whomever appropriate. Thanks for your consideration.

Sincerely,
Scott Ostermann
415 Brice Ct.
Abilene, Ks 67410

ABILENE
KANSAS CITY OF ABILENE
419 N. Broadway, PO Box 519
Abilene, Kansas 67410

Voice: 785.263.2550
Fax: 785.263.2552
www.abilenecityhall.com

March 4, 2015

Scott Ostermann
415 Brice Ct.
Abilene, KS 67410

Re: 102 Highland Dr.

Mr. Ostermann:

Per our conversation on February 26th, the City is unable to assist at this time in the removal of trees in the Right-of-way. Unfortunately, it is currently not the policy of the city to offer this type of assistance. Section 6-704 of the City Code states that it is the property owner's responsibility to remove any trees and maintain the Right-of-way.

Per your email dated February 13th, your suggestions regarding improvements for the intersection of Buckeye Avenue and 14th Street are consistent with the spirit of the current Comprehensive Plan. Because of this, they might be considered for future Capital Improvements if budgets allow.

If you have any further questions, please give me a call at 263-2355.

Sincerely,

Tim Hamilton,
Community Development Director

ABILENE
KANSAS

Dwight D. Eisenhower Municipal Building
419 N. Broadway Street, PO Box 519
Abilene, KS 67410
www.abilenecityhall.com
Phone: (785) 263-2550
Fax: (785) 263-2552

May 11, 2016

Scott and Chris Ostermann
102 Highland Drive
Abilene, KS 67410

Dear Scott and Chris,

This letter is in response to your request to the City concerning two parcels located at your property located at the intersection of 14th Street and Buckeye Avenue. It is my understanding that one parcel was deeded to the City in the form of a quit claim deed and the other parcel is an easement, both being for right-of-way purposes.

To your first request, the City will not maintain the grass and other vegetative growth occurring within the parcel deeded to the City in 1951. The City does not maintain property generally located within the public right-of-way. Section 4-601 of the City Code requires property owners to control vegetative growth, to include weeds and grasses, on any area between the property line and the centerline of any adjacent street or alley, including but not specifically limited to sidewalks, streets, alleys, easements, rights-of-way, and all other areas, public or private.

To be sure, this law is applied throughout Abilene as adjacent property owners mow and maintain that area of land generally located between the street and sidewalk.

The City does not have funds budgeted for beautification except for City parks and the main entrances into Abilene. It is the property owner's responsibility to keep their property in good maintenance. The City, in partnership with KDOT, will be making improvements to the 14th Street and Buckeye Avenue intersection in the next few years. The City may be able to enhance the intersection with gateway appeal in similar manner to what was done at the intersection of 1st Street and Buckeye Avenue a year or so ago.

In the meantime, I would respectfully request you to keep the aforementioned properties in compliance with applicable City Code concerning weeds and tall grasses, which states that all weeds and grasses shall be less than twelve inches in height.

Please call me at (785) 263-2550 or email me at citymgr@abilenecityhall.com if you have any questions.

Sincerely,

David B. Dillner
City Manager

CC: City Commission

CITY OF ABILENE COMMUNITY DEVELOPMENT DEPARTMENT

419 N. BROADWAY ST. | P.O. BOX 519 | ABILENE, KS 67410 | (785) 263-2355

CORRECTION ORDER

COMPLAINT ID#: **5192016-1**

DATE OF NOTICE: **May 19, 2016**

PROPERTY ADDRESS: **102 Highland Drive**

OWNER / AGENT OF PROPERTY: **Scott & Chris Ostermann**

MAILING / SERVICE ADDRESS: **102 Highland Drive, Abilene, KS 67410**

VIOLATION: The owner of the aforementioned property is being cited for violation of Section 4-601 of the City Code pertaining to weeds as defined by Section 4-602 of the City Code as follows: *(b) Weeds means any of the following: (1) Brush and woody vines shall be classified as weeds (2) Grasses and comparable vegetation which may attain such large growth as to become, when dry, a fire menace to adjacent improved property (3) Grasses and comparable vegetation which bear or may bear seeds of a downy or wingy nature (4) Grasses and comparable vegetation which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare (5) Grasses and comparable vegetation on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such grasses and comparable vegetation shall be presumed to be blighting if they exceed twelve (12) inches in height.*

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation by trimming or removing said weeds as follows: **Mow & trim entire right-of-way on north side of property.**

DEADLINE: The property owner or agent of the property has 10 days from the date of the notice to remedy the violation or request a hearing as provided in the Violation Notice accompanying this Correction Order. The violations shall be remedied by **May 30, 2016** unless a hearing is requested.

If you have questions about the information provided in this Correction Order or the accompanying Violation Notice, please contact:

Jennie Hiatt

(Address and phone number provided at the top of this page)

ABILENE
KANSAS CITY OF ABILENE

Voice: 785.263.2550
Fax: 785.263.2552
www.abilenecityhall.com

Dwight D. Eisenhower Municipal Building
419 N. Broadway, PO Box 519
Abilene, Kansas 67410

September 25, 2017

OFFER TO PURCHASE

TO: SCOTT L. AND CHRISTINE C. OSTERMANN

RE: TRIANGULAR PIECE OF LAND AT SOUTHWEST CORNER OF 14TH AND BUCKEYE AVE.

The city of Abilene needs to acquire the triangular piece of property you own adjoining the Southwest corner of 14th St. and Buckeye Ave., as shown on the attached Exhibit "A", for improvements to the intersection of 14th St. and Buckeye Ave. After reviewing the value placed on the property by the county, the city would offer the sum of $3,500.00 to purchase the land. I would like an answer to this offer within 7 days of this date. You may send your acceptance or rejection of this offer to the City of Abilene, Attn: City Manager at 419 N Broadway, PO Box 519, Abilene, KS 67410. If I don't receive an answer in writing within 7 days I will assume that you have rejected the offer.

Sincerely yours,

Mark A. Guilfoyle
Interim City Manager
City of Abilene

Kent and Drew represented Astra Bank's changing policies poorly on September 19, 2018.

Please advise Astra management, loan committee, and regulators, that we hope you find customers that better serve your needs; as we apparently do not.

Sincerely,

Scott Ostermann

Sent from Mail for Windows 10

From: Kent Wyatt
Sent: Tuesday, October 23, 2018 3:57 PM
To: Scott Ostermann
Cc: Drew Snitker
Subject: loan questions

Scott I wanted to see if I could answer your questions that you had regarding your properties and the equity in them. The original note that was made to cover 120 NE 14th, was paid. The mortgage that was on that property was used as security on note 204627, which was not for one specific property. The loans you have, the properties were cross collateralized, which allowed you to purchase them without putting a cash down payment when you purchased them. Currently there are four mortgages that secure your notes, excluding your personal residence. These mortgages total $292,000.00. The current balances on the notes is $190,072.00. The amount of mortgages in no way affects the equity that you have in the property. Therefore your equity still remains the difference between the values of the properties and the current loan balances. We have nearly completed our calculations and will be in contact. Thanks Kent

Kent P. Wyatt

VP RRE, Market President

NMLS ID 696786

Astra Bank – Abilene Branch

P.O. Box 206, Abilene, KS 67410

(785) 263-1112, Ext 214

kent.wyatt@astra.bank

******** Internet Email Confidentiality Notice ********

Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person) you may not copy or deliver this message to anyone. In such case, you should destroy this message (and attachments) and kindly notify the sender by reply email. Please advise immediately if you or your employer do not consent to Internet email for messages of this kind. Opinions, conclusions and other information in this message that do not relate to official business of my firm shall be understood as neither given nor endorsed by it.

******** Internet Email Confidentiality Notice ********

Scott I wanted to see if I could answer your questions that you had regarding your properties and the equity in them. The original note that was made to cover 120 NE 14th, was paid. The mortgage that was on that property was used as security on note 204627, which was not for one specific property. The loans you have, the properties were cross collateralized, which allowed you to purchase them without putting a cash down payment when you purchased them. Currently there are four mortgages that secure your notes, excluding your personal residence. These mortgages total $292,000.00. The current balances on the notes is $190,072.00. The amount of mortgages in no way affects the equity that you have in the property. Therefore your equity still remains the difference between the values of the properties and the current loan balances. We have nearly completed our calculations and will be in contact. Thanks Kent

Kent P. Wyatt
VP RRE, Market President
NMLS ID 696786
Astra Bank – Abilene Branch
P.O. Box 206, Abilene, KS 67410
(785) 263-1112, Ext 214
kent.wyatt@astra.bank

******** Internet Email Confidentiality Notice ********

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$60,292.57	03-01-2018	03-01-2035	204627	1s2 / 02	Ostermann Sco L	KPW	

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: Scott L Ostermann
Christine C Ostermann
102 Highland Dr
Abilene, KS 67410

Lender: Astra Bank
Abilene Location
PO Box 206
207 Eagle Drive
Abilene, KS 67410

Principal Amount: $60,292.57 **Date of Agreement: November 29, 2018**

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note #204627 dated March 6, 2018 with Scott L Ostermann and Christine C Ostermann as Borrowers in the original principal amount of $60,292.57 with a current balance of $59,291.37.

DESCRIPTION OF COLLATERAL. A Real Estate Mortgage dated June 10, 2010 with Scott L. Ostermann and Christine C. Ostermann as Grantors in the lien amount of $112,000.00, a Real Estate Mortgage dated February 3, 2010 with Scott L. Ostermann and Christine C. Ostermann as Grantors in the lien amount of $70,000.00, a Real Estate Mortgagte dated February 3, 2010 with Scott L. Ostermann and Christine C. Ostermann as Grantors in the lien amount of $30,000.00 and a Real Estate Mortgage dated September 18, 2013 with Scott L Ostermann and Christine C Ostermann as Grantors in the lien amoun of $80,000.00.

DESCRIPTION OF CHANGE IN TERMS. Per this agreement, the next payment date shall be extended from November 1, 2018 to January 1, 2019.

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.

Borrower's Initials _____	**NO ORAL AGREEMENTS. This written agreement is the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Lender and Borrower.** **NONSTANDARD TERMS. The following space contains all nonstandard terms, including all previous oral agreements, if any, between Lender and Borrower:**
Lender's Initials _____	**By initialing the boxes to the left, Lender and Borrower affirm that no unwritten oral agreement exists between them.**

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:

X _____ X _____
Scott L Ostermann Christine C Ostermann

LENDER:

ASTRA BANK

X _____
Kent Wyatt, Market President Abilene

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COPY

extend to January
- Nov Dec 2018

- 207 = 110

ONLY FOR USE IN COUNTIES APPROVED TO ACCEPT ONE-PART FORMS ***(See website information below)***

KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE

R6391

FOR COUNTY USE ONLY:									
DEED BOOK 261 PAGE 473	COV# 20393	021 CO. NO.	115 MAP	16 SEC	0 SHEET	30 QTR	41 BLOCK	00901 PARCEL	0 OWN

RECORDING DATE 12/28/18	TYPE OF INSTRUMENT WD	SPLIT ☐ MULTI ☐	MO	YR	TY	AMOUNT	S	V
	CR ____ RS ____ DE ____		12	18	02	38,700	3	2

SELLER (Grantor)
NAME Scott L. Ostermann and Christine C. Ostermann
MAILING 102 Highland Dr
CITY/ST/ZIP Abilene, KS 67410
PHONE NO. (785)479-7053
Email (optional) ____

BUYER (Grantee)
NAME Holm Real Estate, LLC
MAILING PO Box 428
CITY/ST/ZIP Abilene, KS 67410
PHONE NO. (785)263-5953
Email (optional) ____

IF AN AGENT SIGNS THIS FORM, BOTH BUYER AND SELLER TELEPHONE NUMBERS MUST BE ENTERED.

BRIEF LEGAL DESCRIPTION
THOMPSON AND MCCOY ADDN , S 51' LOTS 27 & 29 1ST ST

Property / Situs Address: 101 N Cedar St, Abilene, KS 67410
Name and Mailing Address for Tax Statements
Holm Real Estate, LLC
PO Box 428
Abilene, KS 67410

1. Check any special facts that apply:
   - ☐ Sale between immediate family members: Specify the relationship ____
   - ☐ Sale involved corporate affiliates or related entities
   - ☐ Auction Sale (absolute auction ☐ Yes ☐ No)
   - ☐ Short sale (amount of lien(s) exceeds sale proceeds)
   - ☐ Transfer in lieu of foreclosure or repossession
   - ☐ Sale involved a build-to-suit or leaseback arrangement
   - ☐ Sale by judicial order (by a guardian, executor, conservator, administrator, or trustee of an estate)
   - ☐ Sale involved a government agency or public utility
   - ☐ Buyer (new owner) is a religious, charitable, or benevolent organization, school or educational association
   - ☐ Buyer (new owner) is a financial institution, insurance company, pension fund, or mortgage corporation
   - ☐ Sale of only a partial interest in the real estate
   - ☐ Sale involved a trade or exchange of properties
   - ☒ **None of the above**
2. Check use of property at the time of sale:
   - ☐ Single family residence
   - ☐ Farm/Ranch With residence
   - ☐ Condominium unit
   - ☐ Vacant land
   - ☐ Other: (Specify) ____
   - ☐ Agricultural land
   - Mineral rights included? ☐ Yes ☐ No
   - ☐ Apartment Building
   - ☒ Commercial/Industrial bldg.
3. Was the property rented or leased at the time of sale?
   - ☐ Yes (number of years remaining on lease ____)
   - ☐ Tenant is buyer ☒ No
4. Did the sale price include an operating business?
   - ☐ Yes (estimated value $ ____) ☒ No
5. Was any personal property included in the sale price (such as furniture, equipment, inventory, machinery, crops, etc.)?
   - ☐ Yes ☒ No If yes, please describe ____
   - Estimated value of all personal property items included in the sale price $____
   - If **Mobile Home:** Year____ Model____
6. Were any changes made to the property since January 1st ?
   - ☐ Yes ☒ No
   - ☐ Demolition ☐ New Construction ☐ Remodeling ☐ Additions
   - Date completed ____ Amount $____
7. Were any **delinquent** property taxes paid by the buyer? Amt. $____
   - ☐ Yes **AND** the amount was included in the total sale price
   - ☐ Yes but the amount was **not** included in the total sale price
   - ☒ No delinquent property taxes were included in the sale
8. Method of Financing (check all that apply):
   - ☐ New loan(s) from a financial institution ☐ IRS 1031 Exchange
   - ☐ Seller financing ☐ Assumption of an Existing loan(s)
   - ☒ All cash ☐ Trade of property ☐ Not applicable
9. Was the property offered to other potential buyers?
   - ☐ Yes: Advertised (listed, Internet, yard sign, word-of-mouth, etc .)
   - ☒ No: Private purchase (not offered on the open market)
10. Does the buyer hold title to any adjoining property?
    - ☐ Yes ☒ No
11. Are there any additional facts that would cause this sale to be a distressed, forced, or non-arms length exchange?
    - ☐ Yes ☒ No If yes, please describe ____

K.S.A 79-1437g. Same; penalty for violations. Any person who shall falsify the value of real estate transferred shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than $500.

12. **TOTAL SALE PRICE $** 38,700.00

DEED DATE 12 / 27 / 2018

13. I have read the instructions for completing this form and certify that the above information is true and accurate.

Print name Joleen Rankin

Signature Joleen Rankin

☐ Grantor (Seller) ☐ Grantee (Buyer)
☒ Agent Daytime phone number (785) 263-2634

PV-RE-22-OP
(Rev. 08/12)

KANSAS REAL ESTATE SALES VALIDATION ONE-PART QUESTIONNAIRE WEBSITE ADDRESS:
http://www.ksrevenue.org/pvdratiostats.html

To: Kyle Campbell
From: Scott and Chris Ostermann

Memo regarding current Bank lending practices
Years 2010-2018 - August 21, 2019

We began property renovation investment in Abilene in 2003. Beginning with positive equity in our home, equity accounts, savings, IRA's, etc. This memo refers to data regarding Astra Bank; who has been our main commercial lender since 2010 and only bank lender since 2015.

After securing Astra Bank Lines of Credit; we paid contractors, renovation expenses; purchased job materials, etc. Astra Bank amortized the renovation costs for 201 and 207 NE 14th street properties, in 2010. With the purchase of 120 NE 14th Street, in 2013; we paid expenses with LOC's, then we paid the expenses again by paying off the Bank with the proceeds from the sales of 118 NE 14th, in 2014, and 415 Brice Ct. in 2015.

1) In 2016, we spent additional amounts to renovate 101 N Cedar in anticipation of a benefit from the Chisholm Trail Anniversary in 2016 and 2017. We were disappointed by a 2017 commercial appraisal of $38000 for that property, by a company which was referred by Astra Bank.

2) We sought inquiries for months, regarding the $60000 contract payoff to Ron Shivers; at which time, Astra Bank had liens on our properties of $115,000 more than we owed.

3) In 2017, we were assured by Deb Peters of the North Central Ks Regional Planning, Beloit, Ks., that we would not qualify for any bank consolidation loans, SBA, or any other programs NCRPC offers. UMB and Astra also advised that their loan committees wouldn't approve relief for our business; with minimal explanation except that "there were new Dodd-Frank regulations".

4) Only after we took a significant loss on the sale of 101 N Cedar to a friend of our Astra Bank loan officer; would Astra finally offer a $60k loan after Ron Shivers death; months after the due date. It would be prudent for us to file amended income tax returns regarding 101 N Cedar, for 2016 to 2018 for 100% loss due to the reasons above; in addition to legal issues.

No lender would allow any consideration for our years of work performed and principal amounts already paid.

5) For example, Astra Bank closed our LOC 204284, in early 2018, without notice; when we expected to keep using it. At the time we needed the Shivers loan; Astra had excess liens of $115,000; no releases or re-structuring plans were offered because our properties didn't appraise high enough and we weren't making enough income to reach their "target ratios".

6) After the 101 N Cedar sale, Astra subtracted the proceeds from that sale from #202616, not the 101 loan, 204627; to illustrate their cross-collateralization. Astra added another $15,700 lien to 102 Highland Drive, loan #204253, in 2019. Presently, Astra holds excess amounts over $78k; presumably to meet their "targets".

7) We were not supplied with any documentation regarding the Astra payoff to Shiver's widow, even though the deal was between us. As Astra Bank would only secure 101 N Cedar with a $30k assessment; with the balance of approx. $38000 recorded on our 14th street properties. We attempted to raise the assessment in 2015 in a failed State Tax Appeal. The "locals coffee shop talk" effectively keeps property prices low in that area.

8) We were advised that private appraisals were needed if we thought our properties were worth more than the county assessment. We spent over $2300 for appraisals with little benefit to us per Astra's advice.

To: Kyle Campbell

From: Kent Wyatt

Response to e-mail from Scott Ostermann received on August 22, 2019

1. In response to the 2017 commercial appraisal done on property at 101 N Cedar, Abilene, KS, this appraisal was done by the Simmons Company, as they are the only company in our area who does commercial appraisals. Astra had no other company in this area that could be referred to do a commercial appraisal.

2. Astra does have more mortgages on properties than the current balances. Properties have been cross collateralized, as Astra had loaned funds to Scott and Chris for purchase and improvements, without them putting any funds into the transaction, as the equity in the property was used.

3. I cannot speak as to what Deb Peters told the Ostermann's, nor can I speak on UMB. Astra Bank did provide relief on a couple different occasions, where loans were extended to help Ostermann's with the cash flow and making loan payments.

4. I have no idea what the sale of 101 N Cedar to Tim Holm, has to do with the fact that Tim Holm is my friend. Neither Astra nor myself set the sales price, nor instructed Ostermann's to sell to Tim Holm. The significant loss on this property, I believe comes from all the legal fees that Scott informed both Drew and myself that he had spent on this property over the years. The sale of 101 N Cedar, allowed the funds to be applied so that note 202616 could be re-amortized and the payments lowered. This also allowed Astra Bank to extend to the Ostermann's a $60,000 loan without any increase in the monthly payments made to Astra Bank. Prior to this sale, and without reduction in balances, the cash flow would not support an additional loan.

5. Line of Credit was closed when the sale of ground to the City of Abilene was completed.

6. Funds from sale of 101 N Cedar were applied to note 202616, which the Ostermann's were aware of in a conversation with Drew and myself, and they stated they understood what was being explained to them on their loans.

7. Astra Bank made a loan to the Ostermann's for $60,000, which was the balance owed on the contract between Shivers and Ostermann's. Astra was not escrowing a contract, had no responsibility regarding the sale. Any documentation regarding the payoff would have come from Doris Shivers.

8. Drew and I gave the Ostermann's options regarding the values on their property. Scott has always listed the value he thought the properties were, which were quite different from the County. Ostermann's were told if they wanted to see if the values were higher than the values currently in file, that new appraisals would need to be done. This however was totally their decision, and Astra did in no way advise them to have the

Chris Ostermann

From: Colin N. Gotham <cgotham@emlawkc.com>
Sent: Wednesday, August 5, 2020 5:03 PM
To: Scott Ostermann
Subject: FW: Astra Bank/Ostermann
Attachments: Loan.pdf; Ostermann Order.pdf; PN1.pdf; PN2.pdf; REM1.pdf; REM2.pdf; Xerox Scan_08052020135319.pdf

See below and attached. This is an expected outcome. Not sure if we have a handle on the other costs.

Colin Gotham
Evans & Mullinix, P.A.
7225 Renner Road, Suite 200
Shawnee, KS 66217
(913) 962-8700
(913) 890-7005 Direct
(913) 962-8701 fax
cgotham@emlawkc.com

-----Original Message-----
From: Timothy Girard [mailto:girard@wrglaw.com]
Sent: Wednesday, August 5, 2020 4:52 PM
To: Colin N. Gotham <cgotham@emlawkc.com>
Subject: Astra Bank/Ostermann

Colin:
Attached are:
1. A copy of Astra's mortgage on the 201 NE 14th property. Astra's principal lien amount in the property is $70,000.00.
2. A copy of Ostermanns' November 2010 promissory note that is secured by the 201 NE 14th property. As of the date of the bankruptcy filing, June 29, the principal, interest, and late fee payoff amount of the loan was $29,966.99 plus accruing interest, and costs and fees.
3. A copy of Ostermanns' March 2018 promissory note that is secured by the 201 NE 14th property. As of the date of filing, the principal, interest and late fee payoff amount of the loan was $57,205.23 plus accruing interest, and costs and fees.
4. A copy of Astra's mortgage on the 207 NE 14th property. Astra's principal lien amount in the property is $112,000.00. This mortgage also secures the above November 2010 and March 2018 loans.
5. A copy of Ostermanns' June 2010 promissory note that is secured by the 201 NE 14th and 207 NE 14th properties. As of the date of filing, the principal, interest, and late fee payoff amount of the loan was $59,027.68 plus accruing interest, and costs and fees.
6. A copy of a recent O&E report on the 201 NE 14th property, which reflects Astra's mortgage on the property (the only lien) and that real estate taxes on the property are current.
7. A redlined version of the proposed sale motion (I note that paragraph 7 of the redlined version is one for use in the eventual sale order).

The sale of 201 NE 14th for $68,200.00 per the Kuntz contract will not pay off the aggregate amount owed on Ostermanns' November 2010 and March 2018 loans. Astra does not believe that the value of the 207 NE 14th property is enough to fully secure the amount that would still be owed on those loans after a sale of 201 NE 14th, plus the amount that is owed on Ostermanns' June 2010 loan.

Astra is nevertheless interested in going forward with the bankruptcy sale of the 201 NE 14th property for $68,200.00, with the understanding that it would receive the net sale proceeds of the Kuntz sale in exchange for a release of its mortgage in the property, and that it would not waive any of its other rights and claims. Could you please let me know what you expect will be the total "costs and fees" of the Kuntz sale (it would be helpful to know the projected net sale proceeds)? And could you let me know if you would be agreeable with the revisions to the proposed sale motion, as reflected in the attached redlined version? I will then be able to confirm the bank's position on proceeding with the bankruptcy sale. Thanks.

Timothy H. Girard
Woner, Reeder & Girard, P.A.
5611 S.W. Barrington Court South
P.O. Box 67689
Topeka, KS 66667-0689
(785) 235-5330
(785) 235-1615, fax
girard@wrglaw.com, e-mail

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REQUIRED 11 U.S.C. §528(a) (4) NOTICE: Woner, Reeder & Girard, P.A. is a debt relief agency. From time to time, we help people file for bankruptcy relief under the United States Bankruptcy Code.

WHEREUPON, after review of the facts, file, and pleadings herein, being well and truly advised in the premises, upon agreement of the parties, and for good cause shown, the Court hereby finds and rules as follows:

1. Scott L. Ostermann and Christine C. Ostermann ("Debtors") filed their voluntary petition under Title 11 U.S.C. Chapter 13 on June 29, 2020 ("Petition Date").

2. Astra is a secured creditor herein by virtue of three promissory notes executed by the Debtors on June 10, 2010 ("Loan No. 2507"), November 9, 2010 ("Loan No. 2616") and March 1, 2018 ("Loan No. 4627") (collectively "the Notes"). The Notes are secured in part by a mortgage on real estate located at 207 NE 14th, Abilene, Kansas 67410 and leases and rents therefrom ("Real Estate Collateral"), granted by the Debtors in favor of Astra on June 10, 2010 and properly recorded in Dickinson County, Kansas ("Mortgage"). Copies of the Notes and Mortgage are attached to Astra's Motion as Exhibit "A," referred to collectively hereafter as "Agreement," and incorporated herein by this reference.

3. Astra's claim under the Notes as of June 29, 2020 was $146,199.90, plus accruing interest, plus costs and fees.

4. Astra's best estimate of the value of its Real Estate Collateral is $78,000.00.

5. The Debtors' Chapter 13 Plan ("Plan") has not yet been confirmed, but the Debtors provide in their Plan that they will surrender the Real Estate Collateral to Astra. The Debtors are in default on their payments required in relation to the Notes, and the amount necessary to cure any default as of June 29, 2020 was $60,153.08.

6. Upon Astra's information and belief, there are no other parties or entities, other than Debtors, of which Astra is aware who may claim an interest in the Real Estate Collateral.

7. For the above reasons, Astra shall be and is hereby granted relief from the bankruptcy