Subject: RE: Additional Line of Credit

From: Kent Wyatt (Kent.Wyatt@astra.bank)

To: scott.ostermann2@att.net;

Date: Wednesday, November 16, 2016 4:14 PM

I'll call and we can visit about this. The main issue is that when a loc is done, there need to be reductions made on the balance, as the loan is made for the balance to go up and down. Typically these lines you have had, only had advances on them and no pay downs. If this is the case, then a loan that actually is set up with an amortized payout needs to be done.
Kent



The New Chip Card
A smarter, more secure card,
is coming soon!
Click here to find out more.

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

FW: NCK programs

From: scott.ostermann2@att.net

To: dpeters@nckcn.com

Date: Saturday, August 5, 2017, 03:43 AM CDT

Deb

I understand that Kent has been busy; but he doesn't seem to want to change any of their business with us.

I would guess that the other local banks would be the same.

Scott O

Sent from Mail for Windows 10

From: Kent Wyatt
Sent: Friday, November 18, 2016 10:25 AM
To: Scott Ostermann
Subject: RE: NCK programs

I would sure contact Deb Peters, as she is really good with these programs, and I know she can answer any of your questions. Kent

cid:image612fbe.JPG@d952243c.48bf10ac

****** 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.

From: Scott Ostermann [mailto:scott.ostermann2@att.net]
Sent: Friday, November 18, 2016 7:37 AM
To: Kent Wyatt
Subject: NCK programs

Kent

Can we qualify for the attached?

Scott O

Debra Peters
to Scott Ostermann Contracting

Tue, Sep 6 2:09 PM

Funding - Bed & Breakfast

Scott & Christine:

Hello! How did the Trails & Rails go? Did you sell out of sweets?

It was nice to visit with both of you about the above referenced business project.

Our office has several business financing options available to business projects in Abilene. These programs are "gap" financing programs, which means the bank determines how much it is willing to provide, the business provides a down payment (or uses its existing equity in the case of an established business), and these programs try to fill in the "gap" of what is remaining to enable the project to move forward. We help the bank to help its customers - we do not compete with the bank.

Up to $45,000 - Four Rivers Down Payment Assistance Loan Program:
5% fixed, term to match bank, unsecured. 1% closing fee. The loan application to this program is the bank's loan presentation.
http://www.ncrpc.org/services/business/businessfinancing/fourrivers/

Up to $45,000 - StartUp Kansas:
Same terms as match money, i.e. Four Rivers Down Payment Assistance Loan Program, except length of loan limited to 10 years. Special loan application required. 1% application fee/1% closing fee. Timeline needs discussed.
http://www.ncrpc.org/services/business/businessfinancing/startup/

Non-construction items - up to $100,000 or 1/3 of the project cost, whichever is less - NCRPC Revolving Loan Fund:
5% five-year adjustable to Prime, term to match bank, 2nd collateral position. 1% application fee/1% closing fee. Special loan application required.
http://www.ncrpc.org/services/business/businessfinancing/ncrpc/

Please let me know if you have any questions or I can be of further assistance.

Debra J. Peters, EDFP
Business Finance Director
North Central Regional Planning Commission (NCRPC)
109 N. Mill St., P.O. Box 565
Beloit, KS 67420
(785) 738-2218 Beloit
(785) 823-6106 Salina
(785) 738-2185 Fax
dpeters@nckcn.com
www.ncrpc.org/services/business

From: Scott Ostermann
Sent: Monday, September 9, 2019 12:55 PM
To: Scott Ostermann
Subject: Fw: Appointment next week?

----- Forwarded Message -----
From: "scott.ostermann2@att.net" <scott.ostermann2@att.net>
To: Kent Wyatt <kent.wyatt@bankwithastra.com>
Sent: Saturday, August 5, 2017, 03:48:25 AM CDT
Subject: Appointment next week?

Kent

Can we meet to discuss the attached and my plans for liguidating 101 N Cedar?

Thanks Scott O

Sent from Mail for Windows 10

Scott L Ostermann
Christine Ostermann
102 Highland Dr
Abilene KS 67410

Account 204284
Balance 0.00

Date	Description	Amount	Balance	Grp	Org Grp
	RBS Present Reference				
09/05/2017	Advance	1,000.00	19,907.90	1	
	72502591 09/05/2017				
09/15/2017	Prin Pymnt - No Dt	250.00	19,657.90	1	
	72506875 09/15/2017				
09/19/2017	Advance	250.00	19,907.90	1	
	72507716 09/19/2017				
10/27/2017	Interest Payment	193.30	19,907.90	1	
	72502518 10/27/2017				
11/09/2017	Prin Pymnt - No Dt	1,000.00	18,907.90	1	
	75901557 11/09/2017				
11/13/2017	Advance	1,000.00	19,907.90	1	
	72506989 11/13/2017				
11/28/2017	Interest Payment	101.34	19,907.90	1	
	68504226 11/28/2017				
12/14/2017	Rate Change	0.00	19,907.90		
	0	5.9500- 6.4500			
12/14/2017	Rate Change	0.00	19,907.90		
	0	6.4500- 6.2000			
12/19/2017	Rate Change	0.00	19,907.90		
	0	6.2000- 5.9500			
12/19/2017	Rate Change	0.00	19,907.90		
	0	5.9500- 6.2000			
01/02/2018	Interest Payment	100.93	19,907.90	1	
	72520920 01/02/2018				
01/31/2018	Interest Payment	106.28	19,907.90	1	
	71422710 01/31/2018				
02/28/2018	Interest Payment	99.43	19,907.90	1	
	68514592 02/28/2018				
02/28/2018	Auto Closing Payment	19,907.90	0.00	1	
	68514592 02/28/2018				

Paid down RLOC February 28, 2018

Subject: Loan renewal 203972
From: Scott Ostermann (scott.ostermann2@att.net)
To: kent.wyatt@astra.bank;
Date: Monday, March 5, 2018 9:43 AM

Kent

Please update your liens list on our properties; so we know where we're at. Also, let us know how the banks relate our property values, rent etc. with current regulations. Thanks Scott O

Sent from Mail for Windows 10

Attachments

- Astra loan renewal scan.pdf (2.46MB)

Subject: RE: line of credit

From: Kent Wyatt (Kent.Wyatt@astra.bank)

To: scott.ostermann2@att.net;

Date: Monday, March 12, 2018 4:00 PM

Let me think about this. Kent

Internet Email Confidentiality Notice

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From: Scott Ostermann [mailto:scott.ostermann2@att.net]
Sent: Monday, March 12, 2018 12:29 PM
To: Kent Wyatt
Subject: RE: line of credit

Kent,

Sorry; I thought it open until May. What is your suggestion?

Scott

Sent from Mail for Windows 10

From: Kent Wyatt
Sent: Monday, March 12, 2018 10:29 AM
To: Scott Ostermann
Subject: line of credit

Scott when you paid your line of credit off, it closed the account. There are not funds there to advance since it is closed. Kent

Kent P. Wyatt

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From: Kent Wyatt (Kent.Wyatt@astra.bank)

To: scott.ostermann2@att.net;

Date: Monday, March 12, 2018 4:00 PM

Let me think about this. Kent

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Kent P. Wyatt

02/12/23

ASTRA BANK

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$20,000.00	05-31-2017	05-31-2018	204284	1e2 / 2	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 co[illegible] "****" 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
418 NW 3rd
Abilene, KS 67410

Principal Amount: $20,000.00 **Date of Note: May 31, 2017**

PROMISE TO PAY. **Scott L. Ostermann and Christine C. Ostermann ("Borrower") jointly and severally promise to pay to Astra Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty Thousand & 00/100 Dollars ($20,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.**

PAYMENT. **Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on May 31, 2018. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning June 30, 2017, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.**

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Astra Bank Operating Base Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each Day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 6.200% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 0.500 percentage points under the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.700%. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. **Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.**

FREQUENCY AND TIMING OF VARIABLE RATE CHANGES. The rate on this note may change as often as daily beginning June 1, 2017. A change in the rate will take effect on the same day as the rate change date.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a **minimum interest charge of $7.50.** Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Astra Bank, Abilene Location, PO Box 206, 418 NW 3rd , Abilene, KS 67410.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

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

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

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

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

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

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

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

Principal Amount: $20,000.00 **Date of Note: May 31, 2017**

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Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else who is not Lender's salaried employee to help collect this Note if Borrower does not pay. Borrower will be liable for all reasonable costs incurred in the collection of this Note, including but not limited to, court costs, attorneys' fees and collection agency fees, except that such costs of collection shall not include recovery of both attorneys' fees and collection agency fees.

JURY WAIVER. **Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.**

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

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

COLLATERAL. Borrower acknowledges this Note is secured by A Real Estate Mortgage dated September 18, 2013 with Scott L Ostermann and Christine C Ostermann as Grantors in the lien amount of $80,000.00, 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 and a Real Estat[redacted] 2010 with Scott L. Ostermann and Christine C. Ostermann as Grantors in the lien amount of $30,000.00. .

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be re[redacted] writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

PURPOSE. Commercial, RLOC Renewal.

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

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Astra Bank, Abilene Location, PO Box 206, 418 NW 3rd , Abilene, KS 67410.

ADVANCE LIMITIATIONS. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations:

(1) Minimum Advance. Subject to the terms and conditions contained in this Note, advances will be made in the amount of $500.00 or multiples of this amount.
(2) Maximum Frequency. Advances will be made no more frequently than Daily.
(3) Cut-Off Time. Requests for an advance received before 3:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
(4) Disbursement of Advance. On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
(5) Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
(6) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balance and the accrued interest.

FINANCIAL RECORDS. As a condition of you providing this line of credit, I agree to do the following: Maintain books and records of my operations relating to the need for this line of credit; permit you to inspect and/or copy these records; provide you any documentation requested by you which support the reason for making the advance under this line of credit; permit you to make any advance payable to the seller (or the seller and me) of any items being purchased with that advance; provide annual financial statements and income statements and/or copies of tax returns or any other financial information that you deem relevant to this line of credit or any other credit arrangements I may have with you. .

CESSATION OF ADVANCES. Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds under this Agreement or under any other agreement if: (A) Borrower or any Guarantor is in default under the terms of the Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

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

with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; · (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

02/12/23

PURPOSE. Commercial, RLOC Renewal.

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

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Astra Bank, Abilene Location, PO Box 206, 418 NW 3rd , Abilene, KS 67410.

ADVANCE LIMITIATIONS. In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations:

(1) Minimum Advance. Subject to the terms and conditions contained in this Note, advances will be made in the amount of $500.00 or multiples of this amount.
(2) Maximum Frequency. Advances will be made no more frequently than Daily.
(3) Cut-Off Time. Requests for an advance received before 3:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
(4) Disbursement of Advance. On my fulfillment of this Note's terms and conditions, you will disburse the advance in any manner as you and I agree.
(5) Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
(6) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balance and the accrued interest.

FINANCIAL RECORDS. As a condition of you providing this line of credit, I agree to do the following: Maintain books and records of my operations relating to the need for this line of credit; permit you to inspect and/or copy these records; provide you any documentation requested by you which support the reason for making the advance under this line of credit; permit you to make any advance payable to the seller (or the seller and me) of any items being purchased with that advance; provide annual financial statements and income statements and/or copies of tax returns or any other financial information that you deem relevant to this line of credit or any other credit arrangements I may have with you. .

CESSATION OF ADVANCES. Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds under this Agreement or under any other agreement if: (A) Borrower or any Guarantor is in default under the terms of the Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

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

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.**

scott.ostermann2@att.net

From: Scott Ostermann <scottoo7@att.net>
Sent: Monday, September 9, 2019 12:38 PM
To: Scott Ostermann
Subject: Fw: Shivers amortization

—— Forwarded Message ——
From: Kent Wyatt <Kent.Wyatt@astra.bank>
To: Scott O <scottoo7@att.net>
Sent: Friday, June 1, 2018, 10:57:40 AM CDT
Subject: RE: Shivers amortization

I'll be honest haven't had time to get through everything. Will get on this and let you know. Kent

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From: Scott O [mailto:scottoo7@att.net]
Sent: Friday, June 01, 2018 10:05 AM
To: Kent Wyatt
Subject: Shivers amortization

Kent

Where are we on the $60k Shivers amortization?

What do our tax returns reveal?

Thanks

Scott O

Sent from Mail for Windows 10

Sent from Mail for Windows 10

From: Kent Wyatt
Sent: Tuesday, September 18, 2018 8:26 AM
To: Scott Ostermann
Cc: Drew Snitker
Subject: RE: Shivers payoff

Scott I have gone through the loans, and your request. Need to meet with you and cover the request. Let me know when that would work for you. Kent

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From: Scott Ostermann [mailto:scott.ostermann2@att.net]
Sent: Monday, September 17, 2018 12:36 PM
To: Kent Wyatt
Subject: Shivers payoff

Kent

What is going on? I left 2 messages.

Astra already has an $80k lien on 120 NE 14th is there something else?

We anticipate a payment of $420-450 per month; no escrow, $60k, 20 year balloon, .0575. We've paid him $175/mo for 60 mo.

Thanks Scott o

Sent from Mail for Windows 10

scott.ostermann2@att.net

From: Scott Ostermann <scottoo7@att.net>
Sent: Monday, September 9, 2019 12:38 PM
To: Scott Ostermann
Subject: Fw: Shivers amortization

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From: Kent Wyatt <Kent.Wyatt@astra.bank>
To: Scott O <scottoo7@att.net>
Sent: Friday, June 1, 2018, 10:57:40 AM CDT
Subject: RE: Shivers amortization

I'll be honest haven't had time to get through everything. Will get on this and let you know. Kent

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From: Scott O [mailto:scottoo7@att.net]
Sent: Friday, June 01, 2018 10:05 AM
To: Kent Wyatt
Subject: Shivers amortization

Kent

Where are we on the $60k Shivers amortization?

What do our tax returns reveal?

Thanks

Scott O

Sent from Mail for Windows 10

From: Scott Ostermann <scott.ostermann2@att.net>
Sent: Friday, October 05, 2018 10:49 AM
To: Kent Wyatt <Kent.Wyatt@astra.bank>; drew.snitker@astra.bank
Cc: Randy Gassman <gassman@pgh-cpa.com>; director@dkedc.com
Subject: Too much time and money invested in Abilene Real estate

Hi folks
Please review the attachments for accuracy. Since p g h started doing our taxes ; I don't know where all the expenses are entered on which forms for 102 Highland. I used the depreciation schedules, form 1065 for exhibit K.
As advertised in the reflector this week; we have 2 commercial properties listed on loopnet.com and 207 NE 14th on Zillow.com.

Loopnet has an impressive platform that includes links and attachments.
I'd prefer not to sell 14th street; but Astra bank has us over a barrel. Selling 101 N Cedar is a priority.

This attachment includes the receipt from the County treasurer. This receipt shows that I paid more property tax in one day than my neighbor, Mike Teasley has paid since 2011. The taxpayers are going to end up with 604 S Cedar. We have approval and intend to file a tax protest as we did in 2015; to no avail.

This is also a rollout for my new youtube channel, "badfayth". The screenmemos, however imperfect, illustrate how to use the links on my website, www.ostermann-reno.com.

Our intention is to qualify turning the standard 25 cents on the dollar deductions into 100 percent loss deductions. The documentation supports loss due to incompetence, discrimination, fraud, and corruption.

Thanks Scott O

Sent from Mail for Windows 10

From: Drew Snitker
Sent: Thursday, October 11, 2018 11:23 AM
To: Scott Ostermann
Cc: Kent Wyatt
Subject: RE: Too much time and money invested in Abilene Real estate

Scott,
Astra Bank never said we wouldn't help fund the payment to Mr. Shivers. We are still in the process of analyzing the information. I thought we were clear after you left the meeting last week.

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From: Scott Ostermann [mailto:scott.ostermann2@att.net]
Sent: Thursday, October 11, 2018 11:17 AM
To: Kent Wyatt; Drew Snitker
Cc: director@dkedc.com
Subject: FW: Too much time and money invested in Abilene Real estate

Sent from Mail for Windows 10

From: Scott Ostermann
Sent: Thursday, October 11, 2018 11:05 AM
To: Randy Gassman
Subject: RE: Too much time and money invested in Abilene Real estate

Thanks Randy

There is a revised Exhibit K attached, which addresses my questions re Form 1065. The additional Exhibit D.3 which only includes liens on 4 commercial properties.
I see that Chuck Scott is an MBA; maybe he can explain how one starts with equity, pays down principal, invests time and money in improvements, and ends up with $251K in lost equity?

New Exhibit D.3 raises questions why Astra won't cover my balloon payment to Ron Shivers due Sept. 15, 2018, after they held it in escrow for 5 years. Ron Shivers (120)and the Haynes family (102)should be applauded for selling their properties for an amount we could work with, when so many other blight/neglect owners won't.

From: Scott Ostermann
Sent: Tuesday, October 23, 2018 8:17 AM
To: drew.snitker@astra.bank
Subject: shivers payoff

Drew
If you guys aren't going to do anything about your customer, Ron Shivers; we need to know why and how you can tie up our property at 120 NE 14th street. We paid off any loans there, as agreed, with no connection to any other property.
I'm not aware of any legal reason you can tie our property up because of your loan committee, bank regulators, or changed practices.
Please explain to us, in writing, what happened to the $200k equity we started with, in 2011.
Thanks Scott O

Sent from Mail for Windows 10

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

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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

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STATE OF KANSAS, DICKINSON COUNTY
Karen J. Freeman, Register of Deeds
Book: M352 Page: 816-822
Receipt #: 253904
Mortgage #: 2013-585
Pages Recorded: 7
Cashier Initials: JF
Recording Fee: $32.00
Registration Tax: $208.00
Mortgage Amt: $80,000.00
Authorized By
Date Recorded: 9/18/2013 12:27:43 PM

RECORDATION REQUESTED BY:
Astra Bank, Abilene Location, 418 NW 3rd , PO Box 206, Abilene, KS 67410

WHEN RECORDED MAIL TO:
Astra Bank, Abilene Location, 418 NW 3rd , PO Box 206, Abilene, KS 67410

SEND TAX NOTICES TO:
Astra Bank, Abilene Location, 418 NW 3rd , PO Box 206, Abilene, KS 67410

FOR RECORDER'S USE ONLY

ASTRA BANK

########00000074509182013

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time $80,000.00.

THIS MORTGAGE dated September 18, 2013, is made and executed between Scott L Ostermann and Christine C Ostermann; Husband and Wife (referred to below as "Grantor") and Astra Bank, whose address is 418 NW 3rd , PO Box 206, Abilene, KS 67410 (referred to below as "Lender").

GRANT OF MORTGAGE. **For valuable consideration, Grantor** mortgages and warrants to Lender the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Dickinson County, State of Kansas:**

**A PART OF LOT 10, BLOCK 1, KUNEY AND HODGE'S ADDITION TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 200.0 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 10;
THENCE SOUTH 190.0 FEET;
THENCE EAST 128.0 FEET;
THENCE NORTH 190.0 FEET;
THENCE WEST 128.0 FEET TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 11.0 FEET THEREOF.**

The Real Property or its address is commonly known as 120 NE 14th Street, Abilene, KS 67410.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate $80,000.00.

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

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

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

MORTGAGE (Continued)

Loan No: 203566

with the exploration, development and production of crude oil, fly ash, bottom ash, slag and flue emissions, and cement kiln dust.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

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

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

Note. The word "Note" means the promissory note dated September 18, 2013, **in the original principal amount of $46,754.81** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is September 18, 2016.

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

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

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

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

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

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

GRANTOR:

X Scott L. Ostermann
Scott L Ostermann

X Christine C Ostermann
Christine C Ostermann

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kansas)
) SS
COUNTY OF Dickinson)

On this 18th day of September, 2013, before me, the undersigned officer, personally appeared **Scott L Ostermann and Christine C Ostermann, Husband and Wife**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Mortgage and acknowledged that they executed the same for the ~~purposes~~ therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

By _____ **Residing at** _____

Notary Public in and for the State of KS **My appointment expires** August 16, 2015

NOTARY PUBLIC - State of Kansas
KENT P. WYATT
My Appt. Exp. 8/16/2015

LASER PRO Lending, Ver. 13.2.20.010 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - KS C:\harland\CFI\LPL\G03.FC TR-6660 PR-6

From: Scott Ostermann
Sent: Wednesday, October 24, 2018 9:28 AM
To: Kent Wyatt
Cc: Drew Snitker
Subject: RE: loan questions

Kent and Drew,

Again, your replies, as representatives of Astra Bank, fail to answer any of the questions we ask, in a qualified manner.

Did we not have at least 20 percent equity in the loans you originally made (Exhibit K) ? Where did that equity go?

When and why did the $118K in principal payments we've made (Exhibit D.3), become irrelevant to Astra Bank's loan ratios?

Where do we benefit by providing accurate tax returns and information?

When and why did Astra Bank subordinate Ron Shivers "contract loan agreement" , which Astra Bank held in escrow, to Astra Bank loans on other Ostermann properties ?
Kent refers to this as cross-collateralization (loan 204627)? Please provide the documents where you outlined Ostermann's obligation to Astra instead of Shivers, at 120 NE 14th Street.
The extra lien on 101 N Cedar (loan 203972, 02/26/15) is specifically recorded on 207 NE 14th at the Dickinson County Courthouse.
This is not the first time Kent Wyatt has stonewalled and been misleading.

The Ostermann's have sought relief/refinancing from lenders since 2017; have met every obligation to Astra Bank in "good faith"; and have repeatedly sought
Astra Bank's position concerning our credit standing and availability. All the while, maintaining our properties to the highest practical levels.(Exhibit K)

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

RE: loan questions

From: Scott Ostermann (scott.ostermann2@att.net)

To: Kent.Wyatt@astra.bank; chris@englehouse.com

Cc: drew.snitker@astra.bank; kyle.campbell@astra.bank

Date: Thursday, October 25, 2018, 11:00 AM CDT

Hi Kent

Thanks for the kind words and for offering "help in any way possible" to obtain new financing.

On October 23, you wrote that you have nearly completed your calculations; what did these calculations reveal? We'd like a written explanation.

On October 1, we paid up all property taxes due on 101 N Cedar. I'm not sure how we can offer any more disclosures regarding that neighborhood.

Our attempt to minimize the losses on the mortgaged loan due Astra Bank; appears futile, and just costs us more money.

On September 19, we agreed to appraisals on 14th street; what happened to that? On that day you stated that your loan committee would

not approve the Shivers note, which Astra has had "in escrow for his/our account", for 5 years. We'd like a written explanation why they disapprove.

If you can, please be specific, disclose our financial shortcomings, in a general sense, as we'll *portray our* damaged financial positions to be a direct result of the First and Cedar fraud, etc.;

as we've financed that battle completely on our own. The renewal period for CMB licensing is fast approaching; I intend to close the Tavern down and call out the attorneys that perpetuated the situation.

We're applying for a Heritage Grant again to fix our porch, due Thursday, Nov. 1. Not really sure what we would need to meet about, if you satisfy the above requests.

Thanks Scott Ostermann

sent from Mail for Windows 10

From: Kent Wyatt
Sent: Wednesday, October 24, 2018 3:37 PM
To: Scott Ostermann; chris@englehouse.com
Cc: Drew Snitker; Kyle A. Campbell
Subject: RE: loan questions

From: Scott Ostermann
Sent: Tuesday, October 23, 2018 8:17 AM
To: drew.snitker@astra.bank
Subject: shivers payoff

Drew
If you guys aren't going to do anything about your customer, Ron Shivers; we need to know why and how you can tie up our property at 120 NE 14th street. We paid off any loans there, as agreed, with no connection to any other property.
I'm not aware of any legal reason you can tie our property up because of your loan committee, bank regulators, or changed practices.
Please explain to us, in writing, what happened to the $200k equity we started with, in 2011.

Thanks Scott O

Sent from Mail for Windows 10

10/31/2018

Scott Chris Ostermann
Mortgage Analysis
Cash Flow
10/31/2018

Exhibit D.3 **updated without 102 Highland Dr**

	201 NE 14th	207 NE 14th	120 NE 14th	101 N Cedar	Astra LOC	
Astra Assessment	$ 52,790	$ 84,880	$ 107,330	$ 40,190		$ 285,190
Moderate Mkt Value	$ 90,000	$ 95,000	$ 110,000	$ 42,000		$ 337,000
appraisal increase	$ 37,210	$ 10,120	$ 2,670	$ -		$ 50,000
Original loan	$ 87,500	$ 88,419	$ 64,161	$ 68,356		$ 308,436
P & C Insurance Amt	$120k +	$100k +	Tenant	$100k +		
Mortgage Balance	**$ (65,361)**	**$ (63,943)**	**$ -**	**$ (59,368)**	**$ -**	**$ (190,072)**
Astra Liens	**$ 70,000**	**$ 112,000**	**$ 80,000**	**$ 30,000**		**$ 292,000**
					extra lien	**$ 101,928**

		Loan no.	Loan date
	Review Attached Comm Security Agreement	203972	2/26/2015
		204627	3/1/2018
	Collateral Description		Review date
Item 2	Lien includes amounts for 207 NE 14th, lots sold in 2010, and balance of 101 N. Cedar		
	207 NE 14th RE mortgage attached, $112000		26-May-17
Item 3	Astra lien $30000, 101 N Cedar		26-May-17
Item 4	70000 lien on 201 NE 14th		26-May-17
Item 5	Currently $132000 plus $92000 recorded liens on 102 Highland		26-May-17
Item 6	Astra lien $80000 has not been released. 120 NE 14th		26-May-17

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From: Scott Ostermann [mailto:scott.ostermann2@att.net]
Sent: Tuesday, November 06, 2018 8:12 AM
To: Kent Wyatt
Cc: Drew Snitker
Subject: Shivers loan

Hi folks

I visited Ron Shivers yesterday; he's not very good.

I've attached a couple spreadsheets that could be more in line with your assessments.

In no case are you going to loan us into bankruptcy.

Thanks Scott O

Sent from Mail for Windows 10

shivers

From: Scott Ostermann (scott.ostermann2@att.net)

To: drew.snitker@astra.bank; Kent.Wyatt@astra.bank

Date: Monday, November 26, 2018, 10:37 AM CST

Ron called me from the hospital Tues. afternoon; asking about his loan payment. I said we should know something next week; he said he probably won't make it to next week.

Ron died Friday, as you know.

Now what?

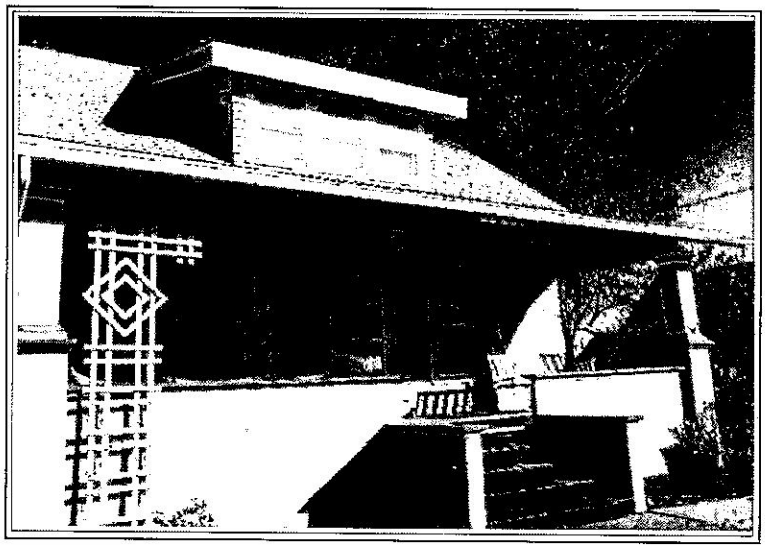
Scott O

Sent from Mail for Windows 10

Kilkenny Appraisal Service
P.O Box 632 Abilene, Kansas

Ostermann
File No. 5623

APPRAISAL OF



LOCATED AT:

207 NE 14th Street
Abilene, KS 67410

FOR:

Astra Bank
207 Eagle Drive
Abilene, KS, 67410

BORROWER:

Scott & Christine Ostermann

AS OF:

November 14, 2018

BY:

Donna A Spillane
Kilkenny Appraisal Service

(785) 263-3870

mailed to Astra, Nov 25, 2018. $110,000 appraisal

Kilkenny Appraisal Service
P.O Box 632 Abilene, Kansas

Ostermann
File No. 5623

November 25, 2018

No AMC
Astra Bank
207 Eagle Drive
Abilene, KS, 67410

File Number: 5623

In accordance with your request, I have appraised the real property at:

207 NE 14th Street
Abilene, KS 67410

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of November 14, 2018 is:

$110,000
One Hundred Ten Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Donna A Spillane
Kilkenny Appraisal Service

Kilkenny Appraisal Service
P.O Box 632 Abilene, Kansas

********* INVOICE *********

File Number: 5623

November 25, 2018

Astra Bank
207 Eagle Drive
Abilene, KS 67410

Borrower : Scott & Christine Ostermann

Invoice # : 5623
Order Date : 11/09/2018
Reference/Case # : Ostermann
PO Number :

Uniform Residential Appraisal Report For:

207 NE 14th Street
Abilene, KS 67410

Invoice Amount	$	450.00
	$	
Invoice Total	$	450.00
State Sales Tax @	$	0.00
Deposit	($	)
Deposit	($	)
Amount Due	$	450.00

Terms: Due Upon Receipt. 1.5% Monthly Interest To Balance Over 30 Days Past Due.

Please Make Check Payable To:

Kilkenny Appraisal Service
P.O. Box 632
Abilene, KS 67410

Fed. I.D. #: Available Upon Request.

Thank you for the opportunity to be of service to you.

02/12/23

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	1e2 / 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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extend to January

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

Expenses 2003-2018
Form 1040 Schedules CE

Exhibit B summary of Sched C & E

1	2	3	4	5	6	7	8	9	10	11	12
#	year	wc/contr.	Insurance	Interest	Repairs	Property Taxes	utilities	legal expenses	depreciable expenses	Rental Income	Net Loss
	2003		$ 529	$ 1,043	$ 3,940	$ 780	$ 387		$ -	unrentable	$ 6,679
1	2004		$ 622	$ 1,941	$ 5,589	$ 686	$ 943			"	$ 9,781
2	2005		$ 452	$ 1,875	$ 900	$ 668	$ 1,205	$ 1,000	$ 2,031	"	$ 8,131
3	2006		$ 603	$ 2,739	$ 2,447	$ 747	$ 1,131	$ 211		"	$ 7,878
subtotal			**$ 2,206**	**$ 7,598**	**$ 12,876**	**$ 2,881**	**$ 3,666**	**$ 1,211**	**$ 2,031**		**$ 32,469**
4	2007		$ 760	$ 3,372	$ 1,739	$ 379	$ 1,395	$ 3,891		"	$ 11,536
5	2008		$ 745	$ 2,947	$ 2,120	$ 815	$ 1,519	$ 17,572		"	$ 25,718
6	2009	$ 745	$ 505	$ 2,244	$ 1,395	$ 1,085	$ 1,480	$ 9,233		"	$ 16,687
7	2010	$ 900	$ 853	$ 2,567	$ 2,912	$ 1,883	$ 1,396	$ 14,017		unrentable	$ 24,528
subtotal		**$ 1,645**	**$ 5,069**	**$ 18,728**	**$ 21,042**	**$ 7,043**	**$ 9,456**	**$ 45,924**	**$ 2,031**		**$ 110,938**
8	2011	$ 745	$ 439	$ 3,077	$ 692	$ 1,400	$ 1,016	$ 159	$ 14,626	$ (5,300)	$ 16,854
9	2012	$ 1,805	$ 625	$ 4,000	$ 1,163	$ 983	$ 1,145	$ 957	$ 4,208	$ (5,950)	$ 8,936
10	2013	$ 668	$ 652	$ 3,244	$ 3,692	$ 500	$ 1,629	$ 1,381		$ (3,675)	$ 8,091
	subotal	**$ 4,863**	**$ 6,785**	**$ 29,049**	**$ 26,589**	**$ 9,926**	**$ 13,246**	**$ 48,421**	**$ 20,865**	$ (14,925)	**$ 144,819**
11	2014		$ 538	$ 3,470	$ 174		$ 872			$ (5,449)	$ (395)
12	2015		$ 944	$ 3,563		$ 2,233				$ (5,400)	$ 1,340
	subotal	**$ 4,863**	**$ 8,267**	**$ 36,082**	**$ 26,763**	**$ 12,159**	**$ 14,118**	**$ 48,421**	**$ 20,865**	$ (25,774)	**$ 145,764**
13	2016	$ 305	$ 795	$ 3,502	$ 1,298	$ 601	$ 644		$ 4,503	$ (3,300)	$ 8,348
14	2017	$ 450	$ 1,041	$ 3,158	$ 212	0	$ 1,948	$ 1,450			$ 8,259
15	2018		$ 1,055	$ 3,152	$ 833	$ 6,726	$ 3,089	$ 213		$ (3,300)	$ 11,768
Totals		**$ 5,618**	**$ 11,158**	**$ 45,894**	**$ 29,106**	**$ 19,486**	**$ 19,799**	**$ 50,084**	**$ 25,368**	**$ (32,374)**	**$ 174,139**
										Loss on 1st street lots	$ 4,200
											$ 178,339

2011	$ 68,356	Astra loan **202873**	Jan	$ (59,291)	Astra loan balance **204627**	
	$ (59,291)	Jan 1 2019	2019	$ 35,689	Net proceeds to Astra on closing	
	$ 9,065	pcpl paid 2011-18		$ (23,602)	Net loan Loss on short sale	
	$ 54,474	repairs and iimprovements		$ (114,541)	paid expenses lost on sale	
	$ 45,924	2005-2010 legal expenses		$ (138,143)	total Loss on 101 N Cedar sale	
	$ 5,078	2016-18 Property taxes, paid October, 2018		$ (900)	bank deduction for 2 appraisals	
	$ 114,541	paid expenses before 101 sale	Net	$ (139,043)	$ (33,316)	Astra interest 2011-2019

RE: 102 Highland Appraisal

From: Kent Wyatt (Kent.Wyatt@astra.bank)

To: scott.ostermann2@att.net

Date: Thursday, January 3, 2019 03:03 PM CST

In a meeting in Chapman now. I have one printed and on my desk. Will get it to you tomorrow.

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From: Scott Ostermann [mailto:scott.ostermann2@att.net]
Sent: Thursday, January 03, 2019 3:02 PM
To: Kent Wyatt
Subject: RE: 102 Highland Appraisal

When can we get a copy?

Scott O

Sent from Mail for Windows 10

From: Kent Wyatt
Sent: Thursday, January 3, 2019 1:43 PM
To: Scott Ostermann
Cc: Drew Snitker
Subject: RE: 102 Highland Appraisal

I do have the appraisal. It came in at $260.000.00. The original appraisal that I had in the file from Donna Spillane was for $275,000.00. I do have a copy of the new appraisal for you. Will get through figures now. Kent

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

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.

Response

From: Kyle A. Campbell (kyle.campbell@astra.bank)

To: scott.ostermann2@att.net

Cc: Kent.Wyatt@astra.bank

Date: Monday, August 26, 2019, 05:13 PM CDT

Scott,

This email is in response to your email regarding a request for accuracy of documents dated August 22, 2019.

At my request, Kent Wyatt reviewed the documents you provided and solicited input from a former loan officer of Astra Bank, Drew Snitker. A copy of Kent's summary resulting from this request is attached. Included with Kent's summary is the memo you authored with reference numbering notations made by Kent Wyatt; these notations were made for ease of reference between the two documents.

I have discussed Kent Wyatt's summary with him and believe that the following are findings of his review.

- To the extent that other entities outside of Astra Bank are referenced in your memo, we are not in a position to speak to the accuracy of statements made about, or attributed to, these entities. A request regarding accuracy such statements is one that should be made of those entities, as Astra Bank cannot speak to this, nor will it engage in speculation as to the accuracy of such statements.
- The referenced Shivers/Ostermann loan is a loan to which Astra Bank was not a party. You acknowledge this in your memo ("... the deal was between us."), yet you appear to criticize Astra Bank for not providing you with information on a loan to which it was not a party. It would appear your request for is better directed on a party involved in the loan transaction.
- At all times in its dealings with you, Astra Bank acted appropriately in ensuring its actions complied with all regulatory requirements for lending in a safe and sound manner. During the course of Astra Bank's relationship with you, numerous factors have changed from 2010 to the current point in time. These factors include, but are not limited to, amount of debt owned by you and your affiliated entities, amount of income or cash flow, and property valuations. With each proposed transaction, we are statutorily required to ensure that the standards of the of the proposed loans will meet regulatory requirements for lending in a safe and sound manner. This was done in accordance with standard Astra Bank processes.
- Confidentiality is a subject that is constantly stressed with Astra Bank team members. Astra Bank does not share any personal or sensitive information that is entrusted to Astra Bank by its customers with anyone else. So while it is true that Tim Holm is a personal friend of Kent Wyatt's, and Tim Holm bought a property you referenced, it is also very true that Kent Wyatt did not share any information with Tim Holm that would have influenced any aspect of this purchase transaction. In fact, my conversation with Kent Wyatt indicates that he did not even know that Tim Holm had purchased the property until after the purchase agreement had been reached.

In summary, Astra Bank finds that it has conducted itself according all of the loan agreements which you have signed. As such, it would appear that all of the concerns that you have raised in your memo fall into one of two categories: 1.) concerns with Astra Bank that are directly addressed in Kent's summary; or 2.) concerns with another entity which Astra Bank is not in a position to address for obvious reasons.

Thank you for allowing us to address this matter and bring it to a close.

Sincerely,

Kyle A. Campbell, President & CEO

Deep Roots. Deeper Commitment.

Phone: (785) 263-1112

Fax: (785) 263-1584

Please consider the environment before printing this e-mail.

Ostermann Response 20190826.pdf
180.4kB

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

appraisals done. The costs of the appraisals were covered with the Ostermann's before any appraisals were ordered. Scott kept saying get the appraisals ordered, and they were.

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

CONFIDENTIALITY: This e-mail message and any attachment thereto is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the recipient of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail communication in error, please notify us immediately by sending a reply e-mail message to the sender. Thank you.

Woner, Reeder & Girard, P.A. is a debt collector. This may be an attempt to collect a debt. Any information obtained will be used for that purpose.

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

ELECTRONICALLY FILED
2020 Dec 28 PM 1:45
CLERK OF THE DICKINSON COUNTY
CASE NUMBER: DK-2020-CV-000078
PII COMPLIANT

PREPARED BY:
Timothy H. Girard, #13747
WONER, REEDER & GIRARD, P.A.
5611 S.W. Barrington Court South
P.O. Box 67689
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girard@wrglaw.com
Attorneys for Astra Bank

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS
CIVIL DIVISION

ASTRA BANK, Plaintiff, v. SCOTT L. OSTERMANN; CHRISTINE C. OSTERMANN; JOHN DOE (UNKNOWN TENANT/OCCUPANT); JANE DOE (UNKNOWN TENANT/OCCUPANT); and BOARD OF COUNTY COMMISSIONERS OF DICKINSON COUNTY, KANSAS, Defendants.	Case No. DK-2020-CV-000078 Title to Property Involved

MOTION TO EXTINGUISH
DEFENDANT OWNERS' REDEMPTION RIGHTS

COMES NOW, Astra Bank ("Astra"), by and through its attorneys, Woner, Reeder & Girard, P.A., and pursuant to K.S.A. §60-2414(a), moves the Court for an Order extinguishing the redemption rights of the defendant owners of the real estate being foreclosed in the above-captioned case. In support of its Motion to Extinguish Defendant Owners' Redemption Rights ("Motion"), Astra states:

1. On September 24, 2020, Astra filed a Petition to foreclose its mortgage in the following described real estate:

> Lots 21, 22 and 23, EXCEPT the South 10.0 feet of said Lots, and EXCEPT the West 5.0 feet of said Lot 23, Block D, Geauque and Brenneman's Subdivision of the Southwest Quarter of the Southeast Quarter of Section 9, Township 13 South, Range 2 East of the 6th P.M., in the City of Abilene, Dickinson County, Kansas ("Property").

2. Scott L. Ostermann ("Scott") and Christine C. Ostermann ("Christine"), defendant owners of the Property, filed a voluntary Petition under 11 U.S.C. Chapter 13 on June 29, 2020, in the United States Bankruptcy Court, District of Kansas. In their bankruptcy plan, Scott and Christine provided that they would surrender the Property to Astra. The Bankruptcy Court confirmed Scott and Christine's bankruptcy plan on September 23, 2020. Astra obtained an order of stay relief in the bankruptcy case on September 11, 2020 that pertains to the Property. Astra is entitled to proceed against Scott and Christine and the Property and rents therefrom on an *in rem* basis.

3. Scott and Christine were properly served with summons and a copy of the Petition, and they defaulted herein.

4. Upon information and belief, Scott and Christine have abandoned the Property and/or are not occupying the Property in good faith. An Affidavit to that effect of Kent P. Wyatt, of Astra Bank, is attached to this Motion and incorporated herein by this reference.

5. Pursuant to K.S.A. §60-2414(a), notice of Astra's Motion and the accompanying Notice of Hearing filed with the Motion are hereby given to Scott and Christine, at their last known address, for *in rem* purposes only.

6. Defendant Board of County Commissioners of Dickinson County, Kansas, the only party other than Astra appearing herein, has no objection to Astra's request to extinguish the owner redemption rights in the Property.

7. Astra respectfully requests this Motion be heard at the motion docket on January 20, 2021, at 9:00 a.m.

WHEREFORE, pursuant to K.S.A. §60-2414(a), Astra Bank prays the Court for an order extinguishing the redemption rights of defendant owners Scott L. Ostermann and Christine C. Ostermann; and for such other and further relief as the Court deems just and equitable.

/s/ Timothy H. Girard
Timothy H. Girard # 13747
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
Attorneys for Astra Bank

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of December, 2020, I electronically filed this Motion using the Kansas Judicial Electronic Filing system, which sent a copy of the Motion to all parties of interest participating in the system, namely:

Doug Thompson
Attorney for Board of County Commissioners of Dickinson County, Kansas
(through the Dickinson County filing system)

I further certify that I caused a copy of this Motion to be deposited in the United States mail, first class and properly addressed to:

Scott L. Ostermann
102 Highland Drive
Abilene, KS 67410

Christine C. Ostermann
102 Highland Drive
Abilene, KS 67410

and a Chambers copy to:

The Honorable Ryan W. Rosauer
Geary County Courthouse
138 E. 8th St.
Junction City, KS 66441

/s/ Timothy H. Girard
Timothy H. Girard, # 13747

IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS
CIVIL DIVISION

ASTRA BANK, Plaintiff, v. SCOTT L. OSTERMANN; CHRISTINE C. OSTERMANN; JOHN DOE (UNKNOWN TENANT/OCCUPANT); JANE DOE (UNKNOWN TENANT/OCCUPANT); and BOARD OF COUNTY COMMISSIONERS OF DICKINSON COUNTY, KANSAS, Defendants.	)	Case No. DK-2020-CV-000078 Title to Real Estate Involved

AFFIDAVIT

STATE OF KANSAS)
) ss.
COUNTY OF DICKINSON)

Kent P. Wyatt, being first duly sworn, upon his oath, deposes and states:

1. I am Market President, VP RRE of Astra Bank, the plaintiff in the above-captioned case, and make this Affidavit for the purpose of providing information to the District Court of Dickinson County, Kansas, based upon my personal knowledge, with respect to the real estate involved in this case and legally described as follows:

> Lots 21, 22 and 23, EXCEPT the South 10.0 feet of said Lots, and EXCEPT the West 5.0 feet of said Lot 23, Block D, Geauque and Brenneman's Subdivision of the Southwest Quarter of the Southeast Quarter of Section 9, Township 13 South, Range 2 East of the 6th P.M., in the City of Abilene, Dickinson County, Kansas ("Property").

2. On November 23, 2020 and on December 28, 2020, I inspected the Property and determined that Scott L. Ostermann ("Scott") and Christine C. Ostermann ("Christine") do not reside

at the Property. Scott and Christine are not maintaining the Property. Scott and Christine are not paying the utilities at the Property. Scott and Christine have not paid real estate taxes on the Property due December 20, 2020. Scott and Christine filed a Chapter 13 bankruptcy case on June 29, 2020, and in their bankruptcy plan, they provided that they would surrender the Property to Astra Bank. The Bankruptcy Court confirmed Scott and Christine's bankruptcy plan on September 23, 2020. Astra Bank obtained an order of stay relief in the bankruptcy case on September 11, 2020 that pertains to the Property. Based on this information and knowledge, I have personal knowledge the Property has been abandoned and/or is not occupied in good faith by Scott and Christine.

3. Further affiant saith not.

Kent P. Wyatt, Market President, VP RRE, Astra Bank

Subscribed and sworn to before me this 28th day of December, 2020.

Notary Public

My Appointment Expires: 2-1-22

NOTARY PUBLIC - State of Kansas
RHONDA WILSON
My Appt. Exp. 2-1-22

	Form 1065	Ch 13 properties Sched C E					
Purchase date	April 2016	Sept 2013	Nov 2010	June 2010	August 2011		
	102 Highland Dr	120 E 14th	201 NE 14th	207 NE 14th	101 N Cedar	ch 13	102 pcpl balance
Astra financed purchase amt	$ 223,500	$ 104,603	$ 87,250	$88,419	$68,356	$ 572,128	$ 207,691
Astra down payment	$ 19,994	$ 16,000	$ 4,124	->->->	->->->	->->-> =	$ 40,118
Astra pcpl amounts paid by 06/29/2020	$ 15,810	$ 104,603	$ 57,283	$ 29,391	$ 11,151	$ (218,238)	
					Loans balance	$ 353,890	June 2020
paid Schedule improvement expenses other than Astra							
Shivers interest		$ 11,200					
Neil interest / legal		$ 7,500			$11,713	$45,924	$ 76,337	
Tax Form, Schedule repairs	$ 40,086	$ 8,073	$ 10,605		$12,533	$29,106	$ 100,403	
Depr improves	$ 123,101	$ 6,778	$ 4,463		$7,008	$25,368	$ 166,718	ch 13 properties
Ch 13 Property subtotals	$ 163,187	$ 33,551	$ 15,068	$ 31,254	$ 100,398	**$ 343,458**	**Subtotal 1**

			Astra principal paid on loans ch 13 above	$ 218,238	
			102, 201 and120 down pmts above	$ 40,118	
		$ 17,359	102 Highland pcpl 2021-24		
subtotal 1	repairs improves	$ 343,458	Astra Interest pmts 2010-2020 ch 13	$ 130,489	1098s
subtotal 2	pmts to Astra	$ 591,745	102 Highland iterest 2015-20	$ 56,700	1098s
see page 2 subtotal 3	Paid Astra RLOCs	$ 144,804	Astra ch 13 paid open loans balance	$ 146,200	2020-21
		$ 1,080,007	**subTotal 2, paid 5 properties**	**$ 591,745**	Astra Bank ch 13
subtotal 4 reno property escrow		$ 95,593	paid Astra RLOCs	**$ 144,804**	**subtotal 3 page 2**
See page 3 Total 100%		$ 1,175,600	Astra Total	$ 736,549	
principal and interest paid direct to Astra		$ (736,549)			
paid to others for materials, services, escrow		$ 439,051	outstanding RLOC amortized 2016	$ (50,213)	app 3
			$15259 included from 101 on RLOC in 2016	$ (40,743)	app 3
total renovations	**$ 1,175,600**	**100%**	financing for improvements	**$ (90,956)**	**amortized RLOCs**
paid Astra Bank	**$ 736,549**	**62.7%**	Ch 13 properties Insurance and property taxes	$ 60,595	1098s
Zero interest card offers	**$ 45,137**	**3.8%**	102 Highland escrow	$ 34,998	$ 35,984
Other banks, materials, contractors	**$ 393,914**	**33.5%**	Total escrow	**$ 95,593**	**subtotal 4**

page two — Signed RLOC loan obligations to pay for improvements , paid receipts, paid the loan.

X 2	101 improvement expenses		$ (5,264)	202874 RLOC net balance transferred to 204253 2016			
X 2	Improvement expenses		$ (34,771)	paydowns Astra RLOCs	not on tax schedules		
X 2	Improvement expenses		$ (71,386)	Paid Astra RLOCs	not on tax schedules		
Astra paid RLOCs		subtotal	$ (111,421)	Improvements paid twice			
paid 2015 203987	$ 46,340		$ (10,478)	#202452	in Basis	2010 1st street lots sale	201 NE 14
paid 2015 204153	$ 5,138		$ (19,913)	#202616	in Basis	Improvements on 202616	201 NE 14
paid 2018 204284	$ 19,908		$ (2,992)	#202507	in Basis	Improvements on 202507	207 NE 14
	$ 71,386	**subtotal 3**	**$ (144,804)**	Paid improvements then Paid Astra		see page 1	

Paydowns

paid 2010	202616		$ 3,215						
paid 2012	202874	-15259	$ 9,500		Loan	amortized, consolidated to 102 Highland			
Paid 2013	203567	15259	$ 9,995	$ 5,264	203987	$ 50,213	RLOC		
paid 2015	203920	see 204253	$ 6,769		203567	$ 40,743	RLOC	$ 15,259	from 101 N Cedar
paid 2017	204284		$ 5,292		203920	$ 125,230	original 102 Highland 2014		
203920 loan history shows $4815 pcpl paid			$ 34,771		204253	$ 216,186	102 Highland 2016		

other private interest			ch 13 properties	201 NE 14th	207 NE 14th	101 N Cedar	Totals
Ron S	$ 11,200	2013-2018		202616	202507	204627	
Neil O	$ 7,500	2019	original loan amounts	$ 87,250	$ 88,419	$ 68,356	$ 244,025
	$ 18,700		paid improves in loans x 2	$22,904	$0	$23,073	$45,977
Astra mtg interest 4 properties			balance June 2020	$ (29,967)	$ (59,028)	$ (57,205)	$ (146,200)
Other Bank interest			additional improves	$15,068	$19,541	$31,401	$66,010
Solomon	Forms 1098		Astra interest	$42,898	$44,751	$33,316	$120,965
State	$ 13,192	2003-2008	allocate to proper loan	-$35,689		$35,689	$0
UMB	$ 5,536	2008-2010	subtotals	$102,464	$93,683	$134,630	$330,777
UMB	$ 6,046	2011-2015	net sale amounts ch 13	$ (66,215)	$ (81,620)	$ 1,635	$ (146,200)
	$ 24,774		Subtotal net loss on sale	$ (36,249)	$ (12,063)	$ (136,265)	$ (184,577)

paid escrow for Astra ch 13 collateral	$ (95,593)
paid legal for 101 N Cedar Astra collateral	$ (50,084)
Amount needed to breakeven for Astra Bank collateral	**$ (330,254)**