

**FARMERS-MERCHANTS BANK
AND TRUST COMPANY**

15TH JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO. 20224437 E

**RPJ HOSPITALITY LLC,
JHANSI R BALLA, HEMANTH K
BALLA and KSHIPPRAPRASSAD
H KRINDINTI**

LAFAYETTE PARISH, LOUISIANA

=====

VERIFIED PETITION FOR EXECUTORY PROCESS

The petition of FARMERS-MERCHANTS BANK AND TRUST COMPANY,
a Louisiana banking corporation domiciled and doing business in St. Martin Parish,
Louisiana, with respect represents:

1.

That defendant, RPJ HOSPITALITY LLC is a Louisiana limited liability
company -81-4604382 domiciled in Lafayette Parish Louisiana, 100 Teal Lane Unit
#24, Lafayette, Louisiana, 70507 through their registered agent RAVI DAGGULA.

2.

That defendant, JHANSI R BALLA (xxx-xx-8467; Date of Birth – 08/10/75)
is a resident of and domiciled in Austin, Texas at 8509 Sweetness Lane, Austin,
Texas, 78750.

That defendant, HEMANTH K BALLA (xxx-xx-0731; Date of Birth- 08/25/71)
is a resident of and domiciled in Austin, Texas at 8509 Sweetness Lane, Austin,
Texas, 78750.

That defendant, KSHIPPRAPRASAD KRINDINTI (xxx-xx-8818) Date of
Birth-5/29/75) is a resident of and domiciled in Houston, Texas at 661 Bering Drive,
Unit 606, Houston, Texas, 77057

3.

The real estate to be seized is situated in Lafayette Parish, Louisiana.

4.

Petitioner is the holder and owner for valuable consideration before maturity of a promissory note ("Note") executed by defendant, RPJ HOSPITALITY LLC dated June 28, 2017, in the principal amount of \$758, 202.63, bearing interest at the rate of 5.15 percent per annum from June 28, 2017, until paid, said Note being payable to the order of Farmers-Merchants Bank and Trust Company on demand and if no demand, in full on June 28, 2022 of the principal and all accrued interest due and payable, all as shown by the original of said Note which is attached hereto and made part hereof.

5.

Said Note further provides that the holder has the right and option of insisting on immediate payment of the Note upon the maker's failure to make the payments under the Note in accordance with the Note's payment schedule.

6.

Said Note further provides that if a suit is instituted to enforce the collection of the Note, the maker obligates itself to pay reasonable attorney's fees in an amount not in excess of 25 percent of the principal balance due on the loan.

7.

That the payment due on February 5, 2022 has not been paid and by the terms of the note, petitioner declared the unpaid balance of the note immediately due and payable.

8.

The Note is secured by a Multiple Indebtedness Mortgage executed by RPJ HOSPITALITY LLC in authentic form, dated June 28, 2017 and recorded July 6, 2017 under Entry No. 2017-000026891 where the said RPJ HOSPITALITY LLC granted to Farmers-Merchants Bank and Trust Company a mortgage on the following described properties, to-wit:

SEE BELOW PROPERTY DESCRIPTIONS

RPJ HOSPITALITY LLC

DATED June 28, 2017

PROPERTY A:

That certain lot or parcel of ground, together with all buildings and improvements thereon erected and thereto belonging, and all right of ways, privileges, servitudes, passages, appurtenances, rights, ways, possessions, prescriptions and advantages thereto belonging and appertaining, located in the City of Lafayette, Parish of Lafayette, having a front of One Hundred Eighty-five (185') feet, more or less, along North Sterling Street, by a depth between parallel lines of Three Hundred Fifty-five (355') feet, more or less, being bounded, now or formerly, on the North by Mudd Avenue, South by property of Givens and Bell, their successors or assigns, East by property of Frank Stewart or assigns and property of Galen Black or assigns, and West by North Sterling Street, all as more fully shown on a Plat of Survey recorded under Act No. 1993-5647 of the records of Lafayette Parish, Louisiana, and having such measurements and dimensions as are more fully shown on said Plat of Survey.

Being a portion the same property acquired by RPJ Hospitality, LLC, from St. Martin Bank & Trust, Co., by Cash Sale recorded January 6, 2017, under Act No. 2017-990, as acquired by St. Martin Bank & Trust Co., from Coerte A. Voorhies, Jr., by Dation En Paiement, recorded 09/12/2016, under Act No. 2016-34384, as acquired by Act of Credit Sale from Kenneth F. Bowen et ux., recorded 01/02/1986, under Act No. 1986-075 of the records of Lafayette, Louisiana.

The municipal address of the above described property is 338 N. Sterling Street, Lafayette, Louisiana 70501-4926.

PROPERTY B:

1) That certain lot or ground, together with all buildings and improvements thereon erected and thereto belonging, and all right of ways, privileges, servitudes, passages, appurtenances, rights, ways, possessions, prescriptions and advantages thereto belonging and appertaining, situated in the Parish of Lafayette, Louisiana, having a width East and West between parallel lines of Sixty-six (66') feet, by a depth North and South between parallel lines of Sixty (60') feet and being bounded now or formerly as follows: North and East by property of Lyle Givens Williams, or assigns, South by property of Mattie Givens Belle, or assigns, and West by property of Louise Givens Clegg, or assigns. The said lot being more fully shown between the letters F, G, I and J on the plat of survey of Fred L. Colomb, dated November 17, 1953, a copy of which is attached to and made a part of Act No. 29529. For derivation of title see Acts #295290, 424579 and 616967 of the records of the Lafayette Parish Clerk of Court's office, Lafayette, Louisiana.

2) That certain parcel of ground, together with all buildings and improvements thereon erected and thereto belonging, and all right of ways, privileges, servitudes, passages, appurtenances, rights, ways, possessions, prescriptions and advantages thereto belonging and appertaining, situated in the City of Lafayette, Louisiana, measuring Sixty (60') front on Moss Street by a depth of One Hundred and Fifty (150') feet and being bonded now or formerly as follows: North by Givens Jr., or assigns, East by Moss Street, and West by property of Louise Givens Clegg, or assigns. For derivation of title see Acts #140472, 424579 and 616967 of the Lafayette Parish Clerk of Court's office, Lafayette, Louisiana.

shown on a plat of survey filed on record in Suit No. 44092 of the same suit record.

3) That certain parcel of ground, together with all buildings and improvements thereon erected and thereto belonging, and all right of ways, privileges, servitudes, passages, appurtenances, rights, ways, possessions, prescriptions and advantages thereto belonging and appertaining, situated in the City of Lafayette, Louisiana, measuring Ten (10') feet front on Moss Street, by a depth of Two Hundred and Thirty-three (233') feet and being bounded now or formerly as follows: North by property of Louise Lyle Givens Williams, East by Moss Street and West by property of Catherine Givens Holmes. For derivation of title see Acts #140471, 424579 and 616967 of the records of the Lafayette Parish Clerk of Court's office, Lafayette, Louisiana. LESS AND EXCEPT: That certain portion of land expropriated by the State of Louisiana, through the Department of Highways under Act #541075 as shown on plat of survey in Suit No. 44092, of the same said records.

4) That certain parcel of ground, together with all buildings and improvements thereon erected and thereto belonging, and all right of ways, privileges, servitudes, passages, appurtenances, rights, ways, possessions, prescriptions and advantages thereto belonging and appertaining, situated in the City of Lafayette, Louisiana, measuring Seventy-five (75') feet running North and South by a depth of Two Hundred and thirty-three (233') feet running East and West and bounded now or formerly as follows: North by property of Mrs. Martha T. Greig, or land of J.C. Nickerson, or assigns and West by property of John S. Givens, or assigns being the same property acquired by Louise Lyle Givens by Act No. 55335. For derivation of title see Acts #55335 of the records of the Lafayette Parish Clerk of Court's office, Lafayette, Louisiana, LESS AND EXCEPT: that parcel of ground donated to the City of Lafayette by Louise Lyle Givens by Act No. 73466; and LESS AND EXCEPT: that parcel of ground expropriated by the State of Louisiana, through the Department of Highways under Act #540515 as shown on plat of Survey in Suit No. 43973, all of the records of the Lafayette Parish Clerk of Court, Lafayette, Louisiana.

Being a portion of the same property acquired by RPJ Hospitality, LLC, from Karl Edward Voorhies by Cash Sale recorded February 27, 2017, under Act No. 2017-8269, as acquired by Cash Sale recorded April 15, 1996, under Act No. 1996-13099 of the records of Lafayette Parish, Louisiana.

The municipal address of the above described property is 211 Moss Street, Lafayette, Louisiana 70501.

PROPERTY C:

1) That certain lot or ground, together with all buildings and improvements thereon erected and thereto belonging, and all right of ways, privileges, servitudes, passages, appurtenances, rights, ways, possessions, prescriptions and advantages thereto belonging and appertaining, located in Lafayette Parish, Louisiana, measuring Twenty-four (24') in width on its North and South boundaries by Eighty-three (83') feet in length on its East and West boundaries and being bounded now or formerly as follows: North and East by other property of Coerte Voorhies, et ux, South by property of J.C. Nickerson, et al, and or successors or assigns and West by other property of Richard Dudley Chappuis, III. Said parcel of ground being a portion of a tract of land originally measuring Thirty-six (36') feet by Eighty-three (83') feet as shown on a plat of survey filed of record in the Clerk of Court's office, Lafayette, Louisiana.

2) That certain parcel of ground, together with all buildings and improvements thereon erected and thereto belonging, and all right of ways, privileges, servitudes, passages, appurtenances, rights, ways, possessions, prescriptions and advantages thereto belonging and appertaining, situated in the City of Lafayette, Louisiana, measuring One Hundred and Six (106') feet front on Moss Street by a depth in parallel lines of One Hundred Fifty (150') feet, and being bounded now or formerly as follows: North by land of Mrs. Louise L. Givens, wife of Dave Williams, and/or her successors or assigns;



Street and West by land of Mrs. Louise Givens, wife of Baxter Clegg, and/or her successors or assigns:

LESS AND EXCEPT: A certain tract or parcel of land comprising an area of 1,431.00 square feet, together with all rights, ways, servitudes, privileges and advantages thereunto belonging or anywise appertaining, situated in that certain tract of land acquired by Anna Catherine Belle Goettee by a Judgment of Possession rendered in the matter entitled Succession of Joseph M. Bell, Docket #7992, filed of record under COB T-19, at Page 597, Entry No. 277874, identified as Parcel No. 2-6 on the Right of Way map dated March 1967, made by Domingue, Szabo and Associates, Inc., Consulting Engineers for State Project No. 828-05-054, City of Lafayette Project A-10, Moss Street in Lafayette, (Jefferson Boulevard to East Alexander Street) Route LA 728-1, Lafayette Parish, Louisiana, said tract or parcel of land being more particularly described in accordance with said map as follows.

Parcel No. 2-6: Begin at a point located 135.89 feet south 84 degrees 49 minutes 30 seconds East from an iron pipe marking the Southwest corner of that certain tract of land acquired by Mattie Givens Belle from John S. Givens, Jr., by Act dated May 7, 1940, and recorded in COB C-14, at page 145 of the Conveyance Records of Lafayette Parish, Louisiana, as measured along the Southerly boundary line of said tract; thence from the Point of Beginning proceed South 84 degrees 49 minutes 30 seconds East along the said Southerly boundary line a distance of 13.07 feet to a point in the Westerly limits of the existing right of way of Moss Street and the Southeast corner of Vendor's property; thence proceed North 9 degrees 33 minutes 29 seconds East along the Westerly limits of the existing right of way of Moss Street a distance of 105.20 feet to a point in the Northeast corner of Vendor's property; thence proceed North 84 degrees 24 minutes 00 seconds West along the Northerly boundary line of Vendor's property a distance of 14.19 feet to a point of beginning; thence proceed South 8 degrees 56 minutes 52 seconds West a distance of 105.22 feet to the POINT OF BEGINNING.

3) That certain "L" shaped parcel of land situated in the City of Lafayette, Louisiana, starting at a point on the division line between property of Lyle Givens Williams and Mattie Givens Belle 150 feet West from Moss Street; thence Westerly for a distance of Sixty-six (66'); thence Southerly for a distance of Twenty-two (22') feet; thence Easterly for a distance of Thirty-six (36") feet; thence Southerly for a distance of Eighty-three (83') feet; thence Easterly for a distance of thirty (30') feet; thence Northerly for a distance of One Hundred Five (105') feet to the point of beginning; said parcel of land being bounded North by property of Lyle Givens Williams, Easterly by other property belonging to Mattie Givens Belle, Southerly by property of J.C. Nickerson, et al, his successors or assigns, in part and in part by property of Thomas H. Givens, and in part by property of Louise G. Clegg, her successors and assigns, all as more fully shown within the letters U, S, N, M, I & J on a plat of survey prepared by Fred L. Colombo, dated November 17, 1953, attached to and filed with Act of Cash Sale from Louise Givens to Mattie Givens, dated November 17, 1953, under Entry No. 275289 of the Lafayette Parish Clerk of Court's Office, Lafayette, Louisiana.

Being a portion of the same property acquired by RPH Hospitality, LLC, from Coerte A. Voorhies, Jr., et ux, by Cash Sale recorded February 2, 2017, under Act No. 2017-8270, as acquired by Cash Sale recorded December 8, 1999, under Act No. 1999-50320, as acquired by November 8, 1999, under Act No. 1999-46334 of the records of Lafayette Parish, Louisiana.

The municipal address of the above described property is 209 Moss Street, Lafayette, Louisiana 70501.

Said Multiple Indebtedness Mortgage is recorded in the Mortgage Records of the Lafayette Parish Clerk of Court under Entry No. 2017-00026891 on July 6, 2017.

10.

In said Multiple Indebtedness Mortgage, RPJ HOSPITALITY LLC granted a special mortgage under the pact de non alienando and confessed judgment upon said Note and consented that, if the same was not paid in accordance with the terms and stipulations of said act, the mortgaged property might be seized and sold by executory process, for cash and without benefit of appraisal; that said mortgage further provides that in the event there be any default therein stipulated then at the option of the holder thereof, all sums payable there under shall become immediately and ipso facto due and payable in full; all of which is more fully shown by said mortgage.

11.

In said Multiple Indebtedness Mortgage, the said mortgagors expressly waived the benefit of appraisal and any demand for payment provided for by Louisiana law.

12.

Despite petitioner's repeated amicable demands, the said Note remains unpaid with a total unpaid principal balance due of \$711,299.97, plus interest thereon at the rate of 5.15 percent per annum from August 16, 2022, until paid, accrued and unpaid interest due from February 5, 2022 until August 16, 2022 of \$6,033.93, late charges/fees of \$2,706.52, reasonable attorney's fees in an amount not in excess of 25 percent of the principal balance due on the loan and all costs of suit.

13.

The Note and Multiple Indebtedness Mortgage were executed by RPJ HOSPITALITY LLC through its Registered Agent, Ravi Daggula who had the authority to act for RPJ HOSPITALITY LLC by virtue of a Limited Liability Company Business Loan Agreement certified by the company's Managing Member on June

28, 2017. A copy of the Business Loan Agreement is attached hereto and made a part hereof.

14.

JHANSI R BALLA, HEMANTH K BALLA AND KSHIPPRAPRASAD H KRINDITI all executed Commercial Guaranty Agreements dated June 28, 2017, guaranteeing the payment in full of the Note, including interest, court costs and attorney's fees. The copies of the Continuing Guaranties are attached hereto and made a part hereof.

15.

The original Note, certified copy of the Multiple Indebtedness Mortgage, Business Loan Agreement and copies of the Commercial Guaranty are attached hereto and made a part hereof.

In addition, the debtors signed three Change in Terms Agreement, dated June 27, 2018, April 20, 2020 and September 24, 2020. All three Change in Terms are attached hereto.

16.

The signatures on the Note, Multiple Indebtedness Mortgage, Business Loan Agreement and Guaranties are genuine to the best of petitioner's knowledge, information and belief.

17.

To the best of petitioner's knowledge, information and belief, KSHIPPRAPRASAD H KRINDINTI on behalf of RPJ HOSPITALITY LLC had the authority and capacity to grant to petitioner a security interest in the property described in the Multiple Indebtedness Mortgage.

18.

Defendants, JHANSI R BALLA, HEMANTH K BALLA and KSHIPPRAPRASAD H KRINDINTI are not in the military service and are not entitled to any of the protections afforded military personnel under the Servicemembers' Civil Relief Act.

WHEREFORE, premises and annexed documents considered, petitioner prays that an Order of Executory Process be issued herein and for a Writ of Seizure and Sale to be issued herein immediately, directed to the **Sheriff of Lafayette Parish**, to seize, and after due advertisements, delays, requisites, and formalities to sell the property described below, according to law, for cash and with benefit of appraisal, to pay and satisfy the claim of petitioner in the principal sum of \$711,299.97, plus interest thereon at the rate of 5.15 percent per annum from August 16, 2022, until paid, accrued and unpaid interest due from February 5, 2022 until August 16, 2022 of \$6,033.93, late charges/fees of \$2,706.52, reasonable attorney's fees in an amount not in excess of 25 percent of the principal balance due on the loan and all costs of suit.

The property to be seized and sold by the Lafayette Parish Sheriff's Office is described as follows, to-wit:

SEE ATTACHED PROPERTY DESCRIPTIONS

~~Respectfully submitted,~~

L. Jay Angelle Jr.
Bar Roll No. 22231
Attorney for Petitioner
P.O. Box 910
Breaux Bridge, LA 70517
(337) 442-1479

Please Serve Defendants:
RPJ Hospitality LLC
Through its Registered Agent for Service of Process

Ravi Daggula
100 Teal Lane Unit 24
Lafayette, La 70507

or

Please serve Defendants through court appointed attorney.
Out of state defendants

1. JHANSI R BALLA
2. HEMANTH K BALLA
3. KSHIPPRASAD H. KRINDINTI

338
W. Sterling St.
Le Foch

Constructive Seizure
Property Address:

1. 338 N. Sterling St.
Lafayette, La

2. 211 Moss St
Lafayette, La

3. 209 Moss St.
Lafayette, La

FARMERS-MERCHANTS BANK
AND TRUST COMPANY

15TH JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO. 20224437 E

RPJ HOSPITALITY, LLC,
JHANSI R. BALLA, HEMANTH
K. BALLA and KSHIPPRASAD
KRINDINTI

LAFAYETTE PARISH, LOUISIANA

=====

VERIFICATION

STATE OF LOUISIANA
PARISH OF ST. MARTIN

Before me, the undersigned Notary Public, personally came and appeared FARMERS-MERCHANTS BANK AND TRUST COMPANY, through its Senior Vice President, MARK SIBLEY, who upon being duly sworn did declare:

That he is a Senior Vice President of Farmers-Merchants Bank and Trust Company.

That he has read the allegations of fact contained in the foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

That he is familiar with the \$758,202.63 promissory note at issue herein, and that the present amount due and owing on this promissory note is \$711,299.97, plus interest thereon at the rate of 5.15 percent per annum from August 16, 2022 until paid, accrued and unpaid interest due from February 5, 2022 until August 16, 2022, of \$6,033.93, late charges/fees of \$2,706.52, reasonable attorney's fees in an amount not in excess of 25 percent of the principal balance due on the loan and all costs of suit, all as set forth in the petition of Farmers-Merchants Bank and Trust Company in this legal proceeding.

Affiant further states that after a complete review of the documents contained in the files of the above referenced account, there is no indication that defendants, JHANSI R BALLA, HEMANTH K BALLA, and KSHIPPRAPRASAD KRINDINTI, are in the military service of the United States or any if its allies.

Farmers-Merchants Bank and Trust Co.

By: Mark Sibley, Sr. Vice President

Sworn to and subscribed before me this 14 day of Aug, 2022.

[Signature]
Notary Public

L. J. [Signature]