

ID: 24590806

PIN: bNx D7j II

Claim #319 Date Filed: 7/30/2019

United States Bankruptcy Court for the: Eastern District of Texas

Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)

- CFO Management Holdings, LLC (Case No. 19-40426)
- Frisco Wade Crossing Development Partners, LLC (Case No. 19-40427)
- McKinney Executive Suites at Crescent Parc Development Partners, LLC (Case No. 19-40428)
- Double Droptine Ranch LLC (Case No. 19-40429)
- North-Forty Development LLC (Case No. 19-40430)
- Christian Custom Homes, LLC (Case No. 19-40431)
- Carter Family Office, LLC (Case No. 19-40432)
- West Main Station Development, LLC (Case No. 19-40433)
- Kingswood Development Partners, LLC (Case No. 19-40434)

# Official Form 410 Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

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

Fill in all the information about the claim as of the date the case was filed.

## Part 1: Identify the Claim

NameID: 13645566

1. Who is the current creditor? Russell Bernard Adams, Sr and Beverly Anne Adams  
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Russell Bernard Adams, Sr and Beverly Anne Adams</u> <u>P. O. Box 2862</u> <u>Cleburn, TX 76033</u>	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____

Address \_\_\_\_\_  
Contact phone \_\_\_\_\_  
Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one): \_\_\_\_\_

4. Does this claim amend one already filed?  No CHANGES  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Originally Filed  
Filed on 10 27 2017  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? WE DID, PER ATTACHED DOCUMENTS

RECEIVED  
JUL 30 2019

KURTZMAN CARSON CONSULTANTS



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

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 19-40426 CASE #

7. How much is the claim? \$ 100,000.00 Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. \$100,000.00 in U.S. currency

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property. Nature of property:  Real estate: If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.  Motor vehicle  Other. Describe: \_\_\_\_\_ Basis for perfection: \_\_\_\_\_ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ \_\_\_\_\_ Amount of the claim that is secured: \$ \_\_\_\_\_ Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

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JUL 30 2019

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Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_ Annual Interest Rate (when case was filed) \_\_\_\_\_ %  Fixed  Variable

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

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



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

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_
- Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

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

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

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

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

Executed on date 07/23/2019  
MM/DD/YYYY

Russell Bernard Adams Sr  
Signature

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

Name RUSSELL BERNARD ADAMS - SR  
First name Middle name Last name

Title PRIVATE  
INVESTOR WITH BEVERLY ANNE ADAMS

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

Address P.O. Box 2862  
Number Street

CLEARBURN TX 76033 USA  
City State ZIP Code Country

Contact phone 817-774-7035 Email SR.BEV13.FAC@Yahoo.com  
903-279-3089

RECEIVED  
JUL 30 2019

KURTZMAN CARSON CONSULTANTS



3-12-19

COPY

Fill in this information to identify the case:

Debtor NORTH FORTY DEVELOPMENT LLL

United States Bankruptcy Court for the: EMERALD District of TEXAS

Case number 19-40426-341

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

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

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

RUSSELL BERNARD ADAMS, SR + BEVERLY ANNE ADAMS  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor BERNARD ADAMS

2. Has this claim been acquired from someone else?

No

Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

BERNARD + BEVERLY ADAMS  
Name

← SAME  
Name

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

P.O. Box 2862  
Number Street

Number Street

CLEBURNE TX 76033  
City State ZIP Code

City State ZIP Code

Contact phone 817-774-7035  
903-278-3089

Contact phone \_\_\_\_\_

Contact email SRBEV43FNL@yahoo.com

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
-----

4. Does this claim amend one already filed?

No NO CHANGES

Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on 10-27-2017  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No

Yes. Who made the earlier filing? WE DID

PER ATTACHED DOCUMENTS

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

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

7. How much is the claim? \$ 100,000.00 Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

\$ 100,000.00 INVESTED

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
Nature of property:  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_%

Fixed  
 Variable

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

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

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

No  
 Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_
- Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

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

**Part 3: Sign Below**

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

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

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

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

Executed on date 3-12-19  
MM / DD / YYYY

  
 \_\_\_\_\_  
 Signature

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

Name RUSSELL BERNARD ADAMS - Sr  
First name Middle name Last name

Title PRIVATE INVESTOR WITH BEVERLY ANNE ADAMS

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

Address P.O. BOX 2862  
Number Street

CLEBUCKE TX 76093  
City State ZIP Code

Contact phone 817-714-7035 Email SRBEV43PAC@yahoo.com  
903-279-3089

RE: In re CFO Management Holdings, LLC, et al., Case No. 19-40426 - 341 Notices, Utilities  
Motions, Hearing Notice

From: Joseph Bunning (JBunning@kccllc.com)

To: srbev43fnc@yahoo.com

Cc: CFOMgmtInfo@kccllc.com

Date: Monday, March 11, 2019, 2:19 PM CDT

Hello,

Our records do not show you have filed a claim with KCC in this Chapter 11 case.

You are welcome to file a claim now if you believe you have one or to protect your rights. The general deadline to file claims in this case is June 17, 2019. Additionally, you may wish to seek the advice of your attorney.

Unfortunately, at this time we have not been provided any information regarding the status or amount of recovery for any claim or interest.

Link to form: [Proof\(s\) of Claim](#)

Location to File Proof(s) of Claim:

United States Bankruptcy Court

Eastern District of Texas

660 North Central Expressway

Suite 300B

Plano, TX 75074

T: 972-509-1240

<https://www.txeb.uscourts.gov>

Please file proof(s) of claim, if any, via US Mail or other hand delivery system. Facsimile and other electronic delivery methods are not acceptable. You must file an originally executed proof of claim. If you would like a copy of your claim returned to you as proof of receipt, please enclose an additional copy and a self-addressed postage-paid envelope.

Regards,

Joe

Joseph Bunning

KCC

2335 Alaska Avenue

El Segundo, CA 90245

310-751-1793

jbunning@kccllc.com

**From:** Bernard Adams [mailto:srbev43fnc@yahoo.com]

**Sent:** Sunday, March 10, 2019 12:00 PM

**To:** Heather Montgomery

**Subject:** Re: In re CFO Management Holdings, LLC, et al., Case No. 19-40426 - 341 Notices, Utilities Motions, Hearing Notice

Since we filed a claim many months ago & our names appear on the North Forty creditors list, do we need to file another claim?

On Friday, March 8, 2019, 7:08:12 PM CST, Heather Montgomery <hmontgomery@kccllc.com> wrote:

Please find links below to the following important documents recently filed in the bankruptcy proceedings of CFO Management Holdings, LLC, et al., Case No. 19-40426 (United States Bankruptcy Court, Eastern District of Texas):

- **[Notice of Meeting of Creditors \(Case No. 19-40426; CFO Management Holdings, LLC\)](#)**
  
- **[Notice of Meeting of Creditors \(Case No. 19-40427, Frisco Wade Crossing Development Partners, LLC\)](#)**
  
- **[Notice of Meeting of Creditors \(Case No. 19-40428, McKinney Executive Suites at Crescent Parc Development Partners, LLC\)](#)**
  
- **[Notice of Meeting of Creditors \(Case No. 19-40429, Double Droptine Ranch, LLC\)](#)**



**THIS NOTICE OF AGREEMENT & ACKNOWLEDGEMENT WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), NOR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND HAS BEEN TAKEN FOR CONTRIBUTION PURPOSES ONLY. IT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN AUTHORIZATION FROM THE GENERAL MANAGER OF NORTH FORTY DEVELOPMENT, LLC (COMPANY).**

FOR VALUE RECEIVED, party hereby agrees to invest principal amount of \$ 100,000.00 to North Forty Development, LLC, and, in accordance with the terms below, hereby unconditionally promises to pay to the order of North Forty Development, LLC in lawful money of the United States of America, the principal sum of ONE HUNDRED THOUSAND dollars (\$100,000.00) (the "Principal Amount"). Simple interest shall accrue from the funding date of the principal amount on the principal at a rate equal to nine percent (9%) per annum.

**1. Repayment**

Principal shall become due **24 months** from the funding date. Eight (8) simple interest-only payments will be issued on the outstanding Principal Amount. Interest earnings shall be paid on a quarterly basis by the first day of the second month of each calendar quarter. This rate equals nine percent (9%) per annum.

Principal shall become due **12 months** from the funding date. No interest is paid until principal is due. This is paid at a rate of nine percent (9%) per annum.

All earnings shall be made in lawful money of the United States of America. Said earnings shall be credited first to interest then due and payable and the remainder applied to principal. North Forty Development, LLC may prepay the Principal Amount, in whole or in part, without premium or penalty, and without prior written notice.

**2. Successors and Assigns; Assignment.** The provisions of this Agreement & Acknowledgement shall take effect, to the benefit of and be binding on any successor to North Forty Development, LLC and shall extend to any holder hereof. In event of death of Holder, a new contract for the same Principal Amount and Interest will be issued to, and registered in the name(s) of the Beneficiary(s), for duration of original contract.

**3. Officers and Directors Not Liable.** No Member, General Manager, Officer, Employee, affiliate or family member of North Forty Development, LLC and/or its affiliates, shall be liable for any amounts due or payable pursuant to this Agreement & Acknowledgement, and make no representations, warranties, or other guarantees, regarding future real estate market conditions.

**4. Governing Law.** This agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, constructed, and interpreted in accordance with the laws of the State of Texas, without giving effect to principals of conflicts of law.

**5. Notices.** Any notice required or permitted to be given hereunder shall be in effect upon receipt by the Holder at the address shown below, or at such other location as indicated subsequently by one party to the other by written notice.

**6. Amendments and Waivers.** Any term of this Agreement & Acknowledgement may be amended only with the written consent of both of the parties hereto.


**Bernard & Beverly Adams**  
PO Box 2862  
Cleburne, TX 76033

3982

88-699/1119

3-3-2016

Pay to the order of NORTH FORTY DEVELOPMENT LLL \$ 100,000<sup>00</sup>

ONE HUNDRED THOUSAND + NO/100 Dollars  Security features are included. Details on back.

**First State Bank Grandview**  
PO Box 449  
Grandview, TX 76050

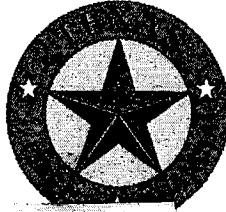
For Real Estate INVESTMENT  
 Beverly Adams MP



For Deposit Only  
Acct#   
TEXAS CASH COV INVESTMENT  
2016-03-11 10:52

59

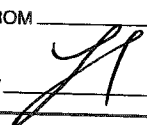
Please keep these copies for your records.  
Thank you,



Texas First Financial  
5300 Town & Country Blvd, Suite 190  
Frisco, TX 75034  
1-866-590-2555  
Fax 817-590-2528  
www.Texas1stFinancial.com

5300 Town & Country Blvd., Ste. 190, Frisco, Texas 75034  
972-570-4444 or 866-590-2555 | www.Texas1stFinancial.com

RECEIPT

DATE	3-3-2014	No.	151967
RECEIVED FROM	Bernard & Beverly Adams		\$100,000.00
	One hundred thousand		DOLLARS
<input type="radio"/> FOR RENT			
<input checked="" type="radio"/> FOR	North Forty Development		
ACCOUNT	#3982	<input type="radio"/> CASH	
PAYMENT		<input type="radio"/> MONEY ORDER	FROM _____ TO _____
BAL. DUE		<input checked="" type="radio"/> CHECK	BY 
		<input type="radio"/> CREDIT CARD	

1182

7. **Maturity and renewal.** This agreement will automatically renew at the end of the term set forth for a like term, under the provisions of the most recently revised contract, unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. Upon maturity, through written request, principal and interest will be repaid in full in lawful money of the United States of America.

8. **30-Day Cancellation.** Either party has 30 days to cancel this agreement and must be in written request only. North Forty Development, LLC, at the board's direction, reserves the right to defer principal payment up to 90 days, with interest, without causing default, under this agreement, if excess withdrawals are deemed to threaten the liquidity resources of the company.

9. All assets received are received in good faith to protect the interest of Holders, the companies, and all interested parties with prejudice as to all rights reserved and are protected by appropriate deeds of trust.

This Agreement & Acknowledgement is dated effective by and between the parties hereto as of

MARCH 03, 2016 (signature date).

MARCH 04, 2016 (funding date).

North Forty Development, LLC:

By: **Bob Guess**

*Bob Guess*

Address: 5300 Town & Country Blvd. #190

Frisco, TX 75034

Signed: *x* *Russell Bernard Adams*

*x* *Beverly A. Adams*

Print: RUSSELL BERNARD ADAMS

Beverly A. Adams

Address: P.O. Box 2862

CLEBURNE, TX 76033

Initial: *RA* I approve to have my interest delivered via ACH to the account used to fund this investment.