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SHIRLEY E. FAUST, CLERK
By *Kennedy*
Deputy

10 MONTANA FOURTH JUDICIAL DISTRICT COURT, MISSOULA COUNTY

11 WAKEFIELD KENNEDY LLC, a
12 Washington Limited Liability
13 Company,

14 Plaintiff,

15 v.

16 GREEN INVESTMENT GROUP,
17 INC., an Illinois Corporation,
18 M2GREEN REDEVELOPMENT,
19 LLC, an Illinois Limited Liability
20 Company, THE UNITED STATES
21 ENVIRONMENTAL PROTECTION
22 AGENCY, REGION 8, ON BEHALF
23 OF THE UNITED STATES,
24 NEWFIELDS COMPANIES, LLC
25 AND BURKE ELECTRIC LLC,

26 Defendants.

Dept No. 5
Cause No. DV-19-217

Shane Vannatta

COMPLAINT TO FORECLOSE REAL PROPERTY

COMES NOW Plaintiff Wakefield Kennedy, LLC, by and through
counsel, and for its Complaint to Foreclose Real Property states as follows:

I.

Plaintiff Wakefield Kennedy LLC is a Washington limited liability
company authorized to do business in the State of Montana.

COMPLAINT TO FORECLOSE REAL PROPERTY - 1

1 II.

2 Defendant Green Investment Group, Inc. is an Illinois corporation.

3 III.

4 Defendant M2Green Redevelopment, LLC is an Illinois limited liability
5 company authorized to do business in the State of Montana.

6 IV.

7 Plaintiff loaned Defendant Green Investment Group, Inc.
8 \$29,000,000.00 on or about April 29, 2011. The loan was evidenced by a
9 Promissory Note and other related loan and security documents. A copy of
10 the Promissory Note is attached as Exhibit "A," and is by reference
11 incorporated herein. The Promissory Note subsequently was amended by
12 Amendment to Terms of Promissory Note dated April 29, 2011. A copy of
13 the Amendment to Terms of Promissory Note is attached as Exhibit "B,"
14 and is by reference incorporated herein. Defendant M2Green
15 Redevelopment, LLC pledged its Montana real property as a portion of the
16 collateral for the loan from Plaintiff to Defendant Green Investment Group,
17 Inc.

18 V.

19 The Promissory Note was secured by a Mortgage on real property
20 owned by Defendant M2Green Redevelopment, LLC. The Mortgage was
21 dated April 29, 2011, and was recorded May 4, 2011, in Book 877 of Micro
22 at Page 170, as Document No. 201107355, records of the Missoula
23 County Clerk and Recorder. A copy of the Mortgage is attached as Exhibit
24 "C," and is by reference incorporated herein.

1 VI.

2 The Mortgage encumbered certain real property located in Missoula
3 County, Montana, as described in the Mortgage. Since the date of the
4 Mortgage, several new Certificates of Survey have been completed
5 involving property encumbered by the Mortgage, and some properties have
6 been sold and released from the Mortgage. The Mortgage currently
7 encumbers the real property identified on the attached Exhibit "D," which
8 Exhibit is by reference incorporated herein.

9 VII.

10 Defendant Green Investment Group, Inc. is in default in the
11 performance of its obligations under the terms of the loan and security
12 documents with Plaintiff as a result of its failure to make the required
13 payments and to perform other borrower obligations identified in the
14 Promissory Note and other loan and security documents.

15 VIII.

16 Pursuant to the terms of the Promissory Note, other loan and security
17 documents, and the Mortgage, Plaintiff now is entitled to demand the full
18 balance owing on the loan. As of February 18, 2019, the current balance
19 owing on the loan (principal, interest and fees), was \$60,907,367.71.
20 Interest continues to accrue on the loan at a rate of \$33,599.43 per day.

21 IX.

22 Plaintiff also is entitled to foreclose its Mortgage security interest on
23 the real property described on the attached Exhibit "D."

24 X.

25 Pursuant to the terms of the Promissory Note, the other loan and

1 security documents, and the Mortgage, Plaintiff is entitled to obtain
2 judgment against Defendant Green Investment Group, Inc. for all amounts
3 remaining owing on the loan and to foreclose its security interest in
4 Defendant M2Green Redevelopment's real property identified on the
5 attached Exhibit "D."

6 XI.

7 Defendant The United States Environmental Protection Agency,
8 Region 8, on behalf of the United States, has an interest in the above-
9 described real property by virtue of a Notice of Federal Lien filed against
10 the real property. The Notice of Federal Lien was recorded April 7, 2016,
11 in Book 959 of Micro at Page 728, as Document No. 201605100, records
12 of the Missoula County Clerk and Recorder. This Federal Lien is inferior to
13 and subject to the Mortgage security interest of Plaintiff Wakefield Kennedy
14 LLC.

15 XII.

16 Defendant NewFields Companies, LLC has an interest in the above-
17 described real property by virtue of a Construction Lien filed against the
18 real property. The Construction Lien was recorded May 17, 2017, in Book
19 978 of Micro at Page 1228, as Document No. 201708370, records of the
20 Missoula County Clerk and Recorder. This Construction Lien is inferior to
21 and subject to the Mortgage security interest of Plaintiff Wakefield Kennedy
22 LLC.

23 XIII.

24 Defendant Burke Electric LLC has an interest in the above-described
25 real property by virtue of a Construction Lien filed against the real property.

1 The Construction Lien was recorded September 6, 2018, in Book 1002 of
2 Micro at Page 899, as Document No. 201816083, records of the Missoula
3 County Clerk and Recorder. This Construction Lien is inferior to and
4 subject to the Mortgage security interest of Plaintiff Wakefield Kennedy
5 LLC.

6 WHEREFORE, Plaintiff prays for relief as follows:

7 1. For Judgment in favor of Plaintiff and against Defendant Green
8 Investment Group, Inc. for all amounts owing on the Promissory Note,
9 including all principal, accrued interest, late charges, attorneys fees and
10 other fees and expenses;

11 2. For a Court Order determining that Plaintiff's Mortgage is a first-
12 position security interest, superior to any right, title, claim, lien or interest of
13 any person claiming by, through, or under Defendants;

14 3. That Plaintiff's Mortgage described above be foreclosed, that the
15 real property that is the subject of the Mortgage be sold in accordance with
16 and in the manner provided by Montana law, and that Plaintiff be permitted
17 to be a purchaser at such sale, with the net proceeds of such sale to first
18 apply toward the payment of the costs of the sale, then toward the payment
19 of Plaintiff's judgment;

20 4. That the Court enter an Order, Judgment or Decree to provide
21 that, after the sale of the real property, all right, title, claim or interest of
22 Defendant M2Green Redevelopment, LLC, and of every person claiming
23 by, through or under Defendant M2Green Redevelopment, LLC in or to
24 said real property be forever barred and foreclosed, and that the purchaser
25 at sale be entitled to immediate possession of the premises, as allowed by

1 and subject to Montana law;

2 5. That the Court enter an Order stating that Plaintiff's Mortgage is
3 superior to any lien or claims of Defendants The United States
4 Environmental Protection Agency, Region 8, on behalf of the United
5 States, NewFields Companies, LLC and Burke Electric LLC;

6 6. That, in the event Plaintiff is the purchaser at the sale and
7 possession of the real property is not immediately surrendered to Plaintiff,
8 a Writ of Assistance be issued directing the Missoula County Sheriff to
9 deliver possession of the real property to Plaintiff, except as otherwise
10 provided by Montana law;

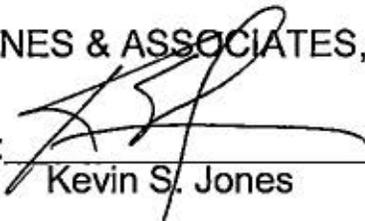
11 7. For Plaintiff's costs incurred in this action;

12 8. For Plaintiff's attorneys fees incurred in this action; and

13 9. For such other and further relief as the Court deems just and
14 proper.

15 DATED this 28th day of February, 2019.

16 JONES & ASSOCIATES, PLLC

17
18 By: 
19 Kevin S. Jones