UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

IN RE:
HUNT PROPERTIES JACKSON, GP
DEBTOR

CASE NO. 26-10889
CHAPTER 11

EXPEDITED MOTION TO PROHIBIT USE OF CASH COLLATERAL OR IN THE ALTERNATIVE ADEQUATE PROTECTION

Comes now, FirstBank ("Bank"), a secured creditor, by and through its attorneys, and in support of the captioned Expedited Motion would state unto the Court as follows:

1. Bank is a secured creditor of Hunt Properties, GP, the original debtor in this matter.

2. Hunt Properties, GP, later filed an Amended/Corrected Chapter 11 Petition (Doc. No. 32) changing the debtor from "Hunt Properties, GP" to "Hunt Properties Jackson, GP."

3. Contemporaneous with the filing of this Expedited Motion, Bank is filing a separate Motion for Relief from Automatic Stay for various reasons, one of which is that the "new" debtor is not the same debtor that Bank has its subject loans. To try to avoid confusion and for purposes of this Expedited Motion, Bank will use the term "Original Debtor" to refer to "Hunt Properties, GP" and the term "New Debtor" to refer to "Hunt Properties Jackson, GP."

4. Bank's debt with Original Debtor arises from two (2) loans, which are secured by properly perfected liens against certain real property and improvements located at West

College Street/Bre Ave., Pulaski, Tennessee, by way of a Deed of Trust of record at Trust Deed Book 569, page 183 in the Register's Office for Giles County Tennessee and a Deed of Trust of record at Trust Deed Book 668, page 717 in the Register's Office for Giles County Tennessee, both of which are attached to Bank's claims identified as Claims 6-1 and 7-1.

5. The above real property and improvements (hereinafter collectively referred to as "Collateral") are used as strip mall with approximately four (4) tenants.

6. The warranty deed to the Collateral, of record in Deed Book 361, page 109 in the Giles County Register of Deed's Office, was to David B. Hunt and Melissa D. Hunt d/b/a Hunt Properties, a Tennessee general partnership. Per a review of the Giles County Register of Deed's Office's website, title has not been changed to any other party or entity and there is nothing recorded in said office reflecting any change of name and/or ownership of Original Debtor to New Debtor.

7. Per David Hunt (who is a general partner of Original Debtor and/or New Debtor along with his wife, Melissa Hunt) in the Meeting of Creditors in this matter, he does not recall there being any documentation to reflect this alleged change of ownership and/or name of the debtor.

8. Likewise, David Hunt was unable to articulate any specific reason why the alleged change was made.

9. Furthermore, Mr. Hunt stated that the tenants with the Collateral are current with their rent payments and have written lease agreements with Original Debtor.

10. The Deeds of Trust and corresponding loan documents securing Bank's claims 6-1 and 7-1, both include assignments of leases and rent.

11. Upon information, belief and the testimony of Mr. Hunt from the Meeting of Creditors with this matter, Original Debtor and/or New Debtor have used the rent proceeds from these tenants with the Bank's Collateral without permission from Bank, which has not been granted and will not be granted.

12. Neither Original Debtor nor New Debtor have filed any motion requesting authorization to use cash collateral pursuant to 11 U.S.C. § 363(c)(2)(B).

13. One of the loans with Original Debtor (loan #6237), matured prior to the filing of this case. As such, the entire balance is due and owing to Bank, which is $312,272.60 (as of the date of filing of the Chapter 11 Petition) plus attorney fees, interest and late fees as allowed per the note.

14. The other loan with the Original Debtor (loan #0731), has a balance of $2,158,097.47 (as of the date of filing of the Chapter 11 Petition), plus attorney fees, interest, and late fees as allowed per that note. Original Debtor and/or New Debtor was months behind on its payments on this loan and the amount needed to cure was $74,215.71 at the time of filing of the Chapter 11 Petition.

15. As of the Petition Date, Original Debtor and/or New Debtor owed the combined amount of $2,470,270.07 plus subsequently accruing interest, and other charges, including legal expenses per the notes.

16. The Notes, Trust Deeds, and corresponding loan documents executed in connection with and related to Bank's loans secured by the Collateral in Giles County, TN,

are attached to Bank's claims 6-1 and 7-1 and are incorporated by reference in this Expedited Motion as if set forth in their entirety.

17. Upon information and belief and based upon the testimony of Mr. Hunt at the Meeting of Creditors, the Original Debtor and/or New Debtor has diverted rental income from the strip mall operated on the real property securing Bank's claim. Moreover, it has used such rental income for unrelated purposes.

18. Original Debtor and/or New Debtor has failed to make any post-petition payment to Bank. Such large pre-petition arrearages, and Original Debtor and/or New Debtor's failure to make appropriate post-petition adequate protection payments, show a willful disregard for attempting to meet its adequate protection obligations to Bank. Moreover, it raises a threshold issue regarding Original Debtor and/or New Debtor's precarious financial position and its ability to maintain a viable Chapter 11 case in this matter.

19. Upon information and belief, Original Debtor and/or New Debtor has been collecting substantial amounts of rents from these four (4) tenants, which are believed to be as follows:

Tenant	Approximate Monthly Rent
Margarita Mexican Cantana	$6,897.85
NKO Dental Office	$5,300.00
AMG-Hillside, LLC	$8,750.00
Shoe Sensation, Inc.	$5,769.00
TOTAL MONTHLY RENT	$26,716.85

20. Based on the aforementioned Trust Deeds and security interests in Original Debtor and/or New Debtor's rents generated from the real estate securing Bank's claims, Bank has an interest in the Debtor's rents generated from the operation of the strip mall which are cash collateral as defined in 11 U.S.C. §363(a) that is in possession of the Original Debtor and/or New Debtor. Such assets include store rentals and/or other cash equivalents and proceeds of collateral.

21. To date, no monthly operating reports have been filed in this case and the Original Debtor and/or New Debtor has failed to account for the use of cash collateral from and after the date of filing of this case.

22. The security interests of Bank in the cash collateral are not adequately protected. Debtor has not made any adequate protection offer to Bank or filed a Motion to authorize use of cash collateral.

23. Upon information and belief and the testimony of Mr. Hunt at the Meeting of Creditors in this matter, the Original Debtor and/or New Debtor has multiple entities involving he and his wife that are intertwined in the operations of Original Debtor and/or New Debtor's business to the point that Mr. Hunt was even confused during the Meeting of Creditors for how assets are titled, operated and being used.

24. As described above, there is presently no meaningful disclosure, accounting, or controls on Original Debtor and/or New Debtor's receipt or use of cash collateral. Original Debtor and/or New Debtor (or possibly even other related entities or the underlying owners) are using the cash collateral without Bank's consent or this Court's authorization, which is in violation of §363(c)(2) of the Bankruptcy Code. As of the time of the Meeting of

Creditors, no debtor in possession account had even been set up yet by Original Debtor and/or New Debtor.

25. As a result of the foregoing, Original Debtor and/or New Debtor is not entitled to use cash collateral pursuant to 11 U.S.C. §363, and an expedited hearing is warranted.

26. Bank reserves the right to supplement or amend the instant Motion and relief requested in this Motion prior to or at the hearing of the same.

WHEREFORE, PREMISES CONSIDERED, FirstBank respectfully prays that:

1. An expedited hearing on this Motion be scheduled;

2. Original Debtor and/or New Debtor be prohibited from using the cash collateral;

3. Alternatively, any use of cash collateral should be conditioned upon Bank being provided adequate protection as required under the Bankruptcy Code; and

4. Original Debtor and/or New Debtor be required to segregate and account for all receipt and use of cash collateral, specifically rent tenants in the strip mall operated on the real estate securing Bank's claim from and after the date of filing of this case;

5. Bank receives such other and further relief to which it is entitled.

Respectfully submitted,

/s/ Adam C. Crider
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to those parties specifically requesting electronic service and also served via U.S. Mail, postage-prepaid, to the following parties on August 5, 2026:

Debtor
Debtor's Attorney
United States Trustee
Matrix

/s/ Adam C. Crider