

IN THE CHANCERY COURT FOR  
SHELBY COUNTY, TENNESSEE

DANIELLE RILEY KEOUGH,  
as trustee of the Promenade Trust,

Plaintiff,

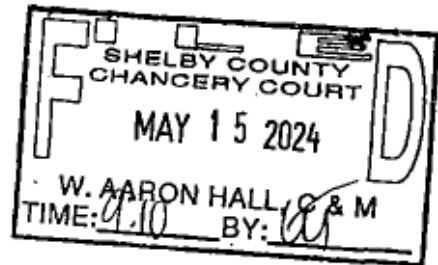
v.

Case No.

CH-24-0632-III

NAUSSANY INVESTMENTS &  
PRIVATE LENDING LLC, and  
unknown entity; and KURT  
NAUSSANY,

Defendants.



VERIFIED COMPLAINT FOR DECLARATORY JUDGEMENT AND  
INJUNCTIVE RELIEF INCLUDING A TEMPORARY RESTRAINING ORDER

TO THE HONORABLE CHANCELLORS OF THE CHANCERY COURT OF  
SHELBY COUNTY, TENNESSEE:

COMES NOW Danielle Riley Keough, as trustee of the Promenade Trust, and  
complains and alleges against the defendants as follows.

NATURE OF THE ACTION

1. Keough is the trustee of the Promenade Trust, which is the owner of certain real property known as Graceland. The prior trustee of the Promenade Trust was Lisa Marie Presley who passed away in January 2023. Thereafter, in September 2023, Naussany Investments & Private Lending LLC presented documents purporting to show that Lisa Marie Presley had borrowed \$3.8 million from Naussany Investments and gave a deed of trust encumbering Graceland as security. These documents are fraudulent. Lisa Marie Presley never borrowed money from Naussany

Investments and never gave a deed of trust to Naussany Investments. Naussany Investments has now scheduled a non-judicial sale of Graceland based on the fraudulent deed of trust. The sale is scheduled for May 23, 2024. This is an action to enjoin the non-judicial sale pursuant to Tennessee Code §§ 29-23-201 et seq. and for declaratory relief as provided by Tenn. Code. Ann. §§ 29-14-101 et seq.

### PARTIES, JURISDICTION, & VENUE

2. The plaintiff is Danielle Riley Keough. Keough is the trustee of the Promenade Trust. Lisa Marie Presley was the trustee of the Promenade Trust until her death in January 2023. After Presley's death, Keough became the trustee of the Promenade Trust. Danielle Riley Keough, as trustee of the Promenade Trust, is the owner of the real property known as Graceland, which is the real property at issue in this case.

3. On information and belief, Naussany Investments & Private Lending LLC is not a real entity. Naussany Investments & Private Lending LLC appears to be a false entity created for the purpose of defrauding the Promenade Trust, the heirs of Lisa Marie Presley, or any purchaser of Graceland at a non-judicial sale. Naussany Investments & Private Lending LLC is named as a defendant because it asserts the right to conduct a non-judicial sale. It is named in case it is a real entity formed by some jurisdiction.

4. Kurt Naussany is named as a defendant herein because he purports to act on behalf of Naussany Investments & Private Lending LLC. He has sent counsel

for Keough numerous emails seeking to collect the purported \$3.8 million debt and threatening to conduct a non-judicial sale of Graceland.

5. Tenn. Code Ann. § 39-17-117 (West) reads: "(a)(1) It is an offense for any person to knowingly prepare, sign, or file any lien or other document with the intent to encumber any real or personal property when such person has no reasonable basis or any legal cause to place such lien or encumbrance on such real or personal property. On information and belief, plaintiff avers that Kurt Naussany has violated this Tennessee statute and caused injury to the plaintiff by slandering title and requiring the trustee incur legal expenses to enjoin the invalid foreclosure proceeding."

6. This Court has jurisdiction of this action pursuant to Tennessee Code § 16-11-103 because this is an action of an equitable nature where the demand exceeds \$50.

7. This Court has personal jurisdiction over the defendants pursuant to Tennessee Code § 20-2-214 because the defendants have asserted a lien or encumbrance on real property located in this Shelby County Tennessee owned by the plaintiff and defendants seek to proceed with a nonjudicial foreclosure to be conducted in Shelby County, Tennessee.

8. Venue is proper in Shelby County pursuant to Tennessee Code § 16-11-114 because this is an action to clear title to land located in Shelby County or because this is an action against a nonresident or a person whose residence is unknown and the property that is the subject of this action is located in Shelby County.

## CLAIM FOR RELIEF

9. Lisa Marie Presley did not borrow \$3.8 million from Naussany Investments & Private Lending LLC.

10. Lisa Marie Presley did not give a deed of trust to Graceland—or to any other property—to Naussany Investments & Private Lending LLC.

11. The documents purporting to evidence such a loan and deed of trust are attached hereto as Collective Exhibit 1.

12. These documents are forgeries.

13. While the documents bear signatures that look like the signatures of Lisa Marie Presley, Lisa Marie Presley did not in fact sign the documents.

14. The documents contain a Standard Promissory Note, which appears to bear the signature of Lisa Marie Presley. This Standard Promissory Note was purportedly acknowledged before notary public Kimberly Philbrick in May 2018 in Duval County, Florida.

15. The documents also contain a Deed of Trust, which appears to bear the signature of Lisa Marie Presley. This deed of trust was purportedly acknowledged before notary public Kimberly Philbrick in May 2018 in Duval County, Florida. The purported deed of trust was never recorded in the Shelby County Register's Office.

16. There are two problems with the notarial acknowledgements that strongly indicate the documents are forgeries.

17. First, the notarial acknowledgement on the Standard Promissory Note includes standard language that it was acknowledged before the notary “by means of ( ) physical presence or ( ) online notarization.” Online notarization was not

authorized in Florida until 2020, and this language was not in use in Florida prior to 2020.

18. Second, the notary, Kimberly Philbrick, confirmed she did not notarize the Standard Promissory Note or the Deed of Trust. Indeed, she confirmed she has never met Lisa Marie Presley nor notarized any document for her. Ms. Philbrick's affidavit is attached hereto as Exhibit 2.

19. Naussany Investments & Private Lending LLC has published a notice advertising a non-judicial sale of Graceland pursuant to Tennessee Code § 35-5-101. According to the notice, the sale is scheduled for May 23, 2024. A copy of this notice is attached as Exhibit 3.

20. Naussany Investments & Private Lending LLC has no right whatsoever to conduct a non-judicial sale of Graceland.

## COUNT ONE

(Request for Injunctive Relief to Enjoin Invalid Foreclosure Sale)

21. Plaintiff incorporates the prior allegations of the complaint by reference.

22. Tennessee Code Ann. §§ 29-23-201 et seq provides the plaintiff with the right to obtain injunctive relief from foreclosure when fraud has been involved in a transaction involving a deed of trust.

23. Plaintiff has set forth the circumstances of fraud as required by Tenn. Code Ann. § 29-23-202; therefore, the plaintiff is entitled to injunctive relief to

prevent irreparable harm and injury that would occur if the defendants were allowed to proceed to foreclosure.

## COUNT TWO

### (Request for A Declaratory Judgment)

24. Plaintiff incorporates the prior allegations of the complaint by reference.

25. Plaintiff seeks a declaration that the note and deed of trust are fraudulent and unenforceable pursuant to Tenn R. Civ. Proc.57 and Tenn. Code Ann. §§ 29-14-101 et seq.

26. The purported note and deed of trust are products of fraud and those individuals who were involved in the creation of such documents are believed to be guilty of the crime of forgery and a violation of Tenn. Code Ann. § 39-17-117.

27. The plaintiff is entitled to a judgment declaring that the purported note and deed of trust are not valid and not enforceable.

WHEREFORE, Danielle Riley Keough, as trustee of the Promenade Trust, respectfully prays that this Court:

1. Issue a temporary restraining order prohibiting Naussany Investments & Private Lending LLC, Kurt Naussany, or any party acting in concert with either of them, from conducting any non-judicial sale of the property at issue in this action, pending further orders of this Court.

2. After notice and hearing, the Court enter a permanent injunction that (1) prohibits the defendants from conducting a non-judicial or judicial foreclosure based upon the fraudulent deed of trust, and (2) prohibits the defendant or any of their purported successors in interest from undertaking any further actions to enforce the fraudulent note.

3. Declares the purported deed of trust to be fraudulent, void and unenforceable.

4. Assess the costs of this action against the Defendants.

5. Grant Plaintiff such other relief to which it may show itself entitled under the premises.

THIS IS THE FIRST APPLICATION FOR EXTRAORDINARY RELIEF FILED IN THIS CAUSE.



Jeff Germany (BPR No. 11823)  
Email: jeff@mortongermany.com  
Morton & Germany, PLLC  
45 N. B B King Blvd  
Memphis, TN 38103  
(901) 522-0050

/s/ W. Bradley Russell  
W. Bradley Russell  
Tennessee Bar No. 36427  
Russell & Russell, Attorneys at Law, P.A.  
6550 St. Augustine Road, Suite 305  
Jacksonville, Florida 32217  
Tel. 904-527-8813  
Email: brad@russellandrussell.law

**VERIFICATION**

I, Danielle Riley Keough, make oath that:

1. I am the duly appointed trustee of the Promenade Trust,
2. I have read the Complaint, and I am familiar with the facts set forth therein, and
3. The complaint is true and correct to the best of my knowledge, information and belief.

Further affiant saith not.

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

Executed on May May 14, 2024, at Los Angeles, California.

  
\_\_\_\_\_  
Danielle Riley Keough, Trustee



STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online  
notarization this 14 day of May 2024, by Danielle Riley Keough. Such person:

- ☐ is personally known to me.  
☒ produced a current California driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

(Notary seal must be affixed)

*Marguerite D'Andrea Keller*

\_\_\_\_\_  
Signature of Notary Public

Marguerite D'Andrea Keller

Name of Notary Public (typed, printed, or stamped)

Commission (if not legible on seal): HH 290156

My commission expires (if not legible on seal): July 22, 2026

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address) TELEPHONE AND FAX NOS. <b>NIPL LLC/ COLLECTIONS DEPT</b> <b>PO BOX 1015</b> <b>1980 BUSINESS 65</b> <b>HOLLISTER MO 65873</b> email: niplcollections@outlook.com  ATTORNEY FOR (Name)		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of Los Angeles  <b>SEP 18 2023</b>  David W. Slayton, Executive Officer/Clerk of Court By: Y. T. LIN, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS 111 N. HILL ST MAILING ADDRESS CITY AND ZIP CODE LOS ANGELES CA 90012 BRANCH NAME STANLEY MOSK		
ESTATE OF (Name): <b>LISA MARIE PRESLEY/ THE PROMENADE TRUST</b>		
DECEDENT		
<b>CREDITOR'S CLAIM</b>		CASE NUMBER <b>23STPB00893</b>

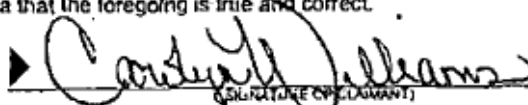
You must file this claim with the court clerk at the court address above before the **LATER** of (a) four months after the date letters (authority to act for the estate) were first issued to the personal representative, or (b) sixty days after the date the *Notice of Administration* was given to the creditor, if notice was given as provided in Probate Code section 9051. You must also mail or deliver a copy of this claim to the personal representative and his or her attorney. A proof of service is on the reverse.  
**WARNING:** Your claim will in most instances be invalid if you do not properly complete this form, file it on time with the court, and mail or deliver a copy to the personal representative and his or her attorney.

- Total amount of the claim: \$ 3,800,000.00
  - Claimant (name): **NIPL, LLC / Naussany Investments & Private Lending LLC**
    - ☐ an individual
    - ☐ an individual or entity doing business under the fictitious name of (specify):
    - ☒ a partnership. The person signing has authority to sign on behalf of the partnership.
    - ☐ a corporation. The person signing has authority to sign on behalf of the corporation.
    - ☐ other (specify):
  - Address of claimant (specify): **NIPL COLLECTIONS DEPT PO BOX 1015/1980 BUSINESS 65, HOLLISTER MO 65873**
  - Claimant is ☒ the creditor ☐ a person acting on behalf of creditor (state reason):  
**SENIOR COLLECTIONS: CAROLYN WILLIAMS REP NIPL/NAUSSANY INVESTMENTS, & PRIVATE LENDING LLC**
  - ☐ Claimant is ☐ the personal representative ☐ the attorney for the personal representative.
  - I am authorized to make this claim which is just and due or may become due. All payments on or offsets to the claim have been credited. Facts supporting the claim are ☐ on reverse ☐ attached.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 08-14-2023

CAROLYN WILLIAMS SR COLLECTION OFFICER

(TYPE OR PRINT NAME AND TITLE)

  
 (SIGNATURE OF CLAIMANT)

**INSTRUCTIONS TO CLAIMANT**

- On the reverse, itemize the claim and show the date the service was rendered or the debt incurred. Describe the item or service in detail, and indicate the amount claimed for each item. Do not include debts incurred after the date of death, except funeral claims.
- If the claim is not due or contingent, or the amount is not yet ascertainable, state the facts supporting the claim.
- If the claim is secured by a note or other written instrument, the original or a copy must be attached (state why original is unavailable.) If secured by mortgage, deed of trust, or other lien on property that is of record, it is sufficient to describe the security and refer to the date or volume and page, and county where recorded. (See Prob. Code, § 9152.)
- Mail or take this original claim to the court clerk's office for filing. If mailed, use certified mail, with return receipt requested.
- Mail or deliver a copy to the personal representative and his or her attorney. Complete the *Proof of Mailing or Personal Delivery* on the reverse.
- The personal representative or his or her attorney will notify you when your claim is allowed or rejected.
- Claims against the estate by the personal representative and the attorney for the personal representative must be filed within the claim period allowed in Probate Code section 9100. See the notice box above.

(Continued on reverse)

**CREDITOR'S CLAIM**  
 (Probate)

Probate Code, §§ 9000 et seq., § 9153

 Form Approved by the  
 Judicial Council of California  
 DE-172 (Rev. January 1, 1998)
**EXHIBIT****1**

ESTATE OF (Name):		CASE NUMBER:
DECEDENT		
FACTS SUPPORTING THE CREDITOR'S CLAIM		
Date of item	<input type="checkbox"/> See attachment (if space is insufficient) Item and supporting facts	Amount claimed
05-16-2018	Promissory Note # 1388853	
05-18-2018	Deed of Trust signed and Notarized by Borrower, was not filed do to an agreement of loan being paid in full on due date of 05-16-2022. Borrower understood that if she default on Loan then Deed of Trust would be filed. We are in process of filing Deed of Trust. See attached of several attempts of letters mailed to 21021 Ventura Blvd 340 Woodland Hills CA 91364, namely Lisa Marie Presley, which were refused and returned, which has caused Lender to take legal action and file this Creditors Claim. Property used to secure loan # 1388853 Graceland/EPE 15% Lisa Marie Presley portion.	
08-10-2015	Borrower took out a smaller loan with Lender, which was paid back by a cash deposit into Lender's bank account by borrower namely Lisa Marie Presley on July 19, 2016, Note # 033164401  Lender has not had any contact with Borrower namely Lisa Marie Presley since date of 03-23-2022  Lender will agree to a settlement arrangement to not proceed with legal action if the Trustee agrees to pay in full 75% of the note of said amount \$3,800,000.00 borrowed, decrease amount to be paid to \$2,850,000.00, and can be paid within 45 days.	
		<b>TOTAL: \$3,800,000.00</b>

**PROOF OF ☒ MAILING ☐ PERSONAL DELIVERY TO PERSONAL REPRESENTATIVE**

(Be sure to mail or take the original to the court clerk's office for filing)

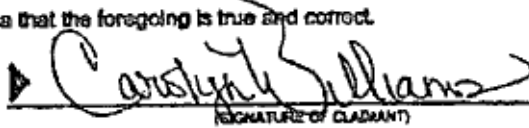
- I am the creditor or a person acting on behalf of the creditor. At the time of mailing or delivery I was at least 18 years of age.
- My residence or business address is (specify):
- I mailed or personally delivered a copy of this Creditor's Claim to the personal representative as follows (check either a or b below):
  - ☒ Mail. I am a resident of or employed in the county where the mailing occurred.
    - I enclosed a copy in an envelope AND
      - ☒ deposited the sealed envelope with the United States Postal Service with the postage fully prepaid.
      - ☐ placed the envelope for collection and mailing on the date and at the place shown in items below following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
    - The envelope was addressed and mailed first-class as follows:
      - Name of personal representative served: Trustee-Riley Keough
      - Address on envelope: 21021 VENTURA BLVD #340 WOODLAND HILLS CA 91364
      - Date of mailing: 07-28-2023
      - Place of mailing (city and state):
  - ☐ Personal delivery. I personally delivered a copy of the claim to the personal representative as follows:
    - Name of personal representative served:
    - Address where delivered:
    - Date of mailing:
    - Time delivered:

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

Date: 07-25-2023

CAROLYN WILLIAMS SR COL OFFICER

(TYPE OR PRINT NAME OF CLAIMANT)

  
(SIGNATURE OF CLAIMANT)

DR-172 (Rev. January 1, 1996)

**CREDITOR'S CLAIM**  
(Probate)

Page two

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form

Save this form

Clear this form

## Request for Records

Cheryl Kgheryl.w@usbank.com

Thu Jul 20/2023 9:37 AM

To: Kurt Neussamy krtneussamyinvestments@usbank.com

Cc: kgheryl.w@usbank.com

Mr. Neussamy,

I am in receipt of your request for records as of about August 9, 2013 to June 9, 2016. I will need to send to our microfilm data dept to get you copies of cashier's checks your requesting. Please allow up to 5 business days for your request. I can notify you by email or telephone when they are ready. If there is anything else I can help you with do not hesitate to give us a call.

Neussamy Investments account number \*\*\*\*\*3528 Cash Deposit made on July 19, 2016

Deposit amount \$450,000.00 cash

Deposit for Use P /reference \*\*\*\*66401 Loan (payment paid in full)

US Bank Branch

20050 Ventura Blvd

Los Angeles, CA 91364 Please note this branch is temporarily closed

I will see about getting a copy of this transaction for you, since it was a cash deposit. I will put in for reference of deposit slip copy.

Thank You for letting me assist you with your banking needs.

Cheryl W.

Customer Service

800 872 2637

usbank

RE: Request for Records

Kurt Naussany <naussanyinvestmentsllc@outlook.com>

Thur 7/20/2023 10:53 AM

To: Cheryl W. <Cheryl.w@usbank.com>

Thank you very much as our company is needing asap as it is time sensitive. I will have to call our Accounting Dept to see what records they have for the transactions we are requesting. I will keep checking back with you on this matter.

Regards

Kurt Naussany

Naussany Investments & Private Lending LLC

Jacksonville, FL

727-268-7074

Attachment .jpg

PURPOSE: INVESTMENT NAUSSANY INVESTMENTS	
<b>usbank</b>	<b>CASHIER'S CHECK</b> No. 5289010490
	DATE 05-18-2019
PAY THREE MILLION EIGHT HUNDRED THOUSAND AND 00 CENTS	\$3,800,000.00
TO THE ORDER OF LISA MARIE FRELEY	
LOAN # 138853	
Location Jacksonville	
ALL INFORMATION SUBJECT TO CREDIT REVIEW	

PURPOSE: INVESTMENT NAUSSANY INVESTMENTS	
<b>usbank</b>	<b>CASHIER'S CHECK</b> No. 3558506304
	DATE 08-10-2013
PAY FOUR HUNDRED FIFTY THOUSAND AND 00 CENTS	\$450,000.00
TO THE ORDER OF LISA MARIE FRELEY	
Loan # 033184401	
Location Jacksonville	
ALL INFORMATION SUBJECT TO CREDIT REVIEW	

09/18/2016

UMP-2015/03164401

## LOAN AGREEMENT

THIS LOAN AGREEMENT dated this 10<sup>th</sup> day of August, 2015

BETWEEN:

Nuassy Investments of Jacksonville, Florida LENDER

OF THE FIRST PART

AND

Lisa Marie Prebley of Woodland Hills, CA 91364 BORROWER

OF THE SECOND PART

IN CONSIDERATION OF the Lender lending certain moneys (Loan) to the Borrower, repaying the Loan to the Lender, the parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

### Loan Amount & Interest

1. The Lender promises to loan \$450,000.00 to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal, and the payment be as one payment as agreed, to be paid on the 10<sup>th</sup> day of August 2016.

### Payment

2. This Loan will be repaid in full on August 10, 2016.

Cash Loan

09/18/2016

09/18/2016

LMA-2015/033164401

3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

#### Default

4. Notwithstanding to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
5. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment within 10 days, the Borrower will be charged a \$30 USD late fee per day late.

#### Extra Clause

6. No Fee Loan, Borrower agrees to pay in full by August 10, 2016 and Borrower understands that she only has 10 days past due date to pay in full before fees are added.

#### Governing Law

7. This Agreement will be construed in accordance with and governed by the laws of the State of Florida.

#### Cost

8. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the

Cash Loan

LMP-2015/01164401

principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

#### Binding Effect

9. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

#### Amendments

10. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

#### Severability

11. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

#### General Provisions

12. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Cash Loan

U9/18/23  
00000000



UMP-2015/033164401

Entire Agreement


13. This Agreement constitutes the entire Agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signature on this 10<sup>th</sup> day of August 2015.

SIGNED this 10<sup>th</sup> day of August 2015

  
Neussany Investments & Private Lending LLC

SIGNED this 10<sup>th</sup> day of August 2015

  
Lisa Marie Presley

NOTARY ACKNOWLEDGMENT- LENDER

STATE OF FLORIDA


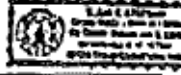
COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10<sup>th</sup> day of August,

Cash loan

LMP-2015/033164401

2015, by Naussany Investments & Private Lending LLC, who is personally known to me or who has produced Drivers Lic as identification.



  
 NOTARY PUBLIC  
  
 (print name)

**NOTARY ACKNOWLEDGMENT-BORROWER**

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_ day of August, 2015, by Lisa Marie Presley, who is personally known to me or who has produced Drivers Lic as identification.

  
 NOTARY PUBLIC  
  
 (print name)

Cash Loan

09/18/23

**STANDARD PROMISSORY NOTE**

**1. THE PARTIES.** On May 16, 2018, One (1) individual known as Lita Marie Presley of 21021 Ventura Blvd, Unit 340, Woodland Hills, CA 91364, referred to as "Borrower",

**HAS RECEIVED AND PROMISES TO PAY:**

NAUSSANY INVESTMENTS & PRIVATE LENDING of Jacksonville, Florida referred to as "LENDER", the sum of \$3,500,000.00 US Dollars, Referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 0.00 percent (%) per annum, referred to as the "Interest Rate", beginning on May 16, 2018 under the following terms and conditions:

**2. PAYMENTS.** The full balance of this Note, including any accrued interest and late fees is due and payable on May 16, 2022, referred to as the "Due Date". The Borrowed Money shall be at any time as long as it is before the Due Date and not in violation of any Prepayment Penalties as mentioned in Section 6.

In addition, money that is not paid by the Borrower on time for any installment or lump sum payment will be charged the Interest Rate of 4.25% of late fees.

**3. SECURITY.** This note shall be secured under the following conditions:

The Borrower agrees to Security of her 15% ownership in Elvis Presley Enterprises, 3734 Elvis Presley Blvd, Memphis TN 38116 and that Borrower understands that for release of "Lien" full amount of funds borrowed will need to be paid in full or by default the Lien will be filed and legal action taken.

The Borrower agrees to Security of her 100% ownership to the following real estate listed in The Promenade Trust/Grassland 3734 Elvis Presley Blvd, Memphis, TN 38116 and that Borrower understands that for release of "Lien" full amount of funds borrowed will need to be paid in full or by default the Lien will be filed and legal action taken.

Property Description: Grassland 3734 Elvis Presley Blvd, Memphis, TN 38116  
The Promenade Trust (filed in Los Angeles County Los Angeles CA)  
Legal Description: Part of the Ruth Brown Moore 179.42 acre tract of Lot 2 in Section 2, Township 1, Range 8 West being more particularly described as follows:  
Being at a point in the east line US Highway No 51 South, a distance of 929.43 feet

#1306553

LMP PH 0132253  
05162018 WFR

Northwardly, as measured along the east line of said Highway, from its intersection with the north line of Tipodry Drive, said point of beginning being the south-west corner of the Ruth Brown Moore 18 acre tract, thence north along the east line of said highway so 51 south a distance of 490 feet to a point; thence east 900 feet to a point thence north 210.92 feet to a point in the north line of the Ruth Brown Moore 179.42 acre tract thence north 89 degrees 56 minutes 30 seconds east, along the north line of said tract 219.2 feet to a point thence south 801.14 feet to a point thence 104.1 feet to a point thence 100 feet to a point in the south line of the Ruth Brown Moore 18 acre tract thence west along the south line of said tract 2015.10 feet to the point of beginning containing an area of 13.891 acres.

referred to as the "Security", which only by default will transfer to the possession and ownership of the Lender IMMEDIATELY IF THIS NOTE should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this Note. If the Borrower breaches this provision, the Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

If the Borrower defaults under this Note the Lender shall have the right to obtain ownership and possession of the Security. The Lender shall have the sole option to accept it as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

4. **INTEREST DUE IN THE EVENT OF DEFAULT.** In the event the Borrower fails to pay the note in full on the Due Date, the unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.

5. **ALLOCATION OF PAYMENTS.** Any payments made paid by borrower will be credited, borrower understands that if note goes in default penalties will apply.

6. **PREPAYMENT.** Borrower may prepay this Note without penalty as long as there is no DEFAULT.

7. **ACCELERATION.** If the Borrower is in default under this Note or is in default under another provision of this Note, such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

This includes rights of possession to the Security mentioned in Section 3.

8. **ATTORNEYS' FEES AND COSTS.** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after default, including reasonable attorneys' fees. If lender or Borrower tries to enforce the Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and cost incurred in the proceeding (including those incurred in any

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LMP PN #1, 108553  
05102010 W18

bankruptcy proceeding or appeal) from the non-prevailing party.

9. **WAIVER OF PRESENTMENTS.** Borrower waives presentment for payment, a notice of dishonor, protest, and notice of protest.

10. **NON-WAIVER.** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

11. **SEVERABILITY.** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

12. **INTEGRATION.** There are no verbal or other agreements that modify or affect the terms of this Note. This note may not be modified or amended except by a written agreement signed by Borrower and lender.

13. **CONFLICTING TERMS.** The terms of this Note shall have authority and precedence over any conflicting terms in any antecedent agreement or document.

14. **NOTICE.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

15. **GUARANTORS.** There shall be no person or entity, under the terms of this Note, that shall be responsible for the payment, late fees, and any accrued interest other than the Borrower and the said security of this Note.

16. **EXECUTION.** The Borrower executes this Note as a principal and not as a surety. There is no Co-Signer.

17. **GOVERNING LAW.** This note shall be governed under the laws in the State of Florida.

With my signature below, I have read and understood this Promissory Note and fully understand the definitions, actions and consequences of this Promissory Note.

BORROWERS' SIGNATURE

LOAN MARSH, INC.

01308253

LMF PM #138853  
03162018 WTB

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May 2018, by means of ☒ physical presence or ☐ online notarization, by LISA MARIE FRESLEY, who says that she is the BORROWER of this PROMISSORY NOTE and that she has read the foregoing, and is either known to me or produced a current Driver's License as Identification.

NOTARY PUBLIC

Sign: Kimberly G. Phibbs

Print: Kimberly G. Phibbs  
NOTARY PUBLIC  
 State of Florida  
 My Commission Number is: 11111  
 My Commission Expires: Mar 31, 2019

#138853

09/18/23

LMF PM #132233  
05162018 WFO

DATED THIS 16<sup>TH</sup> DAY OF MAY 2018

(Sole Owner Lisa Marie Presley/ Elvis A. Presley Residuary Trust/The  
Proulx Trust/Lisa Marie Presley.)

LENDERS' SIGNATURE (or acting representative)



RACHEL PROULX, SECRETARY AND TRUSTEE, PNC

DATED THIS 16<sup>TH</sup> DAY OF MAY 2018

0115051

001143

001143

09/18/23

LAP PH #138833  
05182018 WTB

To the best of my knowledge the following is an estimated list of Debts & Assets

Federal Tax	\$1030584.94 (year 2017)
California Franchise Tax	\$370000.00 (year 2017)
American Express	\$210000.00
Citi Card	\$10000.00
GM Financial	\$68732.00
Mod	\$130000.00

Deutsche Bank JVF	\$2990.00
Wells Fargo (total for accounts)	\$150000.00 estimate
Coors Hall (UK)	\$500000.00 estimate (financed with mortgage)

#138833

09/18/23

09/18/23



LVP FM 0130253

05162018 WFO

Mail to:

Recorder Clerk

**DEED OF TRUST**

This Deed, effective this 16<sup>th</sup> day of May, 2018, by and among Lisa Marie Presley, with address at 21021 Ventura Blvd 9340, Woodland Hills, CA 91364 ("Trustor"), and Naustany Investments & Private Lending LLC, Jacksonville, FL ("Lien Holder Beneficiary"),

Witnesseth that the Trustor, for valuable consideration, hereby conveys, assigns, and confirms unto the Lender, in trust and with power of sale for the security of the Beneficiary, and subject to the terms of this Deed of Trust, the real property located in the County of SHELBY, State of Tennessee, and more particularly described as follows: ADDRESS OF DESCRIBED PROPERTY SET BELOW: 3734 ELVIS PRESLEY BLVD, MEMPHIS TN 38110

Property Description: Graceland 3734 Elvis Presley Blvd, Memphis, TN 38110  
Elvis Anna Presley Revocable Trust/ Lisa Marie Presley  
The Promissory Trust (filed in Los Angeles County Los Angeles CA)

Legal Description: Part of the Ruth Brown Moore 179.42 acre tract of Lot 3 in Section 2, Township 1, Range 6 West being more particularly described as follows:  
Beginning at a point in the east line US Highway No 51 South, a distance of 929.45 feet Northwesterly, as measured along the east line of said highway, from its intersection with the north line of Tazewell Drive, said point of beginning being the southwest corner of the Ruth Brown Moore 18 acre tract; thence north along the east line of said highway to 11 north a distance of 490 feet to a point thence east 900 feet to a point thence north 210.92 feet to a point in the north line of the Ruth Brown Moore 179.42 acre tract thence north 89 degrees 56 minutes 30 seconds east, along the north line of said tract 219.2 feet to a point thence north 601.14 feet to a point thence 104.1 feet to a point thence 100 feet to a point in the south line of the Ruth Brown Moore 18 acre tract thence west along the south line of said tract 1015.10 feet to the point of beginning containing an area of 13.891 acres,

together with any improvements on the said real property, and the rents, issues, profits, or any proceeds thereof, as well as any easements, right-of-way, licenses, awards, or any other benefits related to the said real property.

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09/18/23

LSJ PH 6116453  
05162018 VTD

The purpose of this Deed of Trust is for the abovementioned real property to secure the obligations of the Trustor to the Beneficiary, whether existing now or after the signing of this Agreement, including the following:

1. Payment of a promissory note or obligation executed by the Trustor in favor of the Beneficiary dated May 16<sup>th</sup> 2018, whether or not incorporated or attached herein, with a principal indebtedness of \$ 3,800,000.00.
2. Performance of any other obligation of the Trustor in favor of the Beneficiary as may be incorporated or attached herein.
3. Payment of any other sums which the Trustor may borrow from the Beneficiary.
4. Payment or reimbursement of any costs relating to the enforcement of this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. The Trustor shall pay any indebtedness to the Beneficiary, when due and without any delay, including all related interests, penalties, fees, and charges.
2. The Trustor shall keep the real property in good condition, including all improvements, structures, or features included in the same, and execute all acts (including repairs) as may be required or necessary in order to reasonably maintain the value of the said real property.
3. The Trustor shall promptly address any actions, proceedings, or obligations affecting the real property at its own expense, including payment of any real estate taxes, discharging any liens or encumbrances, and all proceedings or suits in relation to the same.
4. The Beneficiary, through a written and recorded instrument, may appoint a successor or substitute Trustee.
5. The Beneficiary or its representatives are entitled at anytime to inspect the real property for the purpose of doing or securing any acts it is entitled to perform under this Agreement, or any other agreement between the Beneficiary and the Trustee.

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LMP PN 0138853  
05162018 WFB

6. The Trustor shall maintain required and competent insurance policies for the real property, including fire, hazard, personal liability, and any other insurance which the Beneficiary may reasonably require, and pay all premiums for the same.
7. For the enforcement or performance of this Deed of Trust, the Trustee shall not be required to pay or risk any of its own funds since the said responsibility for the same shall belong to the Trustor.
8. This Deed of Trust shall inure for the benefit, and shall be binding with respect to the representatives, heirs, assigns, and successors of its respective parties.
9. The Trustor shall assign any proceeds, damages, compensation, and awards in relation to any eminent domain proceedings in relation to the real property, notify the Beneficiary of the existence of the any eminent domain notice or proceedings within five (5) days of knowledge, and elect whether any such proceeds should be applied to its principal indebtedness or in order to restore the real property prior to its previous value prior to condemnation.
10. The Trustor shall be considered in default: 1) If it delays in any payment or with the performance of any obligation secured by this Deed of Trust; 2) If it breaches any term or warranty of this Deed of Trust; 3) If it sells, assigns, leases, or conveys the real property in any manner, or causes any encumbrance on the same without the express consent of the Beneficiary.
11. If the Trustor defaults, then the Beneficiary may consider any or all obligations secured by this Deed of Trust as immediately payable and/or enforceable, without the need for any demand, notice or presentment of any kind (or to the minimum extent as may be required by law with respect to such demand, notice or presentment). Further, the Beneficiary shall be entitled to do any action (including taking possession of the real property, pay any sums, or enter into any proceedings in order to preserve, restore, or enhance the real property, including all actions to preserve, restore, enhance, or collect on any proceeds from the same. The Beneficiary resorting to any authorized action which it may have under this section shall not be construed as curing the default of the Trustor, or invalidating any of the rights or claims of the Beneficiary.

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05162018 WTS

12. Additionally if the Trustor defaults, the Beneficiary may also commence an action or actions to foreclose this Deed of Trust as a Mortgage after giving notice of the time, place and terms of such sale of the Mortgaged Property to be sold in the manner required by applicable law, whether the said sale shall involve the entire or a portion of the said property at the election of the Beneficiary, to seek deficiency judgment in relation thereto, and to do any other action it is not precluded from doing under any relevant laws in furtherance of any of its rights under this Deed of Trust. The Trustee shall then execute a transfer of title and deliver the possession of the Mortgaged Property to the purchaser or purchasers as the case may be, and the Trustor warrants that the same shall be provided without any objection or delay. The Trustee shall receive the proceeds thereof and shall apply the same as required by applicable law. A partial sale of the Mortgaged Property shall not exhaust the Power of Sale by the Beneficiary over the same.
13. The remedies afforded to the Beneficiary or Trustee under this Deed are exclusive and cumulative with respect to any rights or remedies afforded to the Beneficiary or Trustee detailed under this Deed of Trust, and are in addition to any other rights or remedies afforded under relevant laws.
14. Trustee shall reconvey to the Trustor, upon full payment of Trustee's fees and without any warranty, the real property subject of this Deed upon written request of the Beneficiary expressing that all indebtedness secured has been paid and/or has been satisfied. Recitals contained in the reconveyance shall be conclusive evidence of its truthfulness.
15. Any rights or remedies afforded to the Beneficiary shall be free from any statutory or common law right of redemption, marital share, homestead, or all other exemptions.
16. For any of its rights or remedies under this Deed, the Beneficiary may act through the Trustee. For this Deed, both the Beneficiary and Trustee may act through their respective representatives, agents, or employees.
17. The invalidity or unenforceability of any provision of this Deed of Trust shall not effect the validity or enforceability of any other provision.

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LMP PR 01302051  
09162018 WFS

18. The Trustor warrants that it lawfully owns fee simple title to and has the right to immediate possession of the premises.
19. The Trustor warrants that the real property is free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.
20. The Trustor and Lender (also known as Beneficiary) have agreed not to file this Deed of Trust unless Trustor, Lisa Marie Presley defaults on Promissory Note Dated May 16, 2018 and said note is due on May 16, 2022.

In witness whereof, the parties have hereunto set their hand and seal the day and year first above written.

Trustor's Signature

Lisa Marie Presley

Trustor Elvis Aron Presley Beneficiary Trust  
Sole Owner of Graceland/ EPE 15%  
Ownership

Trustee Signature

Lisa Marie Presley Trustee of The  
Promenade Trust/ Lisa Marie Presley

#### Acknowledgement Of Notary Public

State of Florida)

1 ss

County of DUVAL)

On this day personally appeared before me LISA MARIE PRESLEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are described in and who executed the foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal, the 11<sup>th</sup> day of May, 20 19

*Kimberly J. Philbrick*

#1388053

09/18/23

LMP PH 8138833  
05162018 WFB

NOTARY PUBLIC in and for the State of Florida

My commission expires Mar 26 24

NOTARY PUBLIC



L. J. JONES  
State of Florida, Notary Public  
My Comm. Expires 03/26/24  
Commission No. 0074702

Representative of Naussany Investments & Private Lending LLC  
Also Known as Beneficiary of this Deed of Trust

0138833

00-17-23

00-17-23

# PRIORITY<sup>®</sup> MAIL

## FLAT RATE ENVELOPE

ONE RATE ■ ANY WEIGHT

APPLY PRIORITY MAIL POSTAGE HERE

**P**

Priority Mail  
US Postage Paid  
Jacksonville FL 322  
Permit No. 107798

### USPS PRIORITY MAIL

Naussany Investments  
1601-1 N Main St  
Jacksonville FL 32206

PKG ID 173903  
WEIGHT 0.7 lbs  
1 of 1

08/03/2022

LISA MARIE PRESLEY  
21021 VENTURA UNIV RD  
WOODLAND HILLS CA 91364

ZIP-DELIVERY TO 91364



9400 6041 9101 5583 0210 1159 49

ELECTRONIC RATE APPROVED 6 987654321

*address refused*

Priority Mail is a registered trademark of the U.S. Postal Service

09/18/23

FLAT RATE ENVELOPE

ONE RATE ■ ANY WEIGHT

APPLY PRIORITY MAIL POSTAGE HERE

**PRIORITY<sup>®</sup>**  
**MAIL**

09/18/23

<b>P</b>	Priority Mail US Postage Paid Jacksonville FL 32206 Permit No. 1077984
<b>USPS PRIORITY MAIL</b>	
Naussany Investments 1601-1 N Main St Jacksonville FL 32206	PKG ID 003622 WEIGHT 0.7 lbs 1 of 1
07/05/2022	
LISA MARIE PRESLEY 21021 VENTURA BLVD UNIT 340 WOODLAND HILLS CA 91364	
ZIP-DELIVERY TO 91364	
	
9400 0804 3400 7721 6588 9656 49	
ELECTRONIC RATE APPROVED 8 84761422	


EP14H August 2020 Outer Dimension: 10 x 6

For international shipments, the maximum weight is 4 lbs.



09/48/23

6-8-23

<b>P</b>	Priority Mail US Postage Paid Jacksonville FL 32206 Permit No. 1077984
	<b>USPS PRIORITY MAIL</b>
Nauseany Investments 1601-1 N Main St Jacksonville FL 32206	PKG ID 299037 WEIGHT 0.71bs 1 of 1
06/03/2022 LISA MARIE PRESLEY 21021 VENTURA BLVD UNIT 340 WOODLAND HILLS CA 91364	
ZIP-DELIVERY TO 91364	
	
9400 1365 0556 2940 7162 4173 98	
ELECTRONIC RATE APPROVED # 987654321	

EP14H August 2020 Outer Dimensions 10 x 5

**PRIORITY®**  
**MAIL**

FLAT RATE ENVELOPE  
 ONE RATE & ANY WEIGHT  
 APPLY PRIORITY MAIL POSTAGE HERE

For international shipments, the maximum weight is 4 lbs.

AFFIDAVIT OF KIMBERLY L. PHILBRICK

STATE OF FLORIDA

COUNTY OF Volusia

I, Kimberly L. Philbrick, under penalty of perjury, depose and say the following:

1. I am over the age of eighteen, and I make this affidavit on personal knowledge.

2. I am a duly commissioned notary public of the State of Florida. My notary ID is 741434.

3. I have reviewed the creditor's claim filed by Naussany Investments & Private Lending LLC in the Superior Court of California, Los Angeles County, on September 18, 2023, with regard to the estate of Lisa Marie Presley. This creditor's claim is annexed to this affidavit as Exhibit 101.

4. The creditor's claim includes a document titled Standard Promissory Note. This Standard Promissory Note includes an acknowledgement that says it was acknowledged by Lisa Marie Presley by physical presence in the State of Florida, County of Duval, in May 2018. The acknowledgement appears to bear my signature as notary public. I did not notarize this document.

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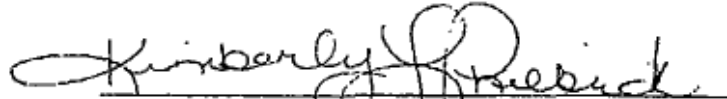
//



5. I have never met Lisa Marie Presley, nor have I ever notarized a document signed by Lisa Marie Presley.

6. I do not know why my signature appears on this document.

FURTHER AFFIANT SAYETH NAUGHT.

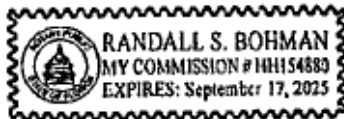
  
KIMBERLY L. PHILBRICK

STATE OF FLORIDA  
COUNTY OF Volusia

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this 8<sup>th</sup> day of May 2024, by Kimberly L. Philbrick. Such person:

- ☐ is personally known to me.  
☒ produced a current FL D.L. driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

(Notary seal must be affixed)



  
Signature of Notary Public

Randall S. Bohman  
Name of Notary Public (typed, printed, or stamped)


Commission (if not legible on seal): \_\_\_\_\_

My commission expires (if not legible on seal): \_\_\_\_\_

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address) <b>NIPL LLC/ COLLECTIONS DEPT</b> <b>PO BOX 1015</b> <b>1980 BUSINESS 65</b> <b>HOLLISTER MO 65673</b> email: niplcollections@outlook.com  ATTORNEY FOR (Name):  SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS 111 N. HILL ST MAILING ADDRESS CITY AND ZIP CODE LOS ANGELES CA 90012 BRANCH NAME STANLEY MOSK  ESTATE OF (Name): <b>LISA MARIE PRESLEY/ THE PROMENADE TRUST</b> <div style="text-align: right;">DECEDENT</div>	<div style="text-align: center; border: 2px solid black; padding: 5px; font-size: 24px; font-weight: bold;">Exhibit 101</div> <div style="text-align: center; font-weight: bold;">FOR COURT USE ONLY</div> <div style="text-align: center; font-weight: bold; font-size: 18px;">FILED</div> <div style="text-align: center;">Superior Court of California County of Los Angeles</div> <div style="text-align: center; font-size: 24px; font-weight: bold;">SEP 18 2023</div> <div style="text-align: center;">David W. Slayton, Executive Officer/Clerk of Court By: Y. T. LIN, Deputy</div> <div style="text-align: center; font-weight: bold;">CREDITOR'S CLAIM</div> <div style="text-align: right;">CASE NUMBER 23STPB00893</div>
---	--

You must file this claim with the court clerk at the court address above before the LATER of (a) four months after the date letters (authority to act for the estate) were first issued to the personal representative, or (b) sixty days after the date the Notice of Administration was given to the creditor, if notice was given as provided in Probate Code section 9051. You must also mail or deliver a copy of this claim to the personal representative and his or her attorney. A proof of service is on the reverse.

**WARNING:** Your claim will in most instances be invalid if you do not properly complete this form, file it on time with the court, and mail or deliver a copy to the personal representative and his or her attorney.

1. Total amount of the claim: \$3,800,000.00
  2. Claimant (name): NIPL, LLC / Naussany Investment & Private Lending LLC
    - a. ☐ an individual
    - b. ☐ an individual or entity doing business under the fictitious name of (specify):
    - c. ☒ a partnership. The person signing has authority to sign on behalf of the partnership.
    - d. ☐ a corporation. The person signing has authority to sign on behalf of the corporation.
    - e. ☐ other (specify):
  3. Address of claimant (specify): NIPL COLLECTIONS DEPT PO BOX 1015/1980 BUSINESS 65, HOLLISTER MO 65673
  4. Claimant is ☒ the creditor ☐ a person acting on behalf of creditor (state reason):  
SENIOR COLLECTIONS: CAROLYN WILLIAMS REP NIPL/NAUSSANY INVESTMENTS & PRIVATE LENDING LLC
  5. ☐ Claimant is ☐ the personal representative ☐ the attorney for the personal representative.
  6. I am authorized to make this claim which is just and due or may become due. All payments on or offsets to the claim have been credited. Facts supporting the claim are ☐ on reverse ☐ attached.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- Date: 06-14-2023
- CAROLYN WILLIAMS SR COLLECTION OFFICER  
 (TYPE OR PRINT NAME AND TITLE)
-   
 (SIGNATURE OF CLAIMANT)

#### INSTRUCTIONS TO CLAIMANT

- A. On the reverse, itemize the claim and show the date the service was rendered or the debt incurred. Describe the item or service in detail, and indicate the amount claimed for each item. Do not include debts incurred after the date of death, except funeral claims.
- B. If the claim is not due or contingent, or the amount is not yet ascertainable, state the facts supporting the claim.
- C. If the claim is secured by a note or other written instrument, the original or a copy must be attached (state why original is unavailable.) If secured by mortgage, deed of trust, or other lien on property that is of record, it is sufficient to describe the security and refer to the date of volume and page, and county where recorded. (See Prob. Code, § 9152.)
- D. Mail or take this original claim to the court clerk's office for filing. If mailed, use certified mail, with return receipt requested.
- E. Mail or deliver a copy to the personal representative and his or her attorney. Complete the Proof of Mailing or Personal Delivery on the reverse.
- F. The personal representative or his or her attorney will notify you when your claim is allowed or rejected.
- G. Claims against the estate by the personal representative and the attorney for the personal representative must be filed within the claim period allowed in Probate Code section 9100. See the notice box above.

(Continued on reverse)

**CREDITOR'S CLAIM**  
(Probate)

ESTATE OF (Name):	CASE NUMBER:
DECEDENT	

Date of item	FACTS SUPPORTING THE CREDITOR'S CLAIM <input type="checkbox"/> See attachment (if space is insufficient) Item and supporting facts	Amount claimed
05-16-2018	Promissory Note # 1388853	
05-16-2018	Deed of Trust signed and Notarized by Borrower, was not filed do to an agreement of loan being paid in full on due date of 05-16-2022. Borrower understood that if she default on Loan then Deed of Trust would be filed. We are in process of filing Deed of Trust. See attached of several attempts of letters mailed to 21021 Ventura Blvd 340 Woodland Hills CA 91364, namely Lisa Marie Presley, which were refused and returned, which has caused Lender to take legal action and file this Creditors Claim. Property used to secure loan # 1388853 Graceland/EPE 15% Lisa Marie Presley portion.	
08-10-2015	Borrower took out a smaller loan with Lender, which was paid back by a cash deposit into Lender's bank account by borrower namely Lisa Marie Presley on July 19, 2016, Note # 033164401  Lender has not had any contact with Borrower namely Lisa Marie Presley since date of 03-23-2022  Lender will agree to a settlement arrangement to not proceed with legal action if the Trustee agrees to pay in full 75% of the note of said amount \$3,800,000.00 borrowed, decrease amount to be paid to \$2,850,000.00, and can be paid within 45 days.	
		TOTAL: \$3,800,000.00

**PROOF OF ☒ MAILING ☐ PERSONAL DELIVERY TO PERSONAL REPRESENTATIVE**

*(Be sure to mail or take the original to the court clerk's office for filing)*

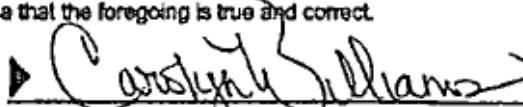
1. I am the creditor or a person acting on behalf of the creditor. At the time of mailing or delivery I was at least 18 years of age.
2. My residence or business address is (specify):
3. I mailed or personally delivered a copy of this *Creditor's Claim* to the personal representative as follows (check either a or b below):
  - a. ☒ Mail. I am a resident of or employed in the county where the mailing occurred.
    - (1) I enclosed a copy in an envelope AND
      - (a) ☒ deposited the sealed envelope with the United States Postal Service with the postage fully prepaid.
      - (b) ☐ placed the envelope for collection and mailing on the date and at the place shown in items below following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
    - (2) The envelope was addressed and mailed first-class as follows:
      - (a) Name of personal representative served: Trustee-Riley Keough
      - (b) Address on envelope: 21021 VENTURA BLVD #340 WOODLAND HILLS CA 91364
      - (c) Date of mailing: 07-28-2023
      - (d) Place of mailing (city and state):
  - b. ☐ Personal delivery. I personally delivered a copy of the claim to the personal representative as follows:
    - (1) Name of personal representative served:
    - (2) Address where delivered:
    - (3) Date of mailing:
    - (4) Time delivered:

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

Date: 07-25-2023

CAROLYN WILLIAMS SR COL OFFICER

(TYPE OR PRINT NAME OF CLAIMANT)

  
 (SIGNATURE OF CLAIMANT)

DR-172 (Rev. January 1, 1998)

**CREDITOR'S CLAIM**  
(Probate)

Page two

For your protection and privacy, please press the Clear This Form button after you have printed the form.

**Print this form**

**Save this form**

**Clear this form**

09/18/23

Request for Records

Cheryl <cheryl@usbank.com>

Thu 7/20/2023 9:12 AM

To: Kurt Naussary <naussaryinvestments@outlook.com>

Cc: <68315174@usbank.com>

Mr. Naussary,

I am in receipt of your request for records on or about August 9, 2015 to June 9, 2016. I will need to send to our microfilm data dept to get you copies of cashier's checks your requesting. Please allow up to 5 business days for your request. I can notify you by email or telephone when they are ready. If there is anything else I can help you with do not hesitate to give us a call.

Naussary Investments account number \*\*\*\*\*3528 Cash Deposit made on July 19, 2016

Deposit amount \$450,000.00 cash

Depositor Usa B /reference \*\*\*\*64401 Loan (payment paid in full)

US Bank Branch

20060 Ventura Blvd

Los Angeles, CA 91364 Please note this branch is temporarily closed

I will see about getting a copy of this transaction for you. Since it was a cash deposit, I will put in for reference of deposit slip copy.

Thank you for letting me assist you with your banking needs.

Cheryl W.

Customer Service

800 872-2657

**usbank**

09/18/23  
09/18/23

RE: Request for Records

Kurt Naussany <naussanyinvestmentsllc@outlook.com>

Thur 7/20/2023 10:53 AM

To: Cheryl W. <Cheryl.w@usbank.com>

Thank you very much as our company is needing asap as it is time sensitive. I will have to call our Accounting Dept to see what records they have for the transactions we are requesting. I will keep checking back with you on this matter.

Regards

Kurt Naussany

Naussany Investments & Private lending LLC

Jacksonville, FL

727-268-7074

Attachment .jpg

PURPOSE: INVESTMENT NAUSSANY INVESTMENTS

**usbank** CASHIER'S CHECK No. 5289010490

DATE 03-18-2018

PAY THREE MILLION EIGHT HUNDRED THOUSAND AND 00 CENTS \$3,800,000.00

TO THE ORDER OF LISA MARIE PIESLEY

LOAN # 1386853  
Location Jacksonville  
All other bank records  
Available on request

NON NEGOTIABLE

PURPOSE: INVESTMENT NAUSSANY INVESTMENTS

**usbank** CASHIER'S CHECK No. 3558506304

DATE 03-10-2013

PAY FOUR HUNDRED FIFTY THOUSAND AND 00 CENTS \$450,000.00

TO THE ORDER OF LISA MARIE PIESLEY

Loan # 033184401  
Location Jacksonville  
All other bank records  
Available on request

NON NEGOTIABLE

**LOAN AGREEMENT**

THIS LOAN AGREEMENT dated this 10<sup>th</sup> day of August, 2015

BETWEEN:

Nursery Investments of Jacksonville, Florida LENDER

OF THE FIRST PART

AND

Lisa Marie Preley of Woodland Hills, CA 91364 BORROWER

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (Loan) to the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

**Loan Amount & Interest**

1. The Lender promises to loan \$450,000.00 to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal, and the payment be as one payment as agreed, to be paid on the 10<sup>th</sup> day of August 2016.

**Payment**

2. This Loan will be repaid in full on August 10, 2016.

Cash Loan



LMP-2015/033164401

3. At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

#### Default

4. Notwithstanding to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
5. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment within 10 days, the Borrower will be charged a \$30 USD late fee per day late.

#### Extra Clause

6. No Fee Loan, Borrower agrees to pay in full by August 10, 2016 and Borrower understands that she only has 10 days past due date to pay in full before fees are added.

#### Governing Law

7. This Agreement will be construed in accordance with and governed by the laws of the State of Florida.

#### Cost

8. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the

Cash Loan

LMP-2015/033164401

principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

#### Binding Effect

9. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

#### Amendments

10. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

#### Severability

11. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

#### General Provisions

12. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Cash Loan

09/18/23  
09/18/23

UMP-2015/033164401

Entire Agreement

13. This Agreement constitutes the entire Agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signature on this 10<sup>th</sup> day of August 2015.

SIGNED this 10<sup>th</sup> day of August 2015

  
Neassary Investments & Private Lending LLC

SIGNED this 10<sup>th</sup> day of August 2015

  
Lisa Marie PresleyNOTARY ACKNOWLEDGMENT - LENDER

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10<sup>th</sup> day of August,

Cash Loan

UMP-2015/033164401

2015, by Naussany Investments & Private Lending LLC, who is personally known to me or who has produced Davers LLC as identification.

  
 NOTARY PUBLIC 

(print name)

**NOTARY ACKNOWLEDGMENT-BORROWER**

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_ day of August, 2015, by Lisa Marie Presley, who is personally known to me or who has produced Davers LLC as identification.

  
 NOTARY PUBLIC 

(print name)

Cash Loan

UMP PH 01355553  
05162018 WFB

## STANDARD PROMISSORY NOTE

1. **THE PARTIES.** On May 16, 2018, One (1) individual known as Lisa Marie Presley of 21021 Ventura Blvd, Unit 340, Woodland Hills, CA 91364, referred to as "Borrower".

**HAS RECEIVED AND PROMISES TO PAY:**

NAUSSANY INVESTMENTS & PRIVATE LENDING of Jacksonville, Florida referred to as "LENDER", the sum of \$3,500,000.00 US Dollars, Referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 0.00 percent (0%) per annum, referred to as the "Interest Rate". Beginning on May 16, 2018 under the following terms and conditions:

2. **PAYMENTS.** The full balance of this Note, including any accrued interest and late fees is due and payable on May 16, 2022, referred to as the "Due Date". The Borrowed Money shall be at any time as long as it is before the Due Date and not in violation of any Prepayment Penalty as mentioned in Section 6.

In addition, money that is not paid by the Borrower on time for any installment or lump sum payment will be charged the Interest Rate of 4.25% of late fees.

3. **SECURITY.** This note shall be secured under the following conditions:

The Borrower agrees to Security of her 15% ownership in Elvis Presley Enterprises, 3734 Elvis Presley Blvd, Memphis TN 38116 and that Borrower understands that for release of "Lien" full amount of funds borrowed will need to be paid in full or by default the Lien will be filed and legal action taken.

The Borrower agrees to Security of her 100% ownership in the following real estate listed in The Promenade Trust/Graceland 3734 Elvis Presley Blvd, Memphis, TN 38116 and that Borrower understands that for release of "Lien" full amount of funds borrowed will need to be paid in full or by default the Lien will be filed and legal action taken.

Property Description: Graceland 3734 Elvis Presley Blvd, Memphis, TN 38116  
The Promenade Trust (filed in Los Angeles County Los Angeles CA)  
Legal Description: Part of the Ruth Brown Moore 179.42 acre tract of Lot 3 in Section 2, Township 1, Range 8 West being more particularly described as follows:  
Being at a point in the east line US Highway No 51 South, a distance of 929.45 feet

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09/18/23  
09/18/23

LMP PH 01331851  
05182018 WFR

Northwardly, as measured along the east line of said highway, from its intersection with the north line of Timothy Drive, said point of beginning being the south-west corner of the Ruth Brown Moore 18 acre tract; thence north along the east line of said highway so 51 south a distance of 490 feet to a point; thence east 900 feet to a point thence north 210.92 feet to a point in the north line of the Ruth Brown Moore 179.42 acre tract thence north 89 degrees 56 minutes 30 seconds east, along the north line of said tract 219.2 feet to a point thence south 801.14 feet to a point thence 104.1 feet in a point thence 100 feet to a point in the south line of the Ruth Brown Moore 18 acre tract thence west along the south line of said tract 1015.10 feet to the point of beginning containing an area of 13.891 acres.

referred to as the "Security", which only by default will transfer to the possession and ownership of the Lender IMMEDIATELY IF THIS NOTE should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this Note. If the Borrower breaches this provision, the Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

If the Borrower defaults under this Note the Lender shall have the right to obtain ownership and possession of the Security. The Lender shall have the sole option to accept it as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

**4. INTEREST DUE IN THE EVENT OF DEFAULT.** In the event the Borrower fails to pay the note in full on the Due Date, the unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.

**5. ALLOCATION OF PAYMENTS.** Any payments made paid by borrower will be credited, borrower understands that if note goes in default penalties will apply.

**6. PREPAYMENT.** Borrower may prepay this Note without penalty as long as there is no DEFAULT.

**7. ACCELERATION.** If the Borrower is in default under this Note or is in default under another provision of this Note, such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable. This includes rights of possession to the Security mentioned in Section 3.

**8. ATTORNEYS' FEES AND COSTS.** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after default, including reasonable attorneys' fees. If lender or Borrower sues to enforce the Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and cost incurred in the proceeding (including those incurred in any

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09/18/23  
05182018 WFR

UMP PN #138853  
 05162018 WFO

bankruptcy proceeding or appeal) from the non-prevailing party.

**9. WAIVER OF PRESENTMENTS.** Borrower waives presentment for payment, a notice of dishonor, protest, and notice of protest.

**10. NON-WAIVER.** No failure or delay by Lender in exercising Lenders' rights under this Note shall be considered a waiver of such rights.

**11. SEVERABILITY.** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**12. INTEGRATION.** There are no verbal or other agreements that modify or affect the terms of this Note. This note may not be modified or amended except by a written agreement signed by Borrower and lender.

**13. CONFLICTING TERMS.** The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

**14. NOTICE.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

**15. GUARANTORS.** There shall be no person or entity, under the terms of this Note, that shall be responsible for the payment, late fees, and any accrued interest other than the Borrower and the said security of this Note.

**16. EXECUTION.** The Borrower executes this Note as a principal and not as a surety. There is no Co-Signer.

**17. GOVERNING LAW.** This note shall be governed under the laws in the State of Florida.

With my signature below, I have read and understood this Promissory Note and fully understand the definitions, actions and consequences of this Promissory Note.

BORROWERS' SIGNATURE

0138853

09/18/23

(MP PH #138253)  
05162018 WTB

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18 day of May 2018, by means of ☒ physical presence or ☐ online notarization, by LISA MARIE PRESLEY, who says that she is the BORROWER of this PROMISSORY NOTE and that she has read the foregoing, and is either known to me or produced a current Driver's License as identification.

NOTARY PUBLIC

Sign: Ruby L. Phobick

Print: Ruby L. Phobick  
My Commission Number is: 05162018  
My Commission Expires: Mar 26 2019

#138253

09/18/23

09/18/23



09/18/23

LMP PN #1355053  
05/16/2018 WFB

DATED THIS 16<sup>TH</sup> DAY OF MAY 2018

(Sole Owner Lisa Marie Presley/ Elvis A. Presley Residuary Trust/The  
Promenade Trust/Lisa Marie Presley.)

LENDERS' SIGNATURE (or acting representative)

  
LISA MARIE PRESLEY

DATED THIS 16<sup>TH</sup> DAY OF MAY 2018

#1355053

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09/18/23

DWP PN #138853  
05162018 WTB

To the best of my knowledge the following is an estimated list of Debts & Assets

Federal Tax	\$1030584.94 (year 2017)
California Franchise Tax	\$370000.00 (year 2017)
America Express	\$210000.00
Citi Card	\$10000.00
GM Financial	\$68732.00
Med	\$130000.00

Deutsche Bank JVF	\$2990.00
Wells Fargo (total for accounts)	\$150000.00 estimate
Coer Hall (UK)	\$500000.00 estimate (financed with mortgage)

#138853

09/18/23

09/18/23

LMP PW #138853  
05163018 WFO

Mail to:

Recorder Clerk

**DEED OF TRUST**

This Deed, effective this 16<sup>th</sup> day of May, 2018, by and among Lisa Marie Presley, with address at 21021 Ventura Blvd #340, Woodland Hills, CA 91364 ("Trustor"), and Naussemy Investments & Private Lending LLC, Jacksonville, FL ("Lien Holder Beneficiary"),

Witnesseth that the Trustor, for valuable consideration, hereby conveys, assigns, and confirms unto the Lender, in trust and with power of sale for the security of the Beneficiary, and subject to the terms of this Deed of Trust, the real property located in the County of SHELBY, State of Tennessee, and more particularly described as follows: ADDRESS OF DESCRIBED PROPERTY SET BELOW: 3734 ELVIS PRESLEY BLVD, MEMPHIS TN 38116

Property Description: Graceland 3734 Elvis Presley Blvd, Memphis, TN 38116

Elvis Aron Presley Residency Trust/ Lisa Marie Presley

The Promenade Trust (filed in Los Angeles County Los Angeles CA)

Legal Description: Part of the Ruth Brown Moore 179.42 acre tract of Lot 3 in Section 2, Township 1, Range 8 West being more particularly described as follows:

Being at a point in the east line US Highway No 51 South, a distance of 929.45 feet Northwesterly, as measured along the east line of said highway, from its intersection with the north line of Timothy Drive, said point of beginning being the southwest corner of the Ruth Brown Moore 18 acre tract; thence north along the east line of said highway to 31 south a distance of 490 feet to a point; thence east 900 feet to a point thence north 210.92 feet to a point in the north line of the Ruth Brown Moore 179.42 acre tract thence north 89 degrees 56 minutes 30 seconds east, along the north line of said tract 219.2 feet to a point thence south 501.14 feet to a point thence 104.1 feet to a point thence 100 feet to a point in the south line of the Ruth Brown Moore 18 acre tract thence west along the south line of said tract 1012.10 feet to the point of beginning containing an area of 13.891 acres.

together with any improvements on the said real property, and the rents, issues, profits, or any proceeds thereof, as well as any easements, right-of-way, licenses, awards, or any other benefits related to the said real property.

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09/18/23

09/18/23

LMP FN #138653  
05/16/2018 WTB

The purpose of this Deed of Trust is for the abovementioned real property to secure the obligations of the Trustor to the Beneficiary, whether existing now or after the signing of this Agreement, including the following:

1. Payment of a promissory note or obligation executed by the Trustor in favor of the Beneficiary dated May 16<sup>th</sup> 2018, whether or not incorporated or attached herein, with a principal indebtedness of \$ 3,500,000.00.
2. Performance of any other obligation of the Trustor in favor of the Beneficiary as may be incorporated or attached herein.
3. Payment of any other sums which the Trustor may borrow from the Beneficiary.
4. Payment or reimbursement of any costs relating to the enforcement of this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. The Trustor shall pay any indebtedness to the Beneficiary, when due and without any delay, including all related interests, penalties, fees, and charges.
2. The Trustor shall keep the real property in good condition, including all improvements, structures, or features included in the same, and execute all acts (including repairs) as may be required or necessary in order to reasonably maintain the value of the said real property.
3. The Trustor shall promptly address any actions, proceedings, or obligations affecting the real property at its own expense, including payment of any real estate taxes, discharging any liens or encumbrances, and all proceedings or suits in relation to the same.
4. The Beneficiary, through a written and recorded instrument, may appoint a successor or substitute Trustee.
5. The Beneficiary or its representatives are entitled at anytime to inspect the real property for the purpose of doing or executing any acts it is entitled to perform under this Agreement, or any other agreement between the Beneficiary and the Trustor.

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09/18/23

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LMP PH #378853  
05/16/2018 WFB

6. The Trustor shall maintain required and competent insurance policies for the real property, including fire, hazard, personal liability, and any other insurance which the Beneficiary may reasonably require, and pay all premiums for the same.
7. For the enforcement or performance of this Deed of Trust, the Trustee shall not be required to pay or risk any of its own funds since the said responsibility for the same shall belong to the Trustor.
8. This Deed of Trust shall inure for the benefit, and shall be binding with respect to the representatives, heirs, assigns, and successors of its respective parties.
9. The Trustor shall assign any proceeds, damages, compensations, and awards in relation to any eminent domain proceedings in relation to the real property, notify the Beneficiary of the existence of the any eminent domain notice or proceedings within five (5) days of knowledge, and elect whether any such proceeds should be applied to its principal indebtedness or in order to restore the real property prior to its previous value prior to condemnation.
10. The Trustor shall be considered in default: 1) if it delays in any payment or with the performance of any obligation secured by this Deed of Trust; 2) if it breaches any term or warranty of this Deed of Trust; 3) if it sells, assigns, leases, or conveys the real property in any manner, or causes any encumbrance on the same without the express consent of the Beneficiary.
11. If the Trustor defaults, then the Beneficiary may consider any or all obligations secured by this Deed of Trust as immediately payable and/or enforceable, without the need for any demand, notice or presentment of any kind (or to the minimum extent as may be required by law with respect to such demand, notice or presentment). Further, the Beneficiary shall be entitled to do any action (including taking possession of the real property, pay any sums, or enter into any proceedings in order to preserve, restore, or enhance the real property, including all actions to preserve, restore, enhance, or collect on any proceeds from the same. The Beneficiary resorting to any authorized action which it may have under this section shall not be construed as curing the default of the Trustor, or invalidating any of the rights or claims of the Beneficiary.

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09/18/23

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LMP FN #138253  
05162018 WTB

12. Additionally if the Trustor defaults, the Beneficiary may also commence an action or actions to foreclose this Deed of Trust as a Mortgage after giving notice of the time, place and terms of such sale of the Mortgaged Property to be sold in the manner required by applicable law, whether the said sale shall involve the entire or a portion of the said property at the election of the Beneficiary, to seek deficiency judgment in relation thereto, and to do any other action it is not precluded from doing under any relevant laws in furtherance of any of its rights under this Deed of Trust. The Trustee shall then execute a transfer of title and deliver the possession of the Mortgaged Property to the purchaser or purchasers as the case may be, and the Trustor warrants that the same shall be provided without any objection or delay. The Trustee shall receive the proceeds thereof and shall apply the same as required by applicable law. A partial sale of the Mortgaged Property shall not exhaust the Power of Sale by the Beneficiary over the same.
13. The remedies afforded to the Beneficiary or Trustee under this Deed are exclusive and cumulative with respect to any rights or remedies afforded to the Beneficiary or Trustee detailed under this Deed of Trust and are in addition to any other rights or remedies afforded under relevant laws.
14. Trustee shall reconvey to the Trustor, upon full payment of Trustee's fees and without any warranty, the real property subject of this Deed upon written request of the Beneficiary expressing that all indebtedness secured has been paid and/or has been satisfied. Recitals contained in the reconveyance shall be conclusive evidence of its truthfulness.
15. Any rights or remedies afforded to the Beneficiary shall be free from any statutory or common law right of redemption, marital share, homestead, or all other exemptions.
16. For any of its rights or remedies under this Deed, the Beneficiary may act through the Trustee. For this Deed, both the Beneficiary and Trustee may act through their respective representatives, agents, or employees.
17. The invalidity or unenforceability of any provision of this Deed of Trust shall not affect the validity or enforceability of any other provision.

#138253

LMP PN #138853  
05162018 WPA

18. The Trustor warrants that it lawfully owns fee simple title to and has the right to immediate possession of the premises.
19. The Trustor warrants that the real property is free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.
20. The Trustor and Lender (also known as Beneficiary) have agreed not to file this Deed of Trust unless Trustor, Lisa Marie Presley defaults on Promissory Note Dated May 16, 2018 and said note is due on May 16, 2022.

In witness whereof, the parties have hereunto set their hand and seal the day and year first above written.

Trustor's Signature

Lisa Marie Presley

Trustor Elvis Aron Presley Residuary Trust

Sole Owner of Graceland/ EPE 15%

Ownership

Trustee Signature

Lisa Marie Presley Trustee of The Promenade Trust/ Lisa Marie Presley

#### Acknowledgement Of Notary Public

State of Florida)

) ss

County of DUYAL

On this day personally appeared before me LISA MARIE PRESLEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are described in and who executed the foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal, the 11<sup>th</sup> day of May, 20 18.

*Kimberly J. Philbrick*

#138853

09/18/23

LMP PH 8138853  
05162018 WFB

NOTARY PUBLIC in and for the State of Florida

My commission expires Mar 26 2019

NOTARY PUBLIC



EMBURY L. PALMER  
Notary Public, State of Florida  
My Comm. Expires March 26, 2019  
Commission No. 2018-00762

A handwritten signature in black ink, appearing to read "Christopher J. Palmer", written over a horizontal line.

Representative of Haussary Investments & Private Lending LLC  
Also Known as Beneficiary of this Deed of Trust

#1388453

00-17-23

00-17-23



EPI4H August 2020 Outer Dimensions: 10 x 5

**PRIORITY®** **FLAT RATE ENVELOPE**  
**MAIL** **ONE RATE ■ ANY WEIGHT**  
APPLY PRIORITY MAIL POSTAGE HERE

APPLY PRIORITY MAIL POSTAGE HERE



Priority Mail  
US Postage Paid  
Jacksonville FL 322  
Permit No. 107798

Naussany Investments  
1601-1 N Main St  
Jacksonville FL 32206

PKG ID 173903  
WEIGHT 0.7 lbs  
1 of 1

08/03/2022

LISA MARIE PRESLEY  
21021 VENTURA UNIT 340  
WOODLAND HILLS CA 91367

ZIP-DELIVERY TO 91364



**9400 6041 9101 5583 0210 1159 49**

ELECTRONIC RATE APPROVED # 287654522

addressee refused

Phosph. 10.3 mg (0.04 mmol) added under N<sub>2</sub>; 20 min; 20°C

**PRIORITY®**  
**MAIL**

09/18/23

09/18/23

FLAT RATE ENVELOPE  
 ONE RATE ■ ANY WEIGHT

APPLY PRIORITY MAIL POSTAGE HERE

**P**

Priority Mail  
 US Postage Paid  
 Jacksonville FL 32206  
 Permit No. 1077984

# USPS PRIORITY MAIL

Naussany Investments  
 1601-1 N Main St  
 Jacksonville FL 32205

PKG ID 003622  
 WEIGHT 0.7 lbs  
 1 of 1

07/05/2022

LISA MARIE PRESLEY  
 21021 VENTURA BLVD UNIT 340  
 WOODLAND HILLS CA 91364

ZIP-DELIVERY TO 91364



9480 0804 3400 7721 6588 9656 49

ELECTRONIC RATE APPROVED # 947614622

Priority Mail is a registered trademark of the U.S. Postal Service



EPI 4H August 2020 Outer Dimensions: 10 x 6

For international shipments, the maximum weight is 4 lbs.

09/48/23

6-8-23

**PRIORITY®**  
**MAIL**  
FLAT RATE ENVELOPE  
ONE RATE ■ ANY WEIGHT  
APPLY PRIORITY MAIL POSTAGE HERE

	Priority Mail US Postage Paid Jacksonville FL 32206 Permit No. 1077984
<b>USPS PRIORITY MAIL</b>	
Naussany Investments 1601-1 N Main St Jacksonville FL 32206	PKG ID 299037 WEIGHT 0.7 lbs 1 of 1
06/01/2022 USA MARIE PRESLEY 21021 VENTURA BLVD UNIT 340 WOODLAND HILLS CA 91364	
ZIP-DELIVERY TO 91364	
	
9400 1365 0556 2940 7162 4173 98	
ELECTRONIC RATE APPROVED # 967654622	

EPT14H August 2020 Outer Dimensions: 10 x 5

For international shipments, the maximum weight is 4 lbs.

# commercial appeal

## Foreclosure / Sheriff Sales

Originally published at [commercialappeal.com](https://commercialappeal.com) on 05/12/2024

### Notice of Foreclosure Sale

By virtue of the authority vested in the Trustee under that certain Deed of Trust, (Deed of Trust) dated May 16, 2018, executed by Lisa Marie Presley, now deceased, securing Mortgage Graceland 3734 Elvis Presley Blvd, Memphis TN 38116/The Promenade Trust to Naussany Investments and Private Lending LLC, in the original principal sum of \$3,800,000.00 as assigned to Naussany Investments and Private Lending LLC, and the undersigned having been appointed by instrument and default having been made under the terms of said note and Deed of Trust and all provisions of same having been complied with so as to authorize the Lender Naussany Investments and Private Lending LLC of Note and Deed of Trust to advertise and sell the described in the aforesaid Note/Deed of Trust. Therefore, on May 23, 2024 at 11:00 a.m. at the front of the Shelby County Courthouse, 140 Adams Ave, Memphis TN 38103, the undersigned will sell the property described in said Deed of Trust and herein after described at public auction to the highest and best bidder for cash, in bar of all equities of redemption, homestead, dower, and all other rights or exemptions of every kind all of which were expressly divested in said Deed of Trust, said property being located more particularly described as follows: Graceland, 3734 Elvis Presley Blvs Memphis TN 38116, The Promenade Trust (filed in Los Angeles County CA) 13.891 acres of the Ruth Brown Moore 179.2 acre tract now known as Graceland, Shelby County, Memphis TN. The sale will be made subject to all unpaid taxes and subject to any applicable easements and restrictions or prior liens or mortgages, if any. In the event the high bidder at the foreclosure sale should fail to comply with the submitted bid, the lender reserves the right to take next highest bid in which is able to comply, or to re-advertise and sell at a later date with the right reserved to adjourn the day of sale to another date certain without further publication upon announcement on the day of the sale at the time set forth above. Proceeds of the sale shall be applied as provided for by the terms of the Deed of Trust, and this notice shall be published in the Commercial Appeal, Shelby County Memphis TN three times on the following dates: May 5, 2024, May 12, 2024 and May 19, 2024. Other interested parties:None This 3rd day of May 2024, Naussany Investments and Private Lending LLC c/o NIPL LLC PO Box 514 Kimberling City MO 65686. THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Publication Dates

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**MORTON  
& GERMANY<sup>PLLC</sup>**

Attorneys at Law

May 14, 2024

***Via Certified Priority U.S. Mail  
And Email:***

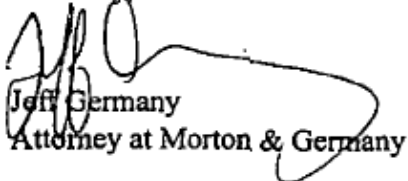
Kurt Naussany  
Naussany Investments and  
Private Lending, LLC  
P.O. Box 514  
Kimberling City, MO 65686

Re: Keough v. Naussany Investments – Accompanying Complaint and Application for Injunction to Stay Sale of Real Estate purportedly conveyed by a deed of trust or Mortgage of the real property commonly known as 3734 Elvis Presley Boulevard Memphis, Tennessee 38116.

Dear Sir or Madam:

I am writing to you on behalf of Danielle Riley Keough, the duly appointed trustee of the Promenade Trust. Please be advised that on Monday, May 20, 2024, at 9:30 A.M. in the Chancery Court of Shelby County, 140 Adams Avenue, Memphis, Tennessee, 38103, I will ask the court to grant an injunction to stay the sale of the property advertised in the "Notice of Foreclosure Sale" attached to the accompanying complaint as Exhibit 3.

Sincerely,

  
Jeff Germany  
Attorney at Morton & Germany

Cc w/ attached complaint and exhibits to: **Carolyn Williams**  
<carolyn.williams.nipllc@outlook.com>, and  
**Kurt Naussany**  
<naussanyinvestmentsllc@outlook.com>

