

## OPINION SUMMARY

### MISSOURI COURT OF APPEALS EASTERN DISTRICT

PULASKI BANK,	)	No. ED99060
	)	
Respondent,	)	Appeal from the Circuit Court
	)	of St. Louis County
vs.	)	
	)	Honorable Thea Anne Sherry
NANTUCKET PARTNERS, L.C., A	)	
MISSOURI LIMITED LIABILITY	)	
COMPANY, and JULIAN HESS,	)	
Defendants, and KEITH BARKET,	)	
	)	
Appellant.	)	FILED: April 22, 2014

Keith Barket (“Barket”) appeals from the judgment of the trial court granting summary judgment in favor of Respondent Pulaski Bank (“Pulaski”). Pulaski brought suit to collect on a promissory note executed by Nantucket Partners, L.C. (“Nantucket”). The note was secured by personal guaranties executed by Nantucket’s three co-owners: Julian Hess, David Goffstein, and Barket. On appeal, Barket asserts Pulaski cannot recover on his personal guaranty because the addition of new collateral to secure the renewal of Nantucket’s note constituted a material modification of the guaranty obligation and, therefore, discharged Barket’s liability on the note.

AFFIRMED.

Division III holds: Because Barket’s personal guaranty was a continuing guaranty that specifically authorized Pulaski to take and hold additional security to secure the note at any time and without notice, we affirm the judgment of the trial court.

Opinion by: Kurt S. Odenwald, J., Mary K. Hoff, P.J., and Angela T. Quigless, J., Concur.

Attorney for Appellants: Paul J. Puricelli and Sam Alton

Attorney for Respondent: Daniel J. McNamee and Jacob D. Curtis

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