



Livingston Parish Recording Page

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First VENDOR

ASCENSION PROPERTIES INC

First VENDEE

PONDER & DOIRON LLC

Index Type: Conveyances

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Book

Book: 1020

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Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

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Additional Index Recordings			
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SALE WITH MORTGAGE

BE IT KNOWN, that on the date hereinafter stated, before the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

ASCENSION PROPERTIES, INC., a Louisiana corporation, domiciled in the Parish of Ascension, represented herein by Chris M. Ingram, duly authorized, whose mailing address is 15153 Highway 44, Suite A, Gonzales, LA 70737, (hereinafter designated as "SELLER"),

who declared that Seller hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto:

PONDER & DOIRON, LLC, a Louisiana Limited Liability Company, domiciled in the Parish of <u>\$\frac{1}{2}\text{.}\$ Helenou</u>, represented herein by Billy Doiron and Hoyt Ponder, duly authorized by virtue of a Certificate of Authority, on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana, whose mailing address is 4860 Highway 37, Greensburg, LA 70441, (hereinafter designated as "BUYER"),

here present, purchasing and accepting and acknowledging delivery and possession of the following described property, to-wit:

Seventy Three (73) certain lots or parcels of ground, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in that subdivision thereof known as THREE RIVERS ISLAND, SECOND FILING, and being more particularly described according to the official map of said subdivision, as revised on October 4, 2006, a copy of which map is attached hereto and made a part hereof, as LOTS ONE HUNDRED FIFTY ONE (151) through TWO HUNDRED TWENTY TWO (222), inclusive, and TRACT A-1, said subdivision, said lots having such measurements and dimensions and being subject to such servitudes as shown on the said map.

Buyers acknowledge that Three Rivers Island is accessible only by water and is not accessible by any road, public or private.

Subject to all previously recorded building restrictions; servitudes; rights of way; easements; building setback lines; and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

It is understood by the parties hereto that the seller herein makes no warranty as to soil conditions on the lot herein conveyed, the warranty referred to herein being restricted in its interpretation to warrant solely as to marketability of title.

Seller reserves all oil, gas and mineral rights in, under or pertaining to the property herein conveyed. Surface operations of any kind or nature whatsoever in connection with said mineral reservation are specifically prohibited.

As additional consideration, Seller quitclaims, transfers and conveys to Buyer all of the rights, title and interest which it may have in and to an uncovered Boat Slips on the waterfront portion of the lots as shown on the map attached to the "Second Amendment to Subdivision Restrictions for Three Rivers Island, Second Filing", on file and of record as in the office of the Clerk and Recorder for said Parish and State, without warranty, together with the non-exclusive use of any walkways or piers for the purpose of ingress or egress to and from said uncovered Boat Slips.

The parties hereto take cognizance of the fact that no survey has been ordered or requested on the described property and hereby relieve and release me, Notary, from any liability in connection therewith.

The Buyer acknowledges that no title examination on the herein described property in connection the this act of sale has been ordered by Buyer or made by the undersigned Notary, and Buyer does hereby relieve and release me, Notary, from any liability in connection with the condition of the title and/or any title defects which might have been disclosed by such title examination.

Seller makes no warranties, either expressed or implied, as to the condition of the property. Purchaser accepts the property in its "AS IS" condition and Seller's responsibility for the condition of the property is relieved at closing.

Buyer hereby acknowledges and recognizes that this is a sale of property in its "AS IS" condition, and accordingly, Buyer hereby relieves and releases Seller and all previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for reduction of the purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. Buyer acknowledges that Louisiana redhibition law enables the Buyer to hold the Seller responsible for any unknown defects in the property existing on the act of sale date, and that Buyer is hereby waiving that right.

I/We have read, understand and agree to be bound by the above waiver of warranty.

PONDER & DOIRON, LLC

By: Billy Doiron

By: Hoyt Doiron

The sale and conveyance is made and accepted for and in consideration of the price of FOUR HUNDRED EIGHTY THOUSAND AND 00/100 (\$480,000.00) DOLLARS, of which amount Buyer paid the sum of ONE HUNDRED EIGHT THOUSAND AND 00/100 (\$108,000.00) DOLLARS in cash, and for the remainder of the purchase price, namely the sum of THREE HUNDRED SEVENTY TWO THOUSAND ANN 00/100 (\$372,000.00) DOLLARS, Buyer has made and subscribed his one certain promissory note to the order of "ASCENSION PROPERTIES, INC.", stipulating to bear interest thereon at the rate of 7.25% per annum from date until paid, payable at 15153 Highway 44, Suite A, Gonzales, LA 70737, as follows: The sum of Forty Eight Thousand and 00/100 (\$48,000.00) Dollars being due and payable on or before August 31, 2008, and the balance of Three Hundred Twenty Four Thousand and 00/100 (\$324,000.00) Dollars being due and payable in 35 consecutive monthly installments of \$1957.50 each, the first of such installments being due and payable on or before the 1st day of September, 2008, with one final installment sufficient to pay the balance due, which installment shall be due and payable on or before Aug (457), 20/1

The sale price recited in this act does not necessarily reflect discounts or other concessions made by the Seller to Buyer.

The note paraphed for identification with this act further provides that, if it should be placed in the hands of an attorney for collection, by suit or otherwise, the maker will pay attorney's fees fixed at 25% of the amount due or in suit.

Said note was paraphed "Ne Varietur" by me, Notary, for identification herewith, and Seller acknowledges its receipt.

In order to secure the full and final payment of the unpaid purchase price, represented as aforesaid, together with all costs, including attorney's fees, Buyer grants and Seller retains a special

mortgage with vendor's lien and privilege on the property sold in favor of Seller and any future holder of the note, or any part thereof, until the note shall have been fully satisfied. The property conveyed shall not be sold, alienated or encumbered to the prejudice of this mortgage. If any part of this note shall not be punctually paid according to its tenor, the property may be seized and sold under executory process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable in cash. Buyer expressly dispenses with appraisement, and confesses judgment in favor of any holder of the note for its full amount with interest and costs, including attorney's fees, and all other amounts secured hereby.

Buyer shall pay all taxes assessed and all liens which may be asserted by governmental authorities against the property mortgaged before they become delinquent and keep the buildings and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other casualties as are covered by the Louisiana Standard Insurance Extended Coverage form in an amount equal to the unpaid balance on the note unless otherwise noted herein, in solvent insurance companies, and deliver the policies and renewals of such insurance to the holder of the note, which policies shall have the Seller or his assigns as a mortgagee under a standard mortgage clause. If Buyer fails to do so, holder is authorized (but not obligated) to pay the taxes or liens, and cause such insurance to be effected, at Buyer's expense. The holder of said note shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were due, and all sums so expended in paying taxes, liens, fees or insurance, shall bear interest at the rate of eight (8%) percent per annum from date of disbursement, and be further secured by this mortgage to the additional amount of fifteen (15%) percent of the original amount of the note.

If Buyer shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted to have Buyer adjudged an involuntary bankrupt, or proceedings be taken against Buyer looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case Buyer should fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or said taxes, promptly when due, or to effect and keep in force insurance, or to transfer and deliver the policies, as herein provided, then, and in any of the said events, all of the indebtedness at the option of Seller shall ipso facto, and without any demand or putting in default, except as provided herein, become immediately due and exigible; provided, however, that if any event of default occurs, Seller shall provide written notice to Buyer of such default and give Buyer thirty (30) days from receipt of notice to cure such default prior to accelerating and demanding payment in full.

There shall be no penalty for prepayment of the indebtedness evidence by the above-described note. Borrower has the right to make payments of Principal at any time before they are due without paying a Prepayment Penalty. However, the Note Holder may apply any prepayment to the accrued and unpaid interest on the prepayment amount, before applying the prepayment to reduce the principal amount of the note. If a partial prepayment is made, there will be no changes in the due date or in the amount of any monthly payment unless the Note Holder agrees in writing to those changes.

Should Borrower fail to pay any installment of principal and interest due under this Note within fifteen (15) days of when due, Borrower agrees to pay a late charge in an amount equal to five (5%) percent of the overdue payment of principal and interest.

This loan is not assumable without written consent of the Seller. Borrower may not transfer the herein described property this date mortgaged without the written consent or permission of the holder or future owner or owners of said indebtedness herein created. Any such transfer, without written permission, shall ipso facto, and without any demand or putting in default, cause all of said indebtedness to become immediately due and exigible.

The taxes on said property shall be pro-rated by the parties.

The word "Note" as used above includes the several notes, if more than one is referred to, and that term includes all indebtedness secured hereby, including principal, interest, attorney's fees and costs.

As used herein, the singular shall include the plural and the masculine the feminine.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the Buyer, its successors and assigns shall have and hold the described property in full ownership forever.

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana, on the 20th day of August, 2008, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

ASCENSION PROPERTIES, INC.

By: Chris M. Ingrar

PONDER & DOIRON, LLC

By: Billy Doiron

By: Woyt Ponder

Deborah Graves Ross, #10197

Notary Public



