CASH SALE

UNITED STATES OF AMERICA

BY: STEPHEN A. DUCZER, ET AL

STATE OF LOUISIANA

TO: ALL STATE FINANCIAL COMPANY

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 14th day of March, 2007, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

VERNELL ALLEN DUCZER GUILLOT, WIFE OF ARTHUR J. GUILLOT, JR. (SSN ###-##-6564), a person of the full age of majority, resident of and domiciled in St. Tammany Parish, who declared unto me, Notary, under oath, that she has been married twice, first to Stephen A. Duczer, from whom she was divorced July 11, 1983, Proceeding No. 75051, 22nd Judicial District Court for the Parish of St. Tammany, and second to Arthur J. Guillot, Jr., with whom she is presently living and residing at 2075 Lakeshore Drive, Unit B7, Mandeville LA 70448; Vernell Allen Duczer Guillot being represented herein through her duly appointed agent, Arthur J. Guillot, Jr., by virtue of a Power of Attorney, the original of which is attached hereto and made a part hereof;

STEPHEN A. DUCZER (SSN ###-##-6621), a person of the full age of majority, resident of and domiciled in St. Tammany Parish, who declared unto me, Notary, under oath, that he has been married twice, first to Vernell Allen, from whom he was divorced on July 11, 1983, Proceeding No. 75051, 22nd Judicial District Court for the Parish of St. Tammany, and second to Ginger Lou Pine, from whom he was divorced in Proceeding No. 90-10653, 22nd Judicial District Court for the Parish of St. Tammany; that he has not since remarried, and that his mailing address is 404 Claymont Court, Madisonville LA 70447;

hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over without any warranty whatsoever, not even for the return of the purchase price, but with substitution and subrogation to all rights and actions of warranty against all preceding owners and sellers, unto:

ALL STATE FINANCIAL COMPANY (TIN ##-###0597), a Louisiana partnership, represented by the undersigned partner, duly authorized, whose mailing address is declared to be 3421, N. Causeway Blvd., Suite 201, Metairie, Louisiana 70002;

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A certain piece or parcel of ground in the Parish of St. Tammany, Louisiana, in Section 12, in Township 7 South, of Range 10 East containing ten (10) acres, designated and bounded as follows, on the North by lands of Charles W. Bradley and Isaac West, with a front of three (3) acres on said boundary, running back three (3) acres and one-third (1/3) between parallel lines, and bounded East, South and West by vendors' lands.

Acquired from the Succession of William Dayton Robinson and Cora Clark Robinson Young, by act dated September 1, 1972 recorded at COB 684, folio 135 of the records of St. Tammany Parish.

LESS AND EXCEPT a portion of the above property acquired by the State of Louisiana in an instrument dated in July, 1973, recorded at COB 709, folio 461, State Project No. 454-04-04, Interstate Highway State Route I-12, St. Tammany Parish, Parcel 41-1-R-1 described as follows:

One (1) certain tract or parcel of land together with all the improvements situated wholly or partially thereon, together with all the rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining situated in Section 12, Township 7 South, Range 10 East, Greensburg land District, St. Tammany Parish, Louisiana identified as PARCEL NO. 41-1-R-1 on the property survey map made for and required to accommodate the construction of STATE PROJECT NO. 454-04-04, F.A.P. NO. I-12-1 (19) 39, HAMMOND — COVINGTON INTERSTATE HIGHWAY, STATE ROUGH I-12, ST. TAMMANY PARISH, LOUISIANA, prepared by Barnard & Burk and Howard, Needles, Tammen & Bergendoff, Joint Venture, Consulting Engineers, dated July 28, 1965 a copy of said map being on file in the office of the Louisiana Department of Highways in the City of Baton Rouge, Louisiana, said tract or parcel of land is more particularly described in accordance with said map as follows:

PARCEL NO. 41-1-R-1:

Begin at the 3/4" iron pipe marking the 1/4, 1/4 Section corner between Sections 11 and 12, Township 7 South, Range 10 East, Greensburg Land District from said point of beginning proceed North 01°07'50" West along the section line between Sections 11 and 12 a distance of 1,115.99 feet to the point of intersection of the southerly required right of way line of the aforementioned State Project; thence North 01°07'50" West along said section line a distance of 217.38 feet to a point thence North 01°07'50" West along said section line a distance of 100.29 feet to a point and corner, said point and corner being the point of intersection of the northerly required right of way line of the aforementioned State Project; thence South 72°00'59" East along said northerly required right of way line a distance of 1,100.89 feet (320.61 feet + 780.28 feet) to the point of commencement, from said point of commencement proceed South 72°99'59" East along said northerly required right of way line a distance of 665.07 feet to the point of intersection of Vendor's easterly property line and corner; thence South 01°45'04" East along said easterly property line a distance of 238.87 feet to the point of intersection of Vendor's southerly property line and corner; thence South 89°19'20" West along said southerly property line a distance of 234.91 feet to the point of intersection of the southerly required right of way line of the aforementioned State Project; thence North 72°00'59" West along said southerly required right of way line a distance of 415.55 feet to the point of intersection of Vendor's westerly property line and corner; thence North 01°45'04" West along said westerly property line a distance of 318.72 feet to the point of commencement and embracing a net required area of 4.365 acres, more or less, exclusive of Parcel Nos. 40-3-R-1 and 40-4-R-1 and 40-4-R-2.

The property transferred herein is also described according to legal descriptions prepared by John E. Bonneau & Associates, Inc. as follows:

PARCEL 1:

A certain piece or portion of land situated in Section 12, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana being more fully described as follows:

From the Section corner common to Sections 12, 45, & 46 Township 7 South, Range 10 East, St. Tammany Parish, Louisiana run South 00 degrees 02 minutes 40 seconds East for a distance of 2475.44 feet to a point; thence run South 89 degrees 24 minutes 43 seconds West for a distance of 3118.64 feet to the point of beginning.

From the point of beginning run South 01 degrees 27 minutes 25 seconds East for a distance of 457.36 feet to a point on the North right-of-way of Interstate 12; thence run along said right-of-way North 72 degrees 18 minutes 38 seconds West for a distance of 662.74 feet to a point; thence leaving said right-of-way run North 01 degrees 27 minutes 25 seconds West for a distance of 248.06 feet to a point; thence run North 89 degrees 08 minutes 40 seconds East for a distance of 305.87 feet to a point; thence run North 89 degrees 24 minutes 43 seconds East for a distance of 320.26 feet back to the point of beginning.

Said parcel of land contains 5.04 acres more or less.

PARCEL 2:

A certain piece or portion of land situated in Section 12, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the section corner common to Sections 12, 45, & 46 Township 7 South, Range 10 East, St. Tammany Parish, Louisiana run South 00 degrees 02 minutes 40 seconds East for a distance of 2475.44 feet to a point; thence run South 89 degrees 24 minutes 43 seconds West for a distance of 3118.64 feet to a point; thence run South 01 degrees 27 minutes 25 seconds East for a distance of 696.23 feet to a point; thence run South 89 degrees 00 minutes 36 seconds West for a distance of 232.13 feet to a point on the South right-of-way Interstate 12 also being the point of beginning.

From the point of beginning and leaving said right-of-way continue South 89 degrees 00 minutes 36 seconds West for a distance of 393.97 feet to a point; thence run North 01 degrees 27 minutes 25 seconds West for a distance of 133.57 feet to a point on the South right-of-way of Interstate 12; thence run along said right-of-way South 72 degrees 18 minutes 38 seconds West for a distance of 417.03 feet back to the point of beginning.

Said parcel of land contains 0.597 acres more or less.

Purchaser further acknowledges that the property hereby conveyed including the real estate, is conveyed by the vendor "AS IS" and without warranty as to physical condition, and with the exclusion of and release by purchaser of any and all legal or implied warranties and purchaser expressly waives any and all claims against vendor for vices or defects in said property. Purchaser further acknowledges that it has fully inspected said property and is not relying on any representation as to its condition which has or may have been made by the vendor.

Purchaser further waives and releases vendor and its agents, employees, and/or insurers from any and all claims or causes of action which have arisen or might hereafter arise whether presently known or unknown, in redhibition or for loss or damage resulting in whole or in part from the condition of or defects or vices, whether latent or patent in the property conveyed or

POWER OF ATTORNEY TO SELL REALTY

UNITED STATES OF AMERICA

STATE OF LOUISIANA

BY: VERNELL ALLEN DUCZER GUILLOT

TO: ARTHUR J. GUILLOT, JR.

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this day of March 2007, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

VERNELL ALLEN DUCZER GUILLOT, WIFE OF ARTHUR J. GUILLOT, JR. (SSN ###-##-6564), a person of the full age of majority, resident of and domiciled in St. Tammany Parish, who declared unto me, Notary, under oath, that she has been married twice, first to Stephen A. Duczer, from whom she was divorced July 11, 1983, Proceeding No. 75051, 22nd Judicial District Court for the Parish of St. Tammany, and second to Arthur J. Guillot, Jr., with whom she is presently living and residing at 2075 Lakeshore Drive, Unit B7, Mandeville LA 70448;

who declared that appearer does name, constitute and appoint, and does by these presents, make constitute and appoint Arthur J. Guillot, Jr., a person of the full age of majority and a resident of and domiciled in St. Tammany Parish, Louisiana, as appearer's true and lawful agent and attorney in fact, general and special, giving, and by these presents, granting unto the said attorney, full power and authority for appearer and in appearer's behalf, to sell without any warranty whatsoever, not even for the return of the purchase price, to any firm, person or corporation, for such consideration and on such terms, conditions, stipulations as the said agent and attorney in fact may deem necessary and proper, on terms of all cash, the appearer's interest in the following described property, to-wit:

A certain piece or parcel of ground in the Parish of St. Tammany, Louisiana, in Section 12, in Township 7 South, of Range 10 East containing ten (10) acres, designated and bounded as follows, on the North by lands of Charles W. Bradley and Isaac West, with a front of three (3) acres on said boundary, running back three (3) acres and one-third (1/3) between parallel lines, and bounded East, South and West by vendors' lands.

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in the office of the Louisiana Department of Highways in the City of Baton Rouge, Louisiana, said tract or parcel of land is more particularly described in accordance with said map as follows:

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Said parcel of land contains 0.597 acres more or less.

Said agent is hereby further authorized to accurately describe the land to be sold, approve any survey thereto, completely as appearer would be permitted to do were appearer present; all on such terms and conditions as agent may deem proper and to the appearer's best interest. The said agent is further authorized and empowered and instructed to receive the cash price on appearer's behalf, less real estate commissions, taxes and expenses of the act of sale.

In the furtherance of the above and foregoing power and authority, agent is hereby authorized, empowered and instructed to execute for and on behalf of the appearer an act of sale, covering said property, containing such terms, conditions and stipulations as the said agent may deem necessary to incorporate therein.

Appearer does now declare that the intent of this instrument is that the authority of the said agent is without limit and reserve except as herein specified and that all acts and things done by agent in furtherance of the above be and the same are hereby ratified and shall be binding upon appearer to the same extent as if appearer were personally present and did all of the things done by the said agent and signed each and every note, mortgage and assumption signed by the appearer by the said agent.

THUS DONE AND PASSED, in my office in Manual, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned witnesses and me, Notary, after reading of the whole.

WITNESSES:

PrintWitness Name: AIANCY (FUEDINEYER

Knell Gelen Stieger Hailest VERNELL ALLEN DUCZER GUILLOT

LA BAR/NOTARY NO.

NOTARY PUBLIC

ROBERT J. MARTIN

(LA STATE BAR NO. 09001)

NOTARY PUBLIC:

STATE OF LOUISIANA

MY COMMISSION IS ISSUED FOR LIFE

any part thereof, whether such conditions, vices or defects give rise to such claim or cause of action which should have been known to either purchaser or vendor.

The purchaser takes cognizance of all defects, apparent or not apparent, and does hereby acknowledge that the purchase price of the said property reflects a diminution in price in order to compensate purchaser for the condition of the improvements, a lack of legal access, and defects of title, ownership and description, and purchaser hereby agrees to take title to the said property subject to no guarantees or warranties of any nature or kind concerning the title to the property or condition or the use of said property as a result of the condition of survey or title, except for the acts of the vendor.

TO HAVE AND TO HOLD the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of SIXTY-FIVE THOUSAND AND NO/100 (\$65,000.00) Dollars, lawful current money of the United States of America, which amount the said purchaser has paid in ready cash, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefore.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors", and whenever the word "purchaser" is used it shall be construed to include "purchasers".

All the agreements and stipulations herein contained, 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 hereto.

The certificates of mortgage and conveyance as required by Article 3364 of the revised Civil Code of Louisiana are waived.

All state and parish taxes assessed against the property herein conveyed up to and including 2006 are paid. The taxes for the year 2007 are to be paid by the Purchaser.

THUS DONE AND PASSED in St. Tammany Parish, Louisiana, on the day, month and year first hereinabove written, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

VERNELL ALLEN DUCZER GUILLOT

STEPHEN A. DUCZER

ALL STATE FINANCIAL COMPANY

BY:

INER, Parther

MAYRONNE, NOTAR PUBLIC

LOUISIANA BAR NO. 25