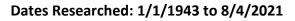


Exhibit F. Jamestown Business Park Partial Title Abstract



Jamestown Business Park Partial Title Abstract



Current Owner	Jamestown, Inc.
Parcel Numbers	5119006
Acreage	8.67
Location	Section 21, T6S, R8E
	7/21/2003
Date Acquired Instrument Number	
	641862
Book/Page	965/443
Current Owner	Robert A. Maurin, III
Parcel Numbers	2033402, 2140101
Acreage	1.92
Location	Section 21, T6S, R8E
Date Acquired	10/16/2002
Instrument Number	620272
Book/Page	948/769
Current Owner	lamastaura las
Current Owner	Jamestown, Inc.
Parcel Numbers	4023803
Acreage	1.00
Location	Section 21, T6S, R8E
Date Acquired	5/2/2000
Instrument Number	561968
Book/Page	896/301
Current Owner	Jamestown, Inc.
Parcel Numbers	1895508, 2145707
Acreage	60.79
Location	Section 21, T6S, R8E
Date Acquired	3/1/2000
Instrument Number	558241
Book/Page	892/734
ROW Document 1	Predial Servitude (part of Cash Sale)
Entity Acquiring ROW	City of Hammond
Owner of Property when Acquired	Jamestown, Inc.
Date	1/29/2020
Instrument Number	1043515
Book/Page	1530/315
	Dradial Camituda (mant of Carls Cals)
ROW Document 2	Predial Servitude (part of Cash Sale)
Entity Acquiring ROW	City of Hammond
Owner of Property when Acquired	Robert A. Maurin, III
Date	1/29/2020
Instrument Number	1043514
	1530/310
Book/Page	
ROW Document 3	Servitude
ROW Document 3 Entity Acquiring ROW	Entergy
ROW Document 3	
ROW Document 3 Entity Acquiring ROW Owner of Property when Acquired Date	Entergy Robert A. Maurin, III 7/11/2011
ROW Document 3 Entity Acquiring ROW Owner of Property when Acquired	Entergy Robert A. Maurin, III



ROW Document 4	Servitude of Passage
Entity Acquiring ROW	Tangipahoa Parish
Owner of Property when Acquired	JoAnn Darouse Richards, et al
Date	6/12/2002
Instrument Number	611086
Book/Page	941/161
ROW Document 5	Servitude of Passage
Entity Acquiring ROW	Tangipahoa Parish
Owner of Property when Acquired	Mary Sue Darouse, et al
Date	6/12/2002
Instrument Number	611085
Book/Page	941/159
ROW Document 6	Assignment of Lease
Entity Acquiring ROW	Chevron, USA, Inc. (from William G. Castle, Jr.)
Owner of Property when Acquired	Estha Gahn Rome and James W. Gahn et ux
Date	12/12/1986
Instrument Number	366434
Book/Page	640/402
ROW Document 7	Oil, Gas and Mineral Lease
Entity Acquiring ROW	William G. Castle, Jr.
Owner of Property when Acquired	James W. Gahn et ux
Date	11/20/1984
Instrument Number	339523
Book/Page	600/172
ROW Document 8	Oil, Gas and Mineral Lease
Entity Acquiring ROW	William G. Castle, Jr.
Owner of Property when Acquired	Estha Gahn Rome
Date	11/20/1984
Instrument Number	339518
Book/Page	600/150

Sell Offs After Purchase

Cash Deed Jamestown, Inc. to City of Hammond	Instrument No. 1043515, Book 1530 Page 315,
	1/29/2020
Cash Deed Robert A. Maurin, III to City of	Instrument No. 104314, Book 1530, Page 310,
Hammond	1/29/2020

Mortgages/Liens

Multiple Obligations Mortgage	First Community Bank – Book 1155 Page 52
Mortgage Re-inscription	Book 2210 Page 683 – Re-inscription of Book 1155 Page 52
Collateral Mortgage	Central Progressive Bank – Book 887 Page 221
Mortgage Re-inscription	Book 1913 Page 492 – Re-inscription of Book 887 Page 221
Cancellation	Book 1632 Page 398 – Cancellation of Book 887 Page 221
Collateral Mortgage	Peoples Bank of Louisiana – Book 878 Page 604
Cancellation	Book 1613 Page 277 – Cancellation of Book 878 Page 604
Multiple Indebtedness Mortgage	State Bank & Trust – Book 1600 Page 494
Collateral Mortgage	Peoples Bank of Louisiana – Book 877 Page 365
Multiple Indebtedness Mortgage	State Bank & Trust – Book 1600 Page 511



Multiple Indebtedness Mortgage	State Bank & Trust – Book 1600 Page 494
Cancellation	Book 1733 Page 651 – Cancellation of Book 877
	Page 365
Act of Correction	Book 1948 Page 788 – Correction of Book 1600
	Page 511
Act of Amendment	Book 2139 Page 590 – Amendment of Book 1600
	Page 511
Re-inscription	Book 2509 Page 867 – Re-inscription of Book
	1600 Page 511
Cancellation	Book 2862 Page 759 – Cancellation of Book 1600
	Page 511
Multiple Obligations Mortgage	Florida Parishes Bank – Book 1115 Page 768
Cancellation	Book 1593 Page 91 – Cancellation of Book 1115
	Page 768
Home Equity Mortgage	Book 1612 Page 586
Cancellation	Book 2852 Page 790 – Cancellation of Book 1612
	Page 586

Maps/Plats Provided

Map 1 showing Gahn Road servitude and 1.415- acre tract in the proposed business site	Book 1530 Page 310
Map 2 showing 1.41-acre tract in the proposed business site	Book 1115 Page 768
Map 3 showing 0.51-acre tract in proposed business site	Book 892 Page 349

Ownership Names Researched

Name	Dates Researched
Jamestown, Inc.	1/28/2000 to Present
Robert A. Maurin, III	2/2/2000 to Present
Mary Sue Darouse	2/5/1987 to 7/21/2003
Jerry Jon Darouse	2/5/1987 to 7/21/2003
Frank Edward Darouse	2/5/1987 to 7/21/2003
Jo Ann Darouse Matthews	2/5/1987 to 7/21/2003
Rose Ann Willie Darouse Wittie	2/5/1987 to 7/21/2003
Renee Roberts Maurin	2/2/2000 to 10/16/2002
Karen Gahn Griffin	2/3/1989 to 1/28/2000
Catherine Gahn Glass	2/3/1989 to 1/28/2000
Judith White Perrone	2/3/1989 to 1/28/2000
Mark W. White	2/3/1989 to 1/28/2000
Rita Chriss Gahn	3/18/1953 to 1/28/2000
Stephen Oris Faller	2/5/1997 to 5/2/2000
Henry R. Drott	5/24/1988 to 2/22/2000
Esmond Drott	5/24/1988 to 2/22/2000
Katherine Sue White Faller	11/25/1980 to 1/28/2000
James Quincy Faller	11/25/1980 to 2/5/1997
Robert W. Ciruti	2/5/1987 to 9/13/1995



Mary Robertson Prince	2/5/1987 to 6/5/1995
James William Gahn	3/18/1953 to 5/22/1990
Estha G. Rome	6/18/1951 to 2/3/1989
Ouida Robertson Cooke	6/19/1974 to 2/5/1987
L.L.B.C. Home Builders, Inc.	9/16/1980 to 11/25/1980
Leonard Wainwright	8/9/1971 to 10/20/1971
Adam Joseph Rome	1/1/1943 to 6/18/1951

Tax Information

Parish	Tangipahoa Parish
Tax Year	2020
Assessed Ownership	Jamestown, Inc.
Assessment Number	4023803
Land	\$1,000.00
Improvements	\$5,134.00
Total Value	\$6,134.00
Taxes	\$727.37
Zoning	N/A
Municipal Address	44563 Gahn Lane, Hammond, LA
Parish	Tangipahoa Parish
Tax Year	2020
Assessed Ownership	Jamestown, Inc.
Assessment Number	1895508
Land	\$2,261.00
Improvements	\$4,761.00
Total Value	\$7,022.00
Taxes	\$833.16
Zoning	N/A
Municipal Address	44541 Gahn Lane, Hammond, LA
Parish	Tangipahoa Parish
Tax Year	2020
Assessed Ownership	Jamestown, Inc.
Assessment Number	5119006
Land	\$238.00
Improvements	\$0.00
Total Value	\$238.00
Taxes	\$28.91
Zoning	N/A



Municipal Address	Coburn Road, Hammond, LA
Parish	Tangipahoa Parish
Tax Year	2020
Assessed Ownership	Jamestown, Inc.
Assessment Number	2145707
Land	\$196.00
Improvements	\$5,000.00
Total Value	\$5,196.00
Taxes	\$616.15
Zoning	N/A
Municipal Address	44541 Gahn Lane, Hammond, LA
Parish	Tangipahoa Parish
Tax Year	2020
Assessed Ownership	Robert A. Maurin, III
Assessment Number	2140101
Land	\$612.00
Improvements	\$0.00
Total Value	\$612.00
Taxes	\$72.58
Zoning	N/A
Municipal Address	19354 Hwy. 190, Hammond, LA 70403
	19334 Hwy. 190, Hammond, LA 70403
Parish	Tangipahoa Parish
Tax Year	2020
Assessed Ownership	Robert A. Maurin, III
Assessment Number	2033402
Land	\$1,692.00
Improvements	\$0.00
Total Value	\$1,692.00
Taxes	\$200.64
Zoning	N/A
Municipal Address	19354 Hwy. 190, Hammond, LA 70403



JRIGINAL

CASH DEED

BY: MARY SUE DAROUSE, ET AL

UNITED STATES OF AMERICA

STATE OF LOUISIANA

TO: JAMESTOWN, INC.

PARISH OF TANGIPAHOA

BE IT KNOWN, that on this $\underline{11}^{m}$ day of JULY, 2003.

BEFORE ME, MARY E. LAVIGNE, a Notary Public duly commissioned and qualified,

in and for the Parish of Tangipahoa, State of Louisiana, therein residing, and in the presence of

the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

MARY SUE DAROUSE SS# , a major and resident of Jefferson Parish, single, never married, whose current mailing address is 313 West Maple Ridge Drive, Metairie, Louisiana 70001.

JO ANN DAROUSE MATTHEWS RICHARDS SS#

a major and resident of Hamilton County, Tennessee, married to Michael Scott Richards, with whom she is presently living and residing, whose current mailing address is 6447 Grubb Road, Hixson, TN 37343, represented herein by her agent and attorney in fact, Mary Sue Darouse, duly authorized by Power of Attorney attached hereto and made a part hereof.

FRANK EDWARD DAROUSE SS# a major and resident of Jefferson Parish, single, never married, whose current mailing address is 313 West Maple Ridge Drive, Metairie, LA 70001.

JERRY JON DAROUSE, Ssection a major and resident of Jefferson Parish, single, never married, whose current mailing address is 313 West Maple Ridge Drive, Metairie, LA 70001.

hereinafter sometimes referred to as "Vendor", who declared that Vendor does by these presents,

bargain, sell, convey, assign, grant, transfer, set over and deliver, with all legal warranties and

full substitution and subrogation to all rights and actions of warranty against all former owners and

vendors unto:

DY CLERK OF COUL

JAMESTOWN, INC. TIN**MAN**, A Louisiana corporation domiciled in Tangipahoa Parish, represented herein by Robert A. Maurin, III, its duly authorized officer, said corporation having a permanent mailing address of P.O. Box 1457, Hammond, Louisiana 70404.

= SCANNED

Instr# 641862 Filed Tangipahoa Parish Date: 07/21/03 Time: 9:16 AM Conv Book _____ Folio _____ Mtg Book _____ Folio _____ Book: 965 Page: 443 File Number: 641862 Seq: 1 hereinafter sometimes referred to as "Purchaser", here present accepting and purchasing for themselves, their heirs, successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

> A certain tract or parcel of land lying in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, being Lot VI of a survey by Clifford G. Webb, C. E. & Surveyor, dated February 20, 1975, attached to Act of Transfer recorded at COB 801, page 703, Tangipahoa Parish, La. and more particularly described by current survey as follows:

> Commencing at a point which is 844.76 feet South 89 deg. 40 min. 25 sec. West and 24.84 feet North 00 deg. 20 min. 25 sec. West from the Southeast Corner of Section 21, T6S, R8E; thence South 89 deg. 38 min. 54 sec. West 484.16 feet; thence North 00 deg. 18 min. 47 sec. West 847.97 feet; thence North 89 deg. 38 min. 56 sec. East 403.07 feet; thence South 00 deg. 19 min. 17 sec. East 406.90 feet; thence North 89 deg. 42 min. 18 sec. East 80.82 feet; thence South 00 deg. 20 min. 25 sec. East 440.98 feet to the POINT OF BEGINNING, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated July , 2003.

> Together with Servitude of Passage or Way dated April 13, 2002, recorded at COB 941, page 159, Tangipahoa Parish, Louisiana.

To have and to hold the above described property unto said Purchaser, purchaser's heirs,

successors and assigns in full ownership forever.

The consideration for this sale and conveyance is the price and sum of THIRTY FIVE

THOUSAND AND NO/100 (\$35,000.00) DOLLARS, which said purchaser has paid cash in

hand in current money to said vendor, who acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All parties hereto declare themselves to be of full capacity to contract and to enter into this

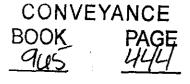
act of sale.

The vendor stipulates that the aforesaid property has not heretofore been sold or alienated

by vendor and is free of all mortgages and encumbrances.

Taxes and charges for three years preceding the execution and passage of this act are paid,

and the parties agree that the taxes for the current year are to be pro-rated.



The parties hereto waive any conveyance, mortgage and any other certificate required by law and relieve and release me, Notary, from any and all responsibility in connection therewith. No title examination or opinion has been requested of me, Notary, and none has been furnished.

THUS DONE AND PASSED on the day, month and year herein first above written in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearers and me, Notary, after reading of the whole.

WITNESSE8.

MARY SUE DAROUSE, individually and as

agent for Jo Ann Darouse Matthews Richards

rank Edward anor FRANK EDWARD DAROUSE

JERRY JON DAROUSE

JAMESTOWN, INC.

By:

Robert A. Maurin, Il

AVIGNE, NOTARY PUBLIC



POWER OF ATTORNEY

STATE OF TENNESSEE

COUNTY OF HAMILTON

KNOW ALL MEN BY THESE PRESENTS,

That I, JoAnn Darouse Richards, of the full age of majority and a resident of the State of Tennessee, County of Hamilton, do hereby make, name, constitute and appoint:

GADR

MARY SUE DAROUSE

my true and lawful Attorney-in-Fact, for me, and in my name, place and stead to execute a Cash Deed to Jamestown, Inc. conveying my undivided interest in the following described property, to-wit:

A certain tract or parcel of land situated in Section 21, T6S, R8E, Tangipahoa Parish, Louisiana, more particularly described as follows:

LOT VI on that certain map of an 85.38 acre tract of land as requested by Mrs. Ouida R. Cooke and Mrs. Mary R. Prince, prepared by Clifford G. Webb, C.E. and Surveyor, dated February 20, 1975, which said map is attached to the Judgment of Possession in the Succession of Ouida Robertson Cooke, recorded at COB 642, page 631, as amended at COB 645, page 363 and COB 824, page 863, Tangipahoa Parish, Louisiana.

I further grant unto my agent and attorney-in-fact full power and authority to sign all papers, deeds, settlement statements, affidavits, and other documents, to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified with the same validity as I might myself do, were I personally present and acting for myself, and I hereby ratify and confirm whatever my said Attorney may do, and any acts that she has previously performed by virtue of this power.

Thus done and Passed on this ______ day of July, 2003, in the presence of the undersigned competent witnesses who have hereunto signed their names with appearers and me, Notary, after due reading of the whole.

ichards) IN DAROUSE RICHARDS

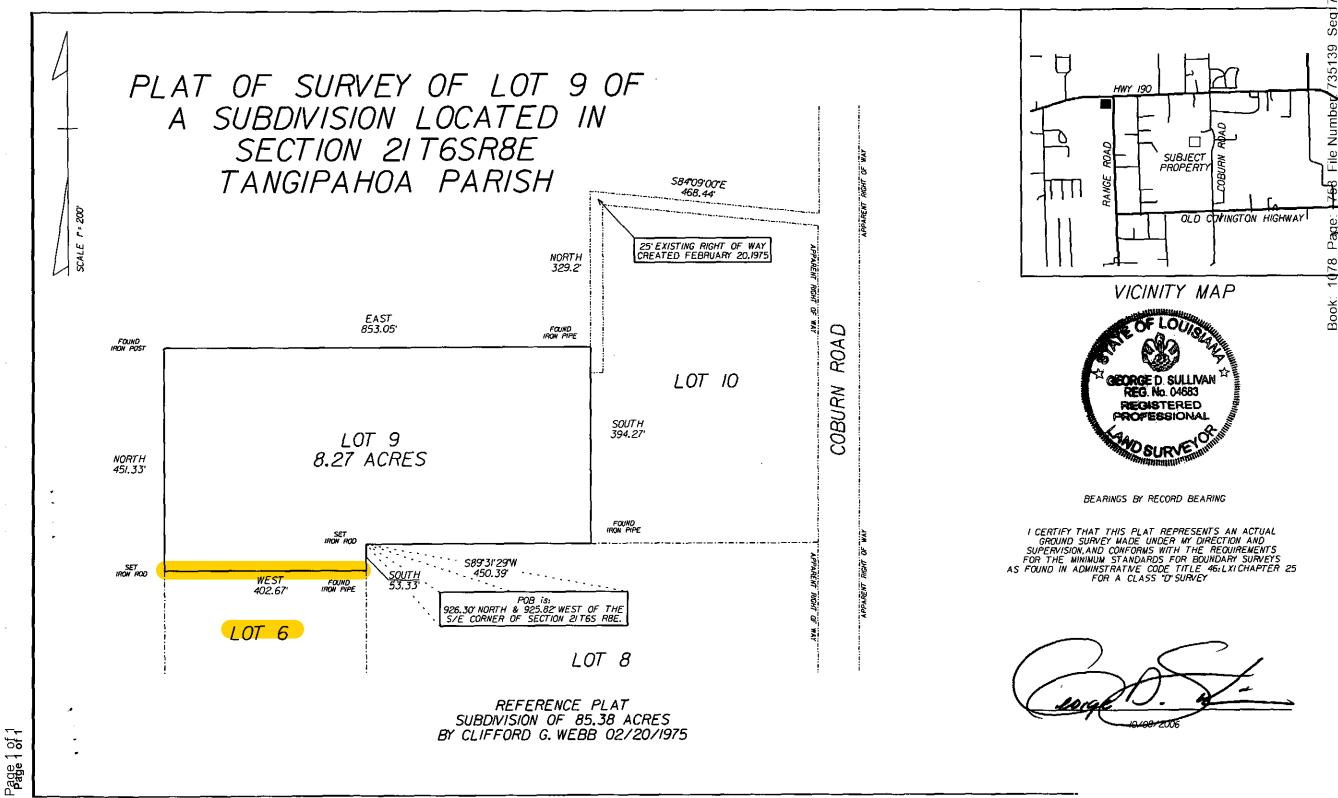
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Notary Public

My Comminution Expires April 26, 2005

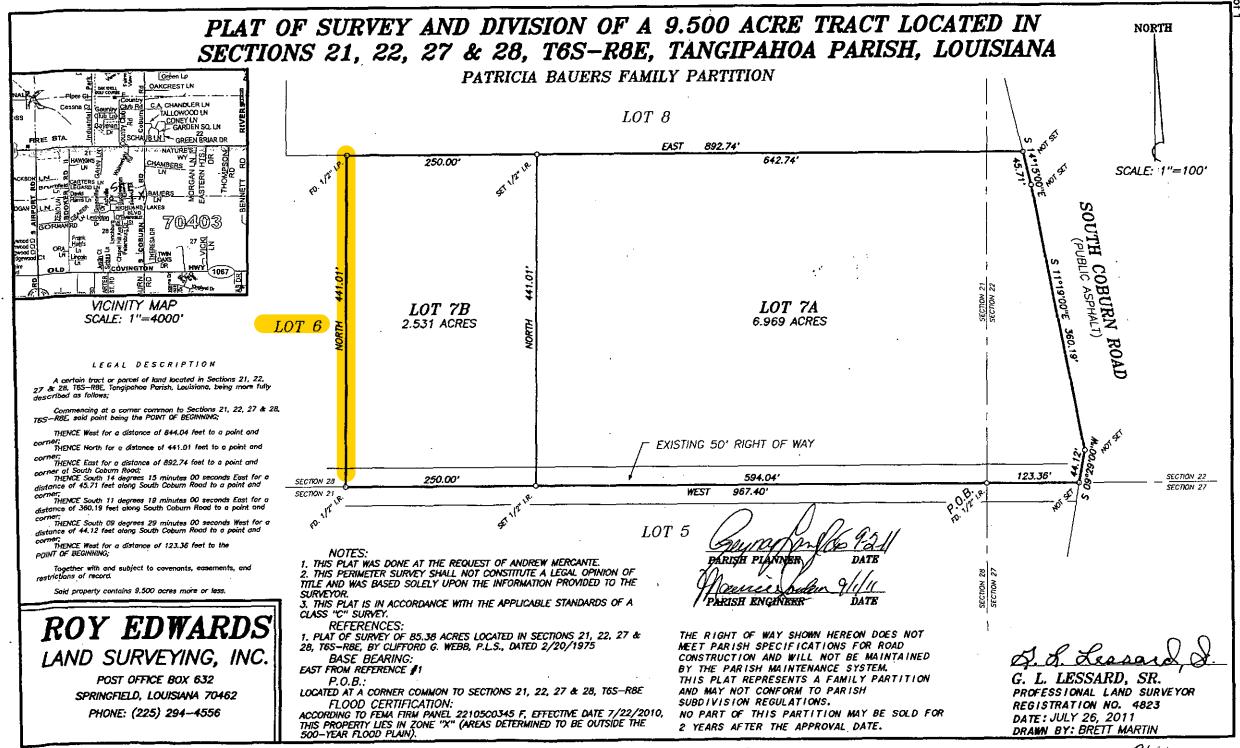
My Commission Expires:





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Number File Pag 1d7<u>8</u> Book:



Book:

1254

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711

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Number: 859931

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STATE OF LOUISIANA

NO. 2000-12580 CONSOLIDATED WITH NO. 2000-12615

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DIVISION C

) RIGINA

RENEE MAURIN

VS.

ROBERT A. MAURIN, III

Filed: October 9.2002

S/NANCY B. SANDIDGE

Deputy Clerk: DEPUTY CLERK

CONSENT JUDGMENT PARTITIONING JOINTLY OWNED PROPERTY AND RESOLVING ALL PENDING ISSUES AS OF COMPROMISE

WHEREAS, the parties to this action were married on April 2, 1977, and were divorced on February 6, 2001; and

WHEREAS, although the parties are separate in property by virtue of a separate property contract signed by them on March 25, 1977 and filed of record in Tangipahoa Parish on April 22, 1977, which separate property contract they hereby expressly and knowingly ratify, they did acquire certain property jointly during their marriage and intend, by this Consent Judgment, to partition and divide such property and to resolve all other issues remaining between them in these consolidated cases; and

WHEREAS, because all the terms of the parties' agreement to divide the jointly owned property and to resolve all other issues are contained herein, by their signatures below and that of their respective counsel, they jointly request that the Court adopt their agreement as its judgment, partitioning and dividing all jointly owned property previously acquired by them during their marriage and resolving all other issues pending in this consolidated case:

ACCORDINGLY AND THEREFORE, based upon the agreements of the parties, as indicated by their signatures and that of their respective counsel below pursuant to Civil Code article 3971 *et seq.*, and after considering the facts, the evidence, and the

-1-

law,

SCANNED

CONVEYANCE **'AGE**

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Filed Tangipahoa / arish Date: 10/16/02 Time: 10:52 Ah Conv Book Folio Book: 948gRage: 7695 File Number: 620272 Seq: 1

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Instr#

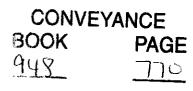
IT IS ORDERED, ADJUDGED, AND DECREED that Robert A. Maurin, III (hereinafter "Mr. Maurin") will pay to Renee Maurin (hereinafter "Ms. Maurin") the sum of **Two Hundred Thousand Dollars (\$200,000.00)** within sixty (60) days from the execution of this Judgment. This payment to Ms. Maurin is for, *inter alia*, her interest in all jointly owned properties acquired by the parties during their marriage and in consideration for this compromise. Renee Maurin transfers all her right, title, and interest in and to the following properties to Robert A. Maurin, III, and each property described below henceforth shall be the sole and exclusive property of Mr. Maurin, free and clear of any claim of right, title or interest in Ms. Maurin:

 Renee Maurin transfers all of her right, title, and interest in and to the former matrimonial domicile of the parties, 19354 Highway 190 East, Hammond, Louisiana, titled in the parties' names jointly, to Robert A. Maurin, III. The property is more particularly described as follows: A certain piece or parcel of land, together with all buildings and improvements situated thereon, located in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:
 Commencing at a point West 679 feet and South 40 feet from the Northeast corner of the Northwest Quarter of the

from the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, T6S, R8E, which point lies on the South right of way of U. S. Highway 190, proceed thence along said right of way East 217 feet; thence South 906 feet; thence West 123 feet; thence South 196 feet; thence West 94 feet; thence North 1102 feet back to the Point of Beginning all as shown on a survey by Gilbert Sullivan, Reg. Land Surveyor, dated March 17, 1992.

2) Renee Maurin transfers all of her right, title, and interest in and to the twenty (20) acres in Loranger, Louisiana, titled in the parties' names jointly, to Robert A. Maurin, III. The property is more particularly described as follows:

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An un-divided One-Half interest in and to the following described property:

A certain piece or parcel of land and all rights of way, servitudes and appurtenances thereunto belonging, comprising 39.85 acres, more or less, described as the Northeast Quarter of the Southwest Quarter of Section 19, Township 5 South, Range 9 East, Tangipahoa Parish, Louisiana, being more particularly described as follows, to-wit:

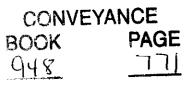
Begin at the Northeast corner of the Southwest Quarter of Section 19, T5S, R9E, which point is identified by an iron pipe; thence go South 0 deg. 8 min. East 1,316.2 feet to an iron well point; thence go North 89 deg. 35 min. West 1,319 feet to an angle iron; thence North 1,319 feet to an iron; thence go South 89 deg. 28 min. East 1,316.2 feet to Point of Beginning, all as per plan of survey by Gilbert Sullivan, Reg. Land Surveyor, dated January 28, 1979.

LESS AND EXCEPT THE FOLLOWING:

A certain piece or parcel of land and all rights of way, servitudes and appurtenances thereunto belonging, situated in Section 19, T5S, R9E, Tangipahoa Parish, Louisiana, and being described as the North 20 acres of the above described property sold to Lydia Didier at COB 725, page 458, Tangipahoa Parish, Louisiana, subject to a twenty-five (25') foot right of way along the West boundary for ingress and egress, more particularly described by survey attached to said deed, as follows:

Commencing at a point which is the Northeast Corner of the Northeast Quarter of the Southwest Quarter of Section 19, T5S, R9E; thence proceed South 00 deg. 08 min. East 661.56 feet; thence North 89 deg. 28 min. West 1217.74 feet; thence North 661.65 feet; thence South 89 deg. 28 min. East 1316.2 feet back to the Point of Beginning, all as more fully shown on a survey by Gilbert Sullivan, Reg. Land Surveyor, dated October 15, 1991.

3) Renee Maurin transfers all of her right, title, and interest in and to the warehouse building and immovable property located at 1100 West Coleman Avenue, Hammond, Louisiana, titled in the parties' names jointly, to Robert A. Maurin, III. The property is more particularly described as follows:



-3-

A certain tract or parcel of land situated in Section 26, T6S, R7E, and Square 106 of the Mooney Addition to the City of Hammond, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point South 75 deg. 30 min. West 30 feet from the Southeast Corner of Square 106 of the Mooney Addition to the City of Hammond, La. Proceed thence North 14 deg. 30 min. West 317 feet; thence South 7 deg. 19 min. West 134.62 feet; thence South 34 deg. 23 min. West 292 feet; thence North 75 deg. 30 min. East 270 feet to the Point of Beginning, all as more fully shown on a survey by Gilbert Sullivan, Reg. Land Surveyor, dated June 19, 1985.

4) Renee Maurin transfers all of her right, title, and interest in and to the

2.188 acres on Gahn Lane, Hammond, Louisiana, adjoining the

matrimonial domicile and titled in the parties' names jointly, to Robert A.

Maurin, III. The property is more particularly described as follows:

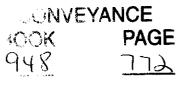
A certain tract or parcel of land lying in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point which is 2765.015 feet North 46 deg. 39 min. 55 sec. West of the Southeast Corner of Section 21, Township 6 South, Range 8 East; thence North 00 deg. 14 min. 56 sec. West 387.45 feet; thence North 85 deg. 12 min. 43 sec. West 247.38 feet; thence South 00 deg. 14 min. 56 sec. East 386.16 feet; thence South 84 deg. 54 min. 56 sec. East 247.5 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc.

5) Renee Maurin transfers all of her right, title, and interest in and to the 8.83 acres on Highway 190 East, Hammond, Louisiana, adjoining the matrimonial domicile, titled in the parties' names jointly, to Robert A. Maurin, III. The property is more particularly described as follows:

A certain tract of land commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, in the Parish of Tangipahoa, State of Louisiana, measure South 946 feet;

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thence West 462 feet; thence North 946 feet; thence East 462 feet to the place of beginning; less and except therefrom that portion sold amounting to 1.7 acres leaving a tract of land comprising 8.3 acres.

A strip of land 50 feet wide by 464 feet long, more or less, located in the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, Parish of Tangipahoa, State of Louisiana, containing 0.53 acres, more or less.

Being the same property acquired by Seller by Act of Donation from Mary Robertson Prince, dated August 31, 1992, recorded at COB 748, page 811, Tangipahoa Parish, Louisiana.

Said property is further described by Current Survey as follows:

A certain tract or parcel of land situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 deg. 14 min. 56 sec. East 766.26 feet; thence South 88 deg. 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U. S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated January 25, 2000, a copy of which is attached hereto and made a part hereof.

6) Renee Maurin transfers all of her right, title, and interest in and to Lot

19 consisting of twenty (20) acres in Big Sky, Montana, titled in the

parties' names jointly, to Robert A. Maurin, III. The property is more

particularly described as follows:

A certain piece or parcel of land together with all improvements thereon being the East Half of the Northwest Quarter of the Southeast Quarter of Section 30, Township 7 South, Range 4 East, Gallatin County, Montana.

TO HAVE AND TO HOLD TO ROBERT A. MAURIN, III, HIS HEIRS AND ASSIGNS, FOREVER.

CONVE	YANCE
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in consideration of Ms. Maurin's transfer to Mr. Maurin of all the properties described above, Mr. Maurin will assume and fully discharge any and all liabilities related to each property described to the complete discharge and acquittance of Ms. Maurin. In consideration of the mutual rights and premises contained herein, Mr. Maurin waives any and all reimbursement claims which he may have concerning the foregoing properties, and the parties acknowledge that such claims are substantial.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mr. Maurin transfers to Ms. Maurin all of his right, title and interest in items jointly acquired during the marriage and presently in Ms. Maurin's possession, consisting of the following:

- 1) All household furnishings.
- 2) All art work.
- 3) All clothing and personal effects, including Judith Leber handbags.
- 4) All jewelry in her possession.
- 5) Any other household item in her possession.
- 6) Any and all other movable property in her possession.

The parties otherwise knowingly waive a more particular itemization. Henceforth Ms. Maurin shall own all such items free and clear of any claim or right by Mr. Maurin.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Ms. Maurin transfers and quit claims to Mr. Maurin all of her right, title and interest, if any, in items and assets acquired during the marriage and presently in Mr. Maurin's possession, consisting of the following:

- 1) All furniture and household furnishings in his possession.
- 2) All personal effects, clothing, and other household items in his possession.

-6-



Nonder

> Interests in all business entities, corporations, limited liability corporations and partnerships, if any.

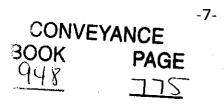
4) Any and all other movable property in his possession.

The parties otherwise knowingly waive a more particular itemization and acknowledge that the foregoing property is and always has been Mr. Maurin's separate property. Henceforth Mr. Maurin shall own all such items free and clear of any claim by Ms. Maurin.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that notwithstanding the division of personal property and furnishings described above, the parties will divide amicably all photographs in the matrimonial domicile. In the event that each party wishes to have any of the same photographs, those photographs will be duplicated so that each will have copies of all photographs that he or she chooses. All costs of duplication will be shared by the parties equally.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mr. Maurin transfers all of his right, title and interest in the 1993 Lincoln Town Car automobile, V.I.N No. 1LNLM82W7PY626721, that is in Ms. Maurin's possession and used by her. Ms. Maurin will assume all liability of any kind relating to the maintenance and operation of that vehicle and will indemnify and hold Mr. Maurin harmless from and against any liability or costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that having ratified the separate property contract signed by both of them on March 25, 1977, the parties expressly acknowledge that they were separate in property during the marriage and that each has separate property at this time. Without limitation, all stocks, bonds, bank accounts, brokerage accounts, corporate interests, partnership holdings, business endeavors, immovable property titled in one party's name individually or held for the benefit of him or her, all vehicles titled in the name of one party individually,



and all assets of any other kind and description titled in the name of each party shall remain his or her separate property. Mr. Maurin shall deliver the certificates evidencing Ms. Maurin's ownership of her separate stocks to her contemporaneously with the execution of this Consent Judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that with the execution of this agreement, Mr. Maurin will pay Ms. Maurin **Twenty-Five Thousand Dollars** (\$25,000.00) in cash, representing one/half of the proceeds from the sale of jointly owned property previously conveyed by the parties. The balance of the proceeds are Mr. Maurin's separate property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that neither party shall have any further reimbursement claim of any kind against the other party. Each party waives completely any claim of reimbursement from the other for all payments made by him or her on joint obligations or expenses during the parties' marriage and/or since the parties' separation. All reimbursement claims of whatever nature or type be and the same are hereby waived, as of compromise.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall be solely responsible for all debts and obligations titled or incurred in his or her name only and shall indemnify and hold the other party harmless from and against any such obligation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party hereby dismisses with prejudice any and all pending actions or claims filed or which could have been brought in this consolidated case. There are no outstanding claims of any nature or type existing between the parties, all of which be and the same are hereby dismissed with prejudice, as of compromise.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party shall be solely responsible for all legal fees, court costs, appraisal costs, and related expenses

-8-



incurred by him or her in connection with this action and will indemnify and hold the other party harmless from and against his or her costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party believes that the terms contained in this Consent Judgment are fair and equitable to each of them and fairly calculated. Each party relinquishes and releases the other from any further accounting and from any other demands of any kind or nature against the other party relating to or derived from their marriage.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that if it is necessary to execute additional documentation to transfer or clear title to any of the assets described herein, to describe more particularly any such property, or to perform any other act to effectuate any of the terms of this Consent Judgment, each party will do so when called upon in writing and shall cooperate fully in doing so.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that each party has been represented by independent counsel throughout the litigation, negotiation, and settlement of the claims in this partition action and warrants by his or her signature below that he or she understands this judgment completely and that he or she freely and voluntarily agrees to all terms contained in this Consent Judgment, which will be enforced as written. The parties agree that they shall keep all the terms of this Consent Judgment confidential except to the extent, and only to the extent, necessary to enforce this Consent Judgment in any way.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the obligations undertaken herein by the parties are personal obligations of each party only, for the consideration herein received. Third parties may deal with each party free and clear of any expressed or implied resolutory condition or rights of rescission.



-9-

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this property

division be and is hereby homologated by the Court as being fair and equitable, with the Court expressly so finding.

JUDGMENT READ AND RENDERED this _____ day of October, 2002, in

Covington, Louisiana.

S/RAYMOND S. CHILDRESS

JUDGE

READ, UNDERSTOOD, AND AGREED TO ALL TERMS:

RENEE MAURIN

APPROVED AS TO FORM AND CONTENT AND SUBMITTED:

ROBERT C. LOWE (8904) ELLEN WIDEN KESSLER (15001) Lowe, Stein, Hoffman, Allweiss & Hauver, L.L.P. 701 Poydras Street, Suite 3600 New Orleans, Louisiana 70139-7735 Telephone: (504) 581-2450 Attorneys for Robert A. Maurin III

PHIL WITTMAN (13625) CINDY H. WILLIAMS (01070) Stone, Pigman, Walther, Wittmann & Hutchinson, L.L.P. 546 Carondelet Street New Orleans, Louisiana 780130 Telephone: (504) 581-3200 Attorneys for Renee Maurin

CONVEYANCE PAGE BOOK

B Sarded &

RAM

Page 1 of 2 Page 1 of 2

CASH DEED

STEPHEN O. FALLER BY:

UNITED STATES OF AMERICA

"II

STATE OF LOUISIANA

TO: ROBERT A. MAURIN, III

PARISH OF TANGIPAHOA

BE IT KNOWN, that on this 1ST day of MAY, in the year of Our Lord, two thousand:

BEFORE ME, MARY E. LAVIGNE, a Notary Public duly commissioned and qualified, in

and for the Parish of Tangipahoa, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

STEPHEN O. FALLER SSN a major and resident of Tangipahoa Parish, single, never having been married, whose mailing address is P. O. Box 234, Meraux, Louisiana 70075.

hereinafter sometimes referred to as "Vendor", who declared that Vendor does by these presents, bargain, sell, convey, assign, grant, transfer, set over and deliver, with all legal warranties and full substitution and subrogation to all rights and actions of warranty against all former owners and vendors unto:

JAMESTOWN, INC., TIN a Louisiana corporation domiciled in Tangipahoa Parish, represented by Robert A. Maurin, III, its duly authorized President, whose current mailing address is 19354 Highway 190, Hammond, LA 70401.

hereinafter sometimes referred to as "Purchaser", here present accepting and purchasing for themselves, their heirs, successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

A certain tract or parcel of land situated in Section 21, T6S, R7E, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point 46 feet north of the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 21, T6S, R7E; thence measure 330 feet East to a point on a Gravel Road (Gahn Lane); thence North 132 feet along Gahn Lane; thence West 330 feet; thence South 132 feet back to the Point of Beginning, all in accordance with a survey by A. J. Zabbia & Associates, Inc., dated July 23, 1980.

DY. CLERK OF COURT

DRIGINAL

To have and to hold the above described property unto said Purchaser, purchaser's heirs,

successors and assigns in full ownership forever.

The consideration for this sale and conveyance is the price and sum of EIGHTY THOUSAND

AND NO/100 (\$ 80,000.00) DOLLARS, which said purchaser has paid cash in hand in current

money to said vendor, who acknowledges the receipt thereof and grants full acquittance and discharge

therefor.

SCANNED



Instr# 561968 Filed Tangipahoa Parish Date: 05/02/00 Time: 10:12 AM Conv Book _____ Folio Mtg Book _____ Folio ____ Book: 896 Page: 301 File Number: 561968 Seq: 1 All parties hereto declare themselves to be of full capacity to contract and to enter into this act of sale.

The vendor stipulates that the aforesaid property has not heretofore been sold or alienated by vendor and is free of all mortgages and encumbrances.

Taxes and charges for three years preceding the execution and passage of this act are paid, and the parties agree that the taxes for the current year are to be pro-rated.

The parties hereto waive any conveyance, mortgage and any other certificate required by law and relieve and release me, Notary, from any and all responsibility in connection therewith. No title examination or opinion has been requested of me, Notary, and none has been furnished.

THUS DONE AND PASSED on the day, month and year herein first above written in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearers and me, Notary, after reading of the whole.

WITNESSES: PUBLIC VIGNE, NOTARY



Dage 1 of 8 Page 1 of 8

CASH DEED

BY: RITA CHRISS GAHN, ET AL

TO: JAMESTOWN, INC.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BE IT KNOWN, that on this 28TH day of FEBRUARY, in the year of Our Lord, two thousand.

BEFORE ME, MARY E. LAVIGNE, a Notary Public duly commissioned and qualified, in and for

the Parish of Tangipahoa, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter

named and undersigned:

PERSONALLY CAME AND APPEARED:

RITA CHRISS GAHN SSN _____, a major and resident of Tangipahoa Parish, married but once and then to James W. Gahn, deceased, whose current mailing address is

KAREN GAHN GRIFFIN SSN ______ a major and resident of Tangipahoa Parish, married but once and then to Harold Griffin, with whom she is presently living and residing, whose current mailing address is ______ Amite, Louisiana, herein conveying separate and paraphernal property.

CATHERINE GAHN GLASS SSN , a major and resident of Austin, Texas, whose current mailing address is 603 Treys Way, Austin, Texas 78745, herein conveying separate and paraphernal property.

JUDITH WHITE PERRONE SSN ______, a major and resident of Pasadena, Texas, married but once and then to Pat Perrone, with whom she is presently living and residing, whose current mailing address is 5119 Barton Creek, Pasadena, Texas 77505, herein conveying separate and paraphernal property.

KATHERINE SUE WHITE FALLER SSN **Matter and an and a state of the state**

MARK W. WHITE SSN **Mathematical and a major and resident of Ascension Parish**, whose current mailing address is 41154 Halie Drive, Prairieville, LA 70769, herein conveying separate and paraphernal property.

Vendors Karen Gahn Griffin, Catherine Gahn Glass, Judith White Perrone, Katherine Sue White Faller and Mark W. White, are represented herein by their agent and attorney-in-fact, Rita Chriss Gahn, duly authorized by Powers of Attorney attached hereto and made a part hereof.

hereinafter sometimes referred to as "Vendor", who declared that Vendor does by these presents, bargain,

sell, convey, assign, grant, transfer, set over and deliver, with all legal warranties and full substitution and

subrogation to all rights and actions of warranty against all former owners and vendors unto:

JAMESTOWN, INC. TIN **Control** a Louisiana corporation domiciled in Tangipahoa Parish, represented herein by its duly authorized officer, Robert A. Maruin, III, President, said corporation having a permanent mailing address of 19354 Highway 190, Hammond, LA 70401.

hereinafter sometimes referred to as "Purchaser", here present accepting and purchasing for themselves, their

heirs, successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the

following described property, to-wit:

SCANNED



Instr# 558241 Filed Tangipahoa Farish Date: 03/01/00 Time: 2:22 PM Conv Book _____ Folio _____ Mtg Book _____ Folio _____

Book: 892 Page: 734 File Number: 558241 Seq: 1

SEE EXHIBIT "A" ATTACHED HERETO

To have and to hold the above described property unto said Purchaser, purchaser's heirs, successors and assigns in full ownership forever.

The consideration for this sale and conveyance is the price and sum of THREE HUNDRED SIXTY FIVE THOUSAND AND NO/100 (\$365,000.00) DOLLARS, which said purchaser has paid cash in hand in current money to said vendor, who acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All parties hereto declare themselves to be of full capacity to contract and to enter into this act of sale.

The vendor stipulates that the aforesaid property has not heretofore been sold or alienated by vendor and is free of all mortgages and encumbrances.

Taxes and charges for three years preceding the execution and passage of this act are paid, and the parties agree that the taxes for the current year are to be pro-rated.

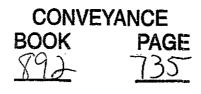
The parties hereto waive any conveyance, mortgage and any other certificate required by law and relieve and release me, Notary, from any and all responsibility in connection therewith. No title examination or opinion has been requested of me, Notary, and none has been furnished.

THUS DONE AND PASSED on the day, month and year herein first above written in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearers and me, Notary, after reading of the whole.

RITA CHRISS GAHN, individually and as agent And attorney in fact for KAREN GAHN GRIFFIN, CATHERINE GAHN GLASS, JUDITH WHITE PERRONE, KATHERINE SUE WHITE FALLER, And MARK W. WHITE.

JAMESTOWN, INC BY: URIN, III, President ROBERT A. MA

NOT



BY: JUDITH PERRONE

UNITED STATES OF AMERICA

TO: RITA CHRISS GAHN

STATE OF TEXAS

COUNTY OF

BE IT KNOWN, that on this $\underline{23}$ day of February, 2000.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the County of \underline{Harris} , State of Texas, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED: JUDITH PERRONE, a person of the full age of majority, who declares that he does by these presents name and appoint RITA CHRISS GAHN, a person of the full age of majority to act a her lawful agent and attorney in fact to execute for her in her behalf a deed, conveying to JAMESTOWN, INC., for the price and sum of \$365,000.00, the following described property, to-wit:

See Attached Exhibit "A"

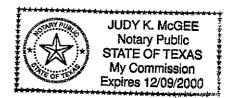
Appearer further declares that said deed shall contain such terms and conditions, and shall be in such amount said agent deems to be in Appearer's best interest, to receive and receipt for the proceeds of such sale and to authorize the payment of any expenses of closing.

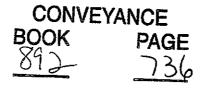
All of the actions of said agent are hereby ratified and confirmed as though executed by Appearer herein.

THUS DONE AND PASSED in my office in $\underline{Deer Park}$, Texas, on this <u>23</u> day of February, 2000, before the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

My Commission Expires:





BY: CATHERINE SUE FALLER

UNITED STATES OF AMERICA

TO: RITA CHRISS GAHN

STATE OF TENNESSEE

COUNTY OF

BE IT KNOWN, that on this 2314 day of February, 2000.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the County of <u>Konve</u>, State of Tennessee, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED: **CATHERINE SUE FALLER**, a person of the full age of majority, who declares that he does by these presents name and appoint RITA CHRISS GAHN, a person of the full age of majority to act a her lawful agent and attorney in fact to execute for her in her behalf a deed, conveying to JAMESTOWN, INC., for the price and sum of \$365,000.00, the following described property, to-wit:

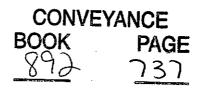
See Attached Exhibit "A"

Appearer further declares that said deed shall contain such terms and conditions, and shall be in such amount said agent deems to be in Appearer's best interest, to receive and receipt for the proceeds of such sale and to authorize the payment of any expenses of closing.

All of the actions of said agent are hereby ratified and confirmed as though executed by Appearer herein.

cello Hamlo

My Commission Expires:



BY: MARK WHITE

TO: RITA CHRISS GAHN

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF

BE IT KNOWN, that on this 23 Rd day of February, 2000.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Ascension, State of Louisiana, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED: MARK WHITE, a person of the full age of majority, who declares that he does by these presents name and appoint RITA CHRISS GAHN, a person of the full age of majority to act a her lawful agent and attorney in fact to execute for him in his behalf a deed, conveying to JAMESTOWN, INC., for the price and sum of \$365,000.00, the following described property, to-wit:

See Attached Exhibit "A"

Appearer further declares that said deed shall contain such terms and conditions, and shall be in such amount said agent deems to be in Appearer's best interest, to receive and receipt for the proceeds of such sale and to authorize the payment of any expenses of closing.

All of the actions of said agent are hereby ratified and confirmed as though executed by Appearer herein.

THUS DONE AND PASSED in my office in PRAIRIEUI//e, Louisiana, on this 23 rd day of February, 2000, before the undersigned competent witnesses and me, Notary, after due reading of the whole.

M Delaure

NOTARY PUBLIC

My Commission Expires: _______



BY: CATHERINE GAHN GLASS

UNITED STATES OF AMERICA

TO: RITA CHRISS GAHN

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BE IT KNOWN, that on this 25th day of February, 2000.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Tangipahoa, State of Louisiana, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED: CATHERINE GAHN GLASS, a person of the full age of majority, who declares that she does by these presents name and appoint RITA CHRISS GAHN, a person of the full age of majority to act a her lawful agent and attorney in fact to execute for her in her behalf a deed, conveying to JAMESTOWN, INC., for the price and sum of \$365,000.00, the following described property, to-wit:

See Attached Exhibit "A"

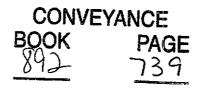
Appearer further declares that said deed shall contain such terms and conditions, and shall be in such amount said agent deems to be in Appearer's best interest, to receive and receipt for the proceeds of such sale and to authorize the payment of any expenses of closing.

All of the actions of said agent are hereby ratified and confirmed as though executed by Appearer herein.

THUS DONE AND PASSED in my office in Hammond, Louisiana, on this 23rd day of February, 2000, before the undersigned competent witnesses and me, Notary, after due reading of the whole.

Mass THERINE GAHN

GNE, NOTARY PUB



BY: KAREN GAHN GRIFFIN

UNITED STATES OF AMERICA

TO: RITA CHRISS GAHN

STATE OF LOUISIANA

PARISH OF

BE IT KNOWN, that on this ______ day of February, 2000.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Tangipahoa, State of Louisiana, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED: KAREN GAHN GRIFFIN, a person of the full age of majority, who declares that she does by these presents name and appoint RITA CHRISS GAHN, a person of the full age of majority to act a her lawful agent and attorney in fact to execute for her in her behalf a deed, conveying to JAMESTOWN, INC., for the price and sum of \$365,000.00, the following described property, to-wit:

See Attached Exhibit "A"

Appearer further declares that said deed shall contain such terms and conditions, and shall be in such amount said agent deems to be in Appearer's best interest, to receive and receipt for the proceeds of such sale and to authorize the payment of any expenses of closing.

All of the actions of said agent are hereby ratified and confirmed as though executed by Appearer herein.

THUS DONE AND PASSED in my office in Hammond, Louisiana, on this 23rd day of February, 2000, before the undersigned competent witnesses and me, Notary, after due reading of the whole.

KAREN GAHN

-LAYIGNE, NOTARY PUBLIC

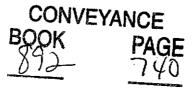


EXHIBIT "A"

All of the property situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, belonging to Rita Chriss Gahn and the Estate of James William Gahn, as described in the Judgment of Possession recorded at COB 699, page 220, Tangipahoa Parish, Louisiana, a portion of which said property was acquired by James William Gahn and Rita Chriss Gahn by Judgment of Possession in the Succession of Estha G. Rome, recorded at COB 730, page 216, Tangipahoa Parish, Louisiana, less and except the sale to the City of Hammond recorded at COB 739, page 479, 486 and 492, Tangipahoa Parish, Louisiana. Said property is more particularly described by survey of Robert G. Barrilleaux and Associates, Inc., Reg. Land Surveyors, dated February, 2000, as follows:

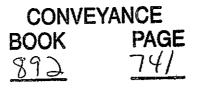
Commencing at a point which is 1332.80 feet South 89 deg. 41 min. 25 sec. West of the Southeast Corner of Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, La., thence South 89 deg. 41 min. 25 sec. West 1325.27 feet; thence North 568.82 feet; thence North 16 deg. 54 min. 21 sec. West 458.95 feet; thence North 15 deg. 49 min. 17 sec. West 303.90 feet; thence North 15 deg. 55 min. 59 sec. West 204.32 feet; thence North 16 deg. 00 min. 11 sec. West 192.31 feet; thence North 18 deg. 26 min. 56 sec. West 239.18 feet; thence North 08 deg. 22 min. 09 sec. West 61.28 feet; thence South 83 deg. 58 min. 13 sec. East 412.31 feet; thence South 06 deg. 32 min. 58 sec. East 54.10 feet; thence North 84 deg. 53 min. 50 sec. West 62.75 feet; thence South 49 deg. 09 min. 40 sec. East 204.28 feet; thence North 44 deg. 02 min. 24 sec. East 431.63 feet; thence South 00 deg. 28 min. 48 sec. East 120.43 feet; thence South 83 deg. 58 min. 13 sec. East 249.07 feet; thence South 00 deg. 14 min. 14 sec. East 404.83 feet; thence South 89 deg. 10 min. 44 sec. East 93.15 feet; thence North 196.00 feet; thence East 123.00 feet; thence North 00 deg. 11 min. 36 sec. West 187.23 feet; thence South 83 deg. 58 min. 13 sec. East 461.18 feet; thence South 00 deg. 04 min. 36 sec. East 1829.25 feet; to the POINT OF BEGINNING of the tract herein described.

Together with all right, title and interest in and to any portion of the above described property which vendors or their predecessor in title own by virtue of possession in excess of thirty years.

LESS AND EXCEPT:

A certain tract or parcel of land situated in Section 21, T6S, R8E, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point 46 feet north of the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 21, T6S, R8E; thence proceed North 132.00 feet; thence East 330 feet to the West line of Gahn Road; thence South 132 feet; thence West 330 feet back to the Point of Beginning, all as more fully shown on a survey by John W. Lay, Jr., Reg. Land Surveyor, dated July 23, 1980.



MORTGAGES

Gary T. Stanga Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

Received From : STELLAR TITLE LLC P O BOX 3063	
HAMMOND, LA 70404-3063 First VENDOR	
JAMESTOWN INC	
First VENDEE	
HAMMOND CITY OF	
(<u></u>)	—
Index Type : CONVEYANCES	instrument # : 1043515
Type of Document : DEED	
Recording Pages : 6	Book: 1530 Page: 315
	Recorded Information
I hereby certify that the attached document v Tangipahoa Parish, Louisiana.	was filed for registry and recorded in the Clerk of Court's office for
	Ame Stand 1/11

On (Recorded Date) : 01/29/2020

At (Recorded Time): 4:19:39PM



Doc ID - 013624710006

10 Deputy Clerk

CLERK OF COURT GARY T. STANGA Parish of Tangipahoa I certify that this is a true copy of the attached document that was filed for registry and Recorded 01/29/2020 at 4:19:39 File Number 1043515 Recorded in Book 1830 Page 315

Deputy ¢lerk

Return To :

CASH DEED

BY: JAMESTOWN, INC.

TO: CITY OF HAMMOND

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BE IT KNOWN, that on the date set forth below, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana, and in the presence of the undersigned witnesses, personally came and appeared:

JAMESTOWN, INC. (*Tax I.D. No. xx-xxx4370*), a Louisiana corporation, duly organized, validly existing and in good standing under the laws of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, having a mailing address of P.O. Box 1457, Hammond, LA 70404, represented herein by Robert A. Maurin, III, President, duly authorized pursuant to the resolution attached hereto and made a part hereof ("Seller");

who declared that Seller does, by these presents, bargain, sell, convey, assign, grant, transfer, set over and deliver without warranty as to fitness or condition but with full and general warranty of title, and with full substitution and subrogation to all rights and actions of warranty against all former owners and vendors unto:

CITY OF HAMMOND, a political subdivision of the State of Louisiana, operating by authority of a Home Rule Charter form of government, having an address of 310 East Charles Street, Hammond, LA 70401, represented herein by Mayor Pete Panepinto pursuant to City of Hammond Ordinance No. 19-5599 C.S. dated December 23, 2019 ("Purchaser");

here present accepting and purchasing for itself and its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property (the "Property"), to-wit:

That certain tract or parcel of land, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 21, T6S, R8E, proceed West 855.0 feet, South 00 degrees 45 minutes 00 seconds East 385.0 feet, North 00 degrees 45 minutes 00 seconds West 350.63 feet, South 88 degrees 48 minutes 30 seconds West 470.11 feet and South 89 degrees 00 minutes 07 seconds West 694.81 feet to the Point of Beginning; from said Point of Beginning, proceed South 00 degrees 44 minutes 14 seconds East 308.68 feet to a ½" rebar found; thence North 86 degrees 18 minutes 37 seconds West 247.93 feet to a point within Gahn Lane; thence North 00 degrees 48 minutes 38 seconds West 288.42 feet to a ½" rebar found; thence North 89 degrees 00 minutes 07 seconds East 247.56 feet back to the Point of Beginning; all in accordance with a *"Map Showing Survey of a Lot Line Revision Consolidating Tracts Owned by Robert A. Maurin, III and a Tract Owned by Jamestown, Inc., Section 21, T6S, R8E, Tangipahoa Parish, Louisiana,"* by Mark T. Chemay, PLS, dated May 6, 2019, revised January 15, 2020, a copy of which is attached hereto and made a part hereof.

Municipal address: 19326 Highway 190 East, Hammond, LA 70401

Being the same property acquired by Jamestown, Inc., from Judith White Perrone, et al, by Cash Deed recorded on September 17, 2008, in COB 1158, page 73, as Instrument No. 790474 of the records of Tangipahoa Parish, Louisiana. SELLER RESERVES A 70' PREDIAL SERVITUDE FOR INGRESS AND EGRESS AND UTILITIES SOUTH FROM U.S. HWY. 190 AND EAST OF THE WEST PROPERTY LINE OF THE PROPERTY ALONG THE ENTIRE LENGTH OF THE PROPERTY. SELLER SHALL HAVE THE RIGHT TO MAKE IMPROVEMENTS TO THE SERVITUDE PROPERTY.

SELLER HEREBY RESERVES AND EXCEPTS FROM THIS SALE ALL SUBSURFACE MINERALS, BUT HEREBY WAIVES ALL SURFACE RIGHTS.

SELLER SHALL HAVE UNTIL JUNE 30, 2020, TO VACATE THE PROPERTY. SELLER'S OCCUPANCY OF THE PROPERTY SHALL BE AT SELLER'S SOLE RISK. SELLER SHALL MAINTAIN LIABILITY INSURANCE ON THE PROPERTY DURING SELLER'S PERIOD OF OCCUPANCY WITH PURCHASER NAMED AS AN INSURED ON THE POLICY. PURCHASER SHALL NOT REMOVE ANY TREES OR STRUCTURES ON THE PROPERTY PRIOR TO JULY 1, 2020. FOR AS LONG AS SELLER OCCUPIES THE PROPERTY, SELLER SHALL HAVE THE RIGHT TO REMOVE ALL OR ANY OF THE IMPROVEMENTS ON THE PROPERTY, AT SELLER'S RISK.

This sale is made and accepted free and clear of all mortgages, liens and encumbrances, except: (i) liens for property taxes not yet due and payable; (ii) recorded public purpose, access, sewerage or utility servitudes or rights-of-way affecting the Property; (iii) restrictions of record affecting the Property; (iv) discrepancies, conflicts or shortages in area or boundary lines, encroachments, or overlapping of improvements; (v) building setback lines affecting the Property; (vi) building and zoning ordinances affecting the Property; (vii) riparian rights; and (viii) mineral leases, mineral servitudes and other mineral rights affecting the Property.

To have and to hold the Property unto Purchaser and Purchaser's successors and assigns in full ownership forever.

The consideration for this sale and conveyance is the price and sum of ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00), which Purchaser has paid cash in hand in current money to Seller, who acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All parties hereto declare themselves to be of full capacity to contract and to enter into this act of sale.

The Seller stipulates that the Property has not heretofore been sold or alienated by Seller.

Seller and Purchaser acknowledge and agree that the Property is being sold and purchased in "AS IS" condition; and further, Purchaser does hereby waive, relieve, and release the Seller from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of the sales price pursuant to Louisiana Civil Code Article 2541, *et seq.* Additionally, Purchaser acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524.

By signing below, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, and further acknowledges that the foregoing waivers have been called to Purchaser's attention and explained to Purchaser and that they are a material and integral consideration for this act of sale.

City of Hammond

Taxes and charges for three years preceding the execution and passage of this act are paid, and the parties agree that the taxes for the current year are to be paid by Purchaser.

The parties hereto waive any conveyance, mortgage and any other certificate required by law and relieve and release me, Notary, from any and all responsibility in connection therewith.

(Signature page follows)



THUS DONE AND PASSED in Hammond, Louisiana, on the 29th day of January, 2020, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES!	By:_By:
Mullusluhli	Robert A. Maurin, III, President
Mikli S. Vicknair	Kuy Beread

KELLY BELLARD, Notary Public (#83671)

THUS DONE AND PASSED in Hammond, Louisiana, on the 29th day of January, 2020, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES CITY OF HAMMOND, Purchase Bv Andre Pete Panepinto, Mayor Vickhair mikki 5

KELLY BELLARD, Notary Public (#83671)



EXTRACT OF MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF JAMESTOWN, INC.

BE IT RESOLVED, that Robert A. Maurin, III, President of Jamestown, Inc. (the "Corporation"), be and he is hereby authorized, directed and empowered, for and on behalf of the Corporation, to sell to the City of Hammond for the price of \$170,000.00 on such other terms and conditions as said officer shall, in his sole discretion, deem advisable and proper, the following described property, to-wit:

That certain tract or parcel of land, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 21, T6S, R8E, proceed West 855.0 feet, South 00 degrees 45 minutes 00 seconds East 385.0 feet, North 00 degrees 45 minutes 00 seconds West 350.63 feet, South 88 degrees 48 minutes 30 seconds West 470.11 feet and South 89 degrees 00 minutes 07 seconds West 694.81 feet to the Point of Beginning; from said Point of Beginning, proceed South 00 degrees 44 minutes 14 seconds East 308.68 feet to a ½" rebar found; thence North 86 degrees 18 minutes 37 seconds West 247.93 feet to a point within Gahn Lane; thence North 00 degrees 48 minutes 38 seconds West 288.42 feet to a ½" rebar found; thence North 89 degrees 00 minutes 07 seconds East 247.56 feet back to the Point of Beginning; all in accordance with a "Map Showing Survey of a Lot Line Revision Consolidating Tracts Owned by Robert A. Maurin, III and a Tract Owned by Jamestown, Inc., Section 21, T6S, R8E, Tangipahoa Parish, Louisiana," by Mark T. Chemay, PLS, dated May 6, 2019, revised January 15, 2020

Municipal address: 19326 Highway 190 East, Hammond, LA 70401

Being the same property acquired by Jamestown, Inc., from Judith White Perrone, et al, by Cash Deed recorded on September 17, 2008, in COB 1158, page 73, as Instrument No. 790474 of the records of Tangipahoa Parish, Louisiana.

BE IT FURTHER RESOLVED, that Robert A. Maurin, III, President of the Corporation, be and he is hereby authorized and empowered, for and on behalf of the Corporation, to appear before a Notary Public and execute a Cash Sale, Settlement Statement and any and all other documents associated with and necessary for the sale and delivery of said property, which documents shall contain such amounts, terms, conditions and provisions as said officer, in his sole discretion, deems advisable and proper, and further to pay and discharge all charges, expenses and encumbrances in connection therewith and to receive and receipt for the selling price;

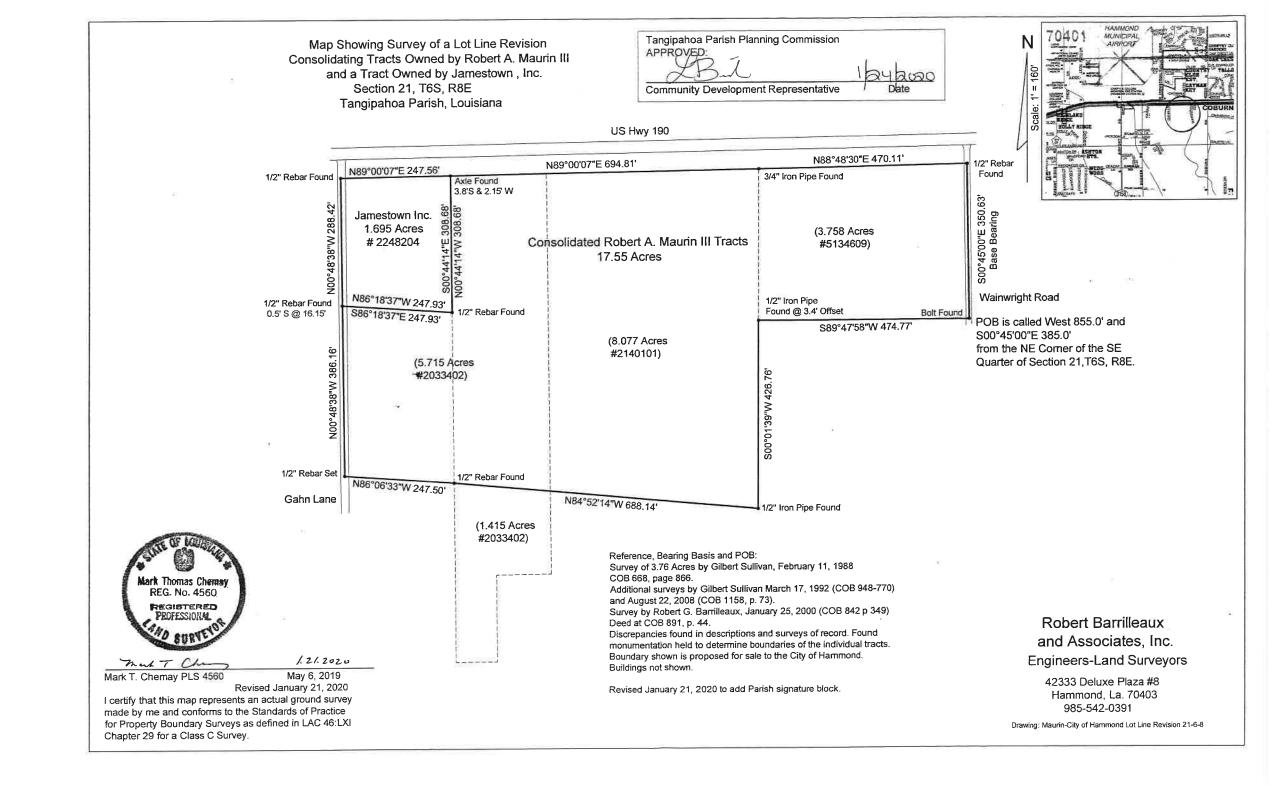
BE IT FURTHER RESOLVED, that Robert A. Maurin, III, President of the Corporation, be and he is hereby authorized, empowered and directed, for and on behalf of the Corporation, to execute any and all other instruments and/or documents and to do and perform any other actions which she, in her sole discretion, may deem necessary in order to carry out the purposes of this resolution.

CERTIFICATE

I, Robert A. Maurin, III, certify that the above and foregoing is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of Jamestown, Inc., held at its office on the 24th day of January, 2020, at which meeting a quorum of said Board was present and voted, and that the said resolution has not been revoked or rescinded and remains in full force and effect.

Hammond, Louisiana, this 24th day of January, 2020.

Robert A. Maurin, III



Page 1 of 4

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	Gary T. Stanga Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146	
Received From : STELLAR TITLE LLC P O BOX 3063 HAMMOND, LA 70404-3063		
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	Deputy Clerk	
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Book: 1530 Page: 310 File Number: 1043514 Seq: 1

CASH DEED

BY: ROBERT A. MAURIN, III

TO: CITY OF HAMMOND

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BE IT KNOWN, that on the date set forth below, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana, and in the presence of the undersigned witnesses, personally came and appeared:

ROBERT A. MAURIN, III (S.S. No. xxx-xx-7905), a person of the full age of majority and a resident of Tangipahoa Parish, Louisiana, who declared that he has been married twice, first to Renee Roberts, from whom he was divorced, and second to Alison M. Garlepied Maurin, with whom he is presently living and residing but from whom he is separate in property pursuant to that certain Marriage Contract recorded in COB 1227, page 289, as Instrument No. 841668 of the records of Tangipahoa Parish, Louisiana, and that his current mailing address is P.O. Box 1457, Hammond, LA 70404 ("Seller");

who declared that Seller does, by these presents, bargain, sell, convey, assign, grant, transfer, set over and deliver without warranty as to fitness or condition but with full and general warranty of title, and with full substitution and subrogation to all rights and actions of warranty against all former owners and vendors unto:

CITY OF HAMMOND, a political subdivision of the State of Louisiana, operating by authority of a Home Rule Charter form of government, having an address of 310 East Charles Street, Hammond, LA 70401, represented herein by Mayor Pete Panepinto pursuant to City of Hammond Ordinance No. 19-5599 C.S. dated December 23, 2019 ("Purchaser");

here present accepting and purchasing for itself and its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property (the "Property"), towit:

That certain tract or parcel of land, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being described as follows:

Beginning at a point which is West 855.0 feet and South 00 degrees 45 minutes 00 seconds East 385.0 feet from the northeast corner of the Southeast Quarter of Section 21, T6S, R8E, proceed South 89 degrees 47 minutes 58 seconds West 474.77 feet to a 1/2" iron pipe found @ 3.4' offset; thence South 00 degrees 01 minutes 39 seconds West 426.76 feet to a 1/2" iron pipe found; thence North 84 degrees 52 minutes 14 seconds West 688.14 feet to a 1/2" rebar found; thence North 86 degrees 06 minutes 33 seconds West 247.50 feet to a $\frac{1}{2}$ " rebar set within Gahn Lane; thence North 00 degrees 48 minutes 38 seconds West 386.16 feet to a 1/2" rebar found; thence South 86 degrees 18 minutes 37 seconds East 247.93 feet to a 1/2" rebar found; thence North 00 degrees 44 minutes 14 seconds West 308.68 feet; thence North 89 degrees 00 minutes 07 seconds East 694.81 feet to a ¾" iron pipe found; thence North 88 degrees 48 minutes 30 seconds East 470.11 feet to a 1/2" rebar found within Wainwright Road; thence South.00 degrees 45 minutes 00 seconds East 350.63 feet to the Point of Beginning; all in accordance with a "Map Showing Survey of a Lot Line Revision Consolidating Tracts Owned by Robert A. Maurin, III and a Tract Owned by Jamestown, Inc., Section 21, T6S, R8E, Tangipahoa Parish, Louisiana," by Mark T. Chemay, PLS, dated May 6, 2019, revised January 15, 2020, a copy of which is attached hereto and made a part hereof.



Being a portion of the same property acquired by Robert A. Maurin, III, from Leonard L. Wainwright by Cash Deed dated October 13, 1971, recorded in COB 357, page 340, as Instrument No. 187847 of the records of Tangipahoa Parish, Louisiana. Being the same property acquired by Robert A. Maurin, III, and Renee Roberts Maurin, from T.C. Gardner White by Cash Deed dated January 13, 2000, recorded in COB 891, page 44, as Instrument No. 556557 of the records of Tangipahoa Parish, Louisiana. Being a portion of the same property acquired by Robert A. Maurin, III, and Renee Roberts Maurin from Henry R. Drott, et al, by Cash Deed dated February 18, 2000, recorded in COB 892, page 346, as Instrument No. 557716 of the records of Tangipahoa Parish, Louisiana. Being a portion of the same property acquired by Robert A. Maurin, III, from Renee Roberts Maurin by Consent Judgment recorded in COB 948, page 769, as Instrument No. 620272 of the records of Tangipahoa Parish, Louisiana. Being the same property acquired by Robert A. Maurin, III, from Renee Roberts Maurin by Consent Judgment recorded in COB 948, page 769, as Instrument No. 620272 of the records of Tangipahoa Parish, Louisiana. Being the same property acquired by Robert A. Maurin, III, from Utica Rental Systems, Inc., by Cash Deed dated February 6, 2003, recorded in COB 954, page 579, as Instrument No. 628408 of the records of Tangipahoa Parish, Louisiana.

SELLER RESERVES A 70' PREDIAL SERVITUDE FOR INGRESS AND EGRESS AND UTILITIES SOUTH FROM U.S. HWY. 190 AND EAST OF THE WEST PROPERTY LINE OF THE PROPERTY ALONG THE ENTIRE LENGTH OF THE PROPERTY. SELLER SHALL HAVE THE RIGHT TO MAKE IMPROVEMENTS TO THE SERVITUDE PROPERTY.

SELLER HEREBY RESERVES AND EXCEPTS FROM THIS SALE ALL SUBSURFACE MINERALS, BUT HEREBY WAIVES ALL SURFACE RIGHTS.

SELLER SHALL HAVE UNTIL JUNE 30, 2020, TO VACATE THE PROPERTY. SELLER'S OCCUPANCY OF THE PROPERTY SHALL BE AT SELLER'S SOLE RISK. SELLER SHALL MAINTAIN LIABILITY INSURANCE ON THE PROPERTY DURING SELLER'S PERIOD OF OCCUPANCY WITH PURCHASER NAMED AS AN INSURED ON THE POLICY. PURCHASER SHALL NOT REMOVE ANY TREES OR STRUCTURES ON THE PROPERTY PRIOR TO JULY 1, 2020. FOR AS LONG AS SELLER OCCUPIES THE PROPERTY, SELLER SHALL HAVE THE RIGHT TO REMOVE ALL OR ANY OF THE IMPROVEMENTS ON THE PROPERTY, AT SELLER'S RISK.

This sale is made and accepted free and clear of all mortgages, liens and encumbrances, except: (i) liens for property taxes not yet due and payable; (ii) recorded public purpose, access, sewerage or utility servitudes or rights-of-way affecting the Property; (iii) restrictions of record affecting the Property; (iv) discrepancies, conflicts or shortages in area or boundary lines, encroachments, or overlapping of improvements; (v) building setback lines affecting the Property; (vi) building and zoning ordinances affecting the Property; (vii) riparian rights; and (viii) mineral leases, mineral servitudes and other mineral rights affecting the Property.

To have and to hold the Property unto Purchaser and Purchaser's successors and assigns in full ownership forever.

The consideration for this sale and conveyance is the price and sum of ONE MILLION ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$1,130,000.00), which Purchaser has paid cash in hand in current money to Seller, who acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All parties hereto declare themselves to be of full capacity to contract and to enter into this act of sale.

The Seller stipulates that the Property has not heretofore been sold or alienated by Seller.

Seller and Purchaser acknowledge and agree that the Property is being sold and purchased in "AS IS" condition; and further, Purchaser does hereby waive, relieve, and release the Seller from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of the sales price pursuant to Louisiana Civil Code Article 2541, *et seq.* and Article 2541, *et seq.* or for reduction of the sales price pursuant to Louisiana Civil Code Article 2541, *et seq.* Additionally, Purchaser acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524.



Drawing: Maurin-City of Hammond Lot Line Revision 21-6-8 Engineers-Land Surveyors and Associates, Inc. Robert Barrilleaux 42033 Deluxe Plaza #8 Hammond, La. 70403 Quarter of Section 21, T6S, R8E. 985-542-0391 POB is called West 855.0' and from the NE Corner of the SE S00°45'00"E 385.0' Wainwright Road Scale: 1' = 160' Z 1/2" Rebar Found Base Bearing 500°45'00"E 350.63' **Bolt Found** SHADAO Date S89°47"58"W 474.77 N88°48'30"E 470.11' Additional surveys by Gilbert Sultivan March 17, 1992 (COB 948-770) and August 22, 2008 (COB 1158, p. 73). Survey by Robert G. Barrilleaux, January 25, 2000 (COB 842 p 349) monumentation held to determine boundaries of the individual tracts. (3.758 Acres Discrepancies found in descriptions and surveys of record. Found #5134609) Boundary shown is proposed for sale to the City of Hammond. Survey of 3.76 Acres by Gilbert Sullivan, February 11, 1988 3/4" Iron Pipe Found 1/2" tron Pipe Found @ 3.4' Offset Community Development Representative 1/2" Iron Pipe Found Fangipahoa Parish Planning Commissior Revised January 21, 2020 to add Parish signature block. 92.924 W"95'10"002 Reference, Bearing Basis and POB: Consolidated Robert A. Maurin III Tracts Deed at COB 891, p. 44. APPROVE COB 668, page 866. Buildings not shown. **US Hwy 190** (8.077 Acres 17.55 Acres #2140101) N84°52'14"W 688.14' N89°00'07"E 694.81' Consolidating Tracts Owned by Robert A. Maurin III Map Showing Survey of a Lot Line Revision and a Tract Owned by Jamestown, Inc. (1.415 Acres 1/2" Rebar Found I/2" Rebar Found #2033402 Axle Found 3.8'S & 2.15' W Tangipahoa Parish, Louisiana Section 21, T6S, R8E (5.715 Acres 89.805 W"41'44"001 #2033402) N86°18'37"W 247.93' N86°06'33"W 247.50' S86°18'37"E 247.93' N89°00'07"E 247.56' Jamestown Inc. 1.695 Acres # 2248204 certify that this map represents an actual ground survey for Property Boundary Surveys as defined in LAC 46:LXI Revised January 21, 2020 made by me and conforms to the Standards of Practice 1.21.2420 124.882 W"85'84°00N 191.385 W"85'84°00N 1/2" Rebar Set May 6, 2019 Gahn Lane 1/2" Rebar Found 1/2" Rebar Found 0.5' S @ 16.15' Chapter 29 for a Class C Survey: lark Thomas Chemi Mark T. Chemay PLS 4560 REG. No. 4560 REGIOTERED EOFESSION シュト つん

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Tangipahoa Parish Recording Page

Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

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First VENDOR	
MAURIN, ROBERTA III	
First VENDEE	
ENTERGY LOUISIANA LLC	
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Index Type : Conveyances	Instrument # : 856472
Type of Document : Right Of Way	
	Book: 1249 Page: 725
Recording Pages : 3	
	ed Information
I hereby certify that the attached document was filed Tangipahoa Parish, Louisiana	for registry and recorded in the Clerk of Court's office for
On (Recorded Date) : 07/11/2011	U Company
At (Recorded Time) : 10:47:53:000 AM	

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SCANNED

Return To :

Page 2 of 3 Page 2 of 3

Hammond: REV HAM K0531 Service to Robert A. Maurin, III, 19354 Hwy. 190E.

STATE OF LOUISIANA PARISH OF TANGIPAHOA

TLN# 29269-67177 <u>RIGHT-OF-WAY INSTRUMENT</u> ENTERGY LOUISIANA, LLC

KNOW ALL MEN BY THESE PRESENTS THAT: Robert A. Maurin, III

Grantor(s), whose permanent mailing address is **19354 Hwy 190E, Hammond, LA 70401**, acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement ten (10') feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of overhead and underground electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of Tangipahoa, State of Louisiana described as follows, to-wit:

A certain tract or parcel of land situated in Section 21, Township 6 South, Range 8 East, located in the Parish of Tangipahoa, State of Louisiana, all as per Act Of Sale, dated September 20, 1976, and recorded in the Conveyance Records of Tangipahoa Parish, Louisiana in COB 425, Page 505 on September 23, 1976.

The location of the right of way and servitude herein granted is more clearly shown, indicated or delineated in red on sketch W.R. 22031764514 by LDB, dated 04/20/11, a copy of which is attached hereto and made a part hereof, together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

Unless otherwise herein specifically provided, the center line of the electric power lines initially constructed on this right-of-way shall be the center line of said right-of-way.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 25th day of March, 2011.

WITNESSES:

Lloyd D. Brandon

PRINT FUI NAME:

PRINT FULL NAME: ROBIN C. ST. CYR

GRANTORS:

WR# 22031764514

Robert A. Maurin, III

ACKNOWLEDGEMENT

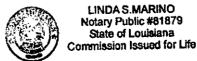
STATE OF LOU PARISH OF

BEFORE ME, the undersigned notary, personally came and appeared Lloyd D. Brandon, who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of Grantor and another subscribing witness, and that all of said signatures thereto are genuine and correct.

Jovd D. Brandon Appearer Sworn to and subscribed before me this 10 day of 2011.

Grantee's Permanent Mailing Address: 2200 West Church St. Hammond, LA 70401

Notary Public: ______ Bar Roll # or Notary I.D.



Page 3 of 3 Page 3 of 3

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SERVITUDE OF PASSAGE OR WAY

BY: ESMOND DROTT, HENRY DROTT STATE OF LOUISIANA YVONNE POCHE WHARTON and JoANN DAROUSE MATTHEWS RICHARDS PARISH OF TANGIPAHOA

BE IT KNOWN, that on various days of May, 2002.

BEFORE ME, a Notary Public, duly commissioned and qualified in and for the County of Esc, State of Florida, and in the presence of the hereinafter named and undersigned competent witnesses, personally came and appeared: ESMOND DROTT, a person of the full age of majority, whose address is declared to be 8808 Burning Tree, Pensacola, Florida, 32514-5605, and a resident of and domiciled in the County of Esc, State of Florida; BEFORE ME, a Notary Public, duly commissioned and qualified in and for the County of Delaware, State of Pennsylvania, and in the presence of the hereinafter named and undersigned competent witnesses, personally came and appeared: HENRY DROTT, a person of the full age of majority, whose address is declared to be 629 Strath Haven Avenue, Swarthmore, Pennsylvania 19081-2308, and a resident of and domiciled in the County of Delaware, State of Pennsylvania; BEFORE ME, a Notary Public, duly commissioned and qualified in and for the County of Jefferson, State of Texas, and in the presence of the hereinafter named and undersigned competent witnesses, personally came and appeared: YVONNE POCHE WHARTON, a person of the full age of majority, whose address is declared to be 818 South Avenue, Port Neches, Texas 77651, and a resident of and domiciled in the County of Jefferson, State of Texas; and BEFORE ME, a Notary Public, duly commissioned and qualified in and for the County of Hamilton, State of Tennessee, and in the presence of the hereinafter named and undersigned competent witnesses, personally came and appeared: JoANN DAROUSE MATTHEWS RICHRDS, a person of the full age of majority, whose address is declared to be 6447 Grubb Road, Hixson, Tennessee 37343 and a resident of and domiciled in the County of Hamilton, State of Tennessee; who after being duly sworn did declare and state:

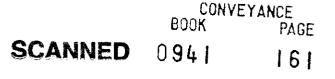
That they are the owners, along with Curtis Wittie, Sylvia Wittie Bordelon, Marie Wittie Stanga, Henry Drott, Esmond Drott, Patricia Wittie Bauers, John Poche, Frank Edward Darouse, Jerry Jon Darouse, Mary Sue Darouse and Jeanette Poche Bailey, of the following described property, to-wit:

1. A certain piece or parcel of land situated in Tangipahoa Parish, Louisiana, described as follows:

Commence at a point 536.88 feet East of the quarter corner on the South line of Section 21 and the North line of Section 28, T6S, R8E for the point of beginning; thence East 786.72 feet and corner; thence North 25 feet and corner; thence East 1441.53 feet and corner; thence South 09 degrees 29 minutes West 25.35 feet and corner; thence West 1422.35 feet and corner; thence South 25 feet and corner; thence West 811.72 feet and corner; thence North 25 feet to the point of beginning, containing 1.265 acres, all as per map and survey of Clifford G. Webb and Winborn C. Crawford, C.E., and Surveyor dated August 12, 1974, revised February 20, 1975 to show plan of subdivision of 85.38 acre tract.

2. A certain piece or parcel of land situated in Tangipahoa Parish, Louisiana, described as follows:

Commence at a point 1323.6 feet East; thence 1323.79 feet North; thence 853.05 feet East of the quarter corner on the South line of Section 21 and the North line of Section 28, T6S, R8E for the point of beginning; thence South 25 feet and corner; thence East 25 feet and corner; thence North 329.2 feet and corner; thence South 84 degrees 09 minutes East 443.44 feet to the western right of way of Asphalt Public Road and corner; thence North 25 feet and corner; thence North 84 degrees 09 minutes West 468.44 feet and corner; thence South 329.2 feet to the point of beginning, containing 0.458 acres, all as per map and survey by Clifford G. Webb, C.E. and Surveyor dated August 12, 1974 revised February 20, 1975, to show plans of subdivision of a 85.38 acre tract.



Instr# 611086 Filed Tangipahoa Parish Date: 06/12/02 Time: 1:37 PM Conv Book _____ Folio _____ Mtg Book _____ Folio _____ Book: 941 Page: 161 File Number: 611086 Seq: 1

The parties herein, hereby establishes and reserves, for the sole use and benefit of the property acquired by each of the parties in that certain Act of Transfer dated 08-21-1995 and recorded in COB 801 at page 704 of the Conveyance records of the Parish of Tangipahoa, State of Louisiana and in the Successions of Ouida Robertson Cooke, Probate #10,464 and the Succession of Mary Robertson Prince, Probate #9530016 of the 21st Judicial District Court in and for the Parish of Tangipahoa, State of Louisiana, a Perpetual Servitude of Passage or Way for a road over and along the afore described strips of land, all for the purpose of connecting the said tracts of land, so belonging to each of the parties, with a public road or highway.

THUS PONE, SIGNED AND PASSED at Monsanto Eng. Cu, County of Esc. State of Hor. day of April, 2002, in my presence and in the presence of the hereinafter named and undersigned competent witnesses, who have hereunto subscribed his name, together with said appearer and me, Notary, after due reading of the whole.

WITNESSES: Genslit	Esmond From ESMOND DROTT	(Date)
- acly M farman from	- Toner - Como	YVONNE JONES HARRIS MY COMMISSION # CC 816307 EXPIRES: March 10, 2003 Bonded Thru Notary Public Underwriters
My commission expires: 2003	(Se	eal)

THUS DONE, SIGNED AND PASSED at Sunthme Pa, County of <u>Elawar</u> State of <u>Hensel Count</u> on this <u>4</u> day of MAY, 2002, in my presence and in the presence of the hereinafter named and undersigned competent witnesses, who have hereunto subscribed his name, together with said appearer and me, Notary, after due reading of the whole.

May 4/ 2002 (Date) Notarial Seal Roberta Elrick, Notary Public Swarthylore Boro, Delaware County My Contrinssion Expires Aug. 22, 2004 Notary Public My commiss (Seal)

THUS DONE, SIGNED AND PASSED at V_{CT} , V_{V} , County of $\underline{J_{E}}_{F}$, $\underline{J_{E}}_{F}$, State of $\underline{T_{CXAS}}_{AS}$, on this $\underline{M_{M}}_{A}$ day of \underline{MAI} , 2002, in my presence and in the presence of the hereinafter named and undersigned competent witnesses, who have hereunto subscribed his name, together with said appearer and me, Notary, after due reading of the whole.

WITNESSES:	WONNE POCHE WHARTON (Date)
Biand	ABLOCK PRANTY NOON
My commission expires: Otober 11, 20	BRANDY BLOCK My commission expires Officially 11, 2004

THUS DONE, SIGNED AND PASSED at

___, County of State of Tenne ssee, on this 29th day of MAY, 2002, in my presence and in the presence of the hereinafter named and undersigned competent witnesses, who have hereunto subscribed his name, together with said appearer and me. Notary, after due reading of the whole

	ouny, and au	c reading of	
WITNESSES:			Enouse Matthews Richards
		DAROUS	E MAITHEWS KICHARDS
Vaturia Samotion)	(Date)	May 3	29,2002
	0	U	
Bil	li Pot	eit	
,	Notary Pu	blic <i>57297.</i>	700 2
My commission expires: 4/26/200	•	-	(Seal)
	CONVEY	ANCE	
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SERVITUDE OF PASSAGE OR WAY

BY: CURTIS WITTIE, SYLVIA WITTIE BORDELON, STATE OF LOUISIANA MARIE WITTIE STANGA, PATRICIA WITTIE BAUERS, JOHN POCHE, FRANK EDWARD DAROUSE, JERRY JON DAROUSE, MARY SUE DAROUSE and JEANETTE POCHE BAILEY PARISH OF TANGIPAHOA

BE IT KNOWN, that on this $\frac{37}{2}$ day of April, 2002.

ORIGINAI

PERSONALLY CAME AND APPEARED:

CURTIS WITTIE, SYLVIA WITTIE BORDELON, MARIE WITTIE STANGA, PATRICIA WITTIE BAUERS, JOHN POCHE, FRANK EDWARD DAROUSE, JERRY JON DAROUSE, MARY SUE DAROUSE and

JEANETTE POCHE BAILEY, all persons of the full age of majority, and in the presence of the witnesses hereinafter named and undersigned declared that they are the owners, along with Esmond Drott, Henry Drott, Yvonne Poche Wharton and JoAnn Darouse Matthews Richards, of the following described property, to-wit:

1. A certain piece or parcel of land situated in Tangipahoa Parish, Louisiana, described as follows:

Commence at a point 536.88 feet East of the quarter corner on the South line of Section 21 and the North line of Section 28, T6S, R8E for the point of beginning; thence East 786.72 feet and corner; thence North 25 feet and corner; thence East 1441.53 feet and corner; thence South 09 degrees 29 minutes West 25.35 feet and corner; thence West 1422.35 feet and corner; thence South 25 feet and corner; thence West 811.72 feet and corner; thence North 25 feet to the point of beginning, containing 1.265 acres, all as per map and survey of Clifford G. Webb and Winborn C. Crawford, C.E., and Surveyor dated August 12, 1974, revised February 20, 1975 to show plan of subdivision of 85.38 acre tract.

2. A certain piece or parcel of land situated in Tangipahoa Parish, Louisiana, described as follows:

Commence at a point 1323.6 feet East; thence 1323.79 feet North; thence 853.05 feet East of the quarter corner on the South line of Section 21 and the North line of Section 28, T6S, R8E for the point of beginning; thence South 25 feet and corner; thence East 25 feet and corner; thence North 329.2 feet and corner; thence South 84 degrees 09 minutes East 443.44 feet to the western right of way of Asphalt Public Road and corner; thence North 25 feet and corner; thence North 84 degrees 09 minutes West 468.44 feet and corner; thence South 329.2 feet to the point of beginning, containing 0.458 acres, all as per map and survey by Clifford G. Webb, C.E. and Surveyor dated August 12, 1974 revised February 20, 1975, to show plans of subdivision of a 85.38 acre tract.

The parties herein, hereby establishes and reserves, for the sole use and benefit of the property acquired by each of the parties in that certain Act of Transfer dated 08-21-1995 and recorded in COB 801 at page 704 of the Conveyance records of the Parish of Tangipahoa, State of Louisiana and in the Successions of Ouida Robertson Cooke, Probate #10,464 and the Succession of Mary Robertson Prince, Probate #9530016 of the 21st Judicial District Court in and for the Parish of Tangipahoa, State of Louisiana, a Perpetual Servitude of Passage or Way for a road over and along the afore described strips of land, all for the purpose of connecting the said tracts of land, so belonging to each of the parties, with a public road or highway.

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Instr# 611085 Filed Tangipahoa Parish Date: 06/12/02 Time: 1:35 PM Conv Book _____ Folio _____ Mtg Book _____ Folio _____ Book: 941 Page: 159 File Number: 611085 Seq: 1

Thus done and signed on the day, month and year first above written, and in the presence of each other, after due reading of the whole.

WITNESSES: Kemeth M. Bauer Stoning Le Clou ond

finte hattie	4-13-02
CURTIS WITTIE	(Date) 4-13-02
	(a see)
SYLVIA WITTIE BORDELON	(Date)
I mary Witter Starg	~
MARIE WITTIE STANGA	(Date)
Patricia Wittee Bauera	4/13/02
PATRICIA WITTIE BAUERS	(Date)
Jokn I. Pach-	-4-13-02
(JOHN POCHE	(Date)
JOHN POCHE	
FRANK EDWARD DARQUSE	(Date)
Gerry yon Nare	use
JERRY JON DARQUSE	(Date)
Mary Sue Darcas	2
MARY SUE DARQUSE	(Date)
Jeanste ticke (Sail	(Date) 24 14-1 2- 2002
DEADETTE POCHE BAILEY	(Date)
Trank Educard Naro	
FRANK EDWARD DAROUSE	(Date)

FOREIGN ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BE IT KNOWN, that on this <u>77</u> day of <u>June</u>, 2002,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the State and Parish aforesaid,

PERSONALLY CAME AND APPEARED: <u>KENNEH</u> <u>M. BAUERS</u> and <u>GARY LEE BAUERS</u>, persons of the full age of majority, who after being duly swbrn, did depose and state:

1. That they are the two (2) witnesses before whom the above and foregoing instrument was signed. That they saw the said CURTIS WITTIE, SYLVIA WITTIE BORDELON, MARIE WITTIE STANGA, PATRICIA WITTIE BAUERS, JOHN POCHE, FRANK EDWARD DAROUSE, JERRY JON DAROUSE, MARY SUE DAROUSE and JEANETTE POCHE BAILEY, sign the same in their presence and in the presence of each other, and knows of their own knowledge that the said parties executed said instrument of their own free will and accord, for the uses, purposes, benefits and terms therein expressed.

IN WITNESS WHEREOF, the said appearers have executed this acknowledgment in my presence and in the presence of the hereinafter named and undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer and me, Notary, after due reading of the whole on this 77 day of here 2002

WITNESSES:
Ande tranz Kenneth auen
At 1 and of the base
Stormy Somlineon atom tee tout
Inget Jagande
Jesse P. Lagarde, Notary Public
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Page 1 of 2 Page 1 of 2

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, CHEVRON U.S.A. INC. a Pennsylvania corporation, is now the record owner and holder of the leasehold interests in the following oil, gas, and mineral -9.77.0 A leases covering lands situated in Tangipahoa Parish, Louisiana:

					100 111 (C)	ENTRY	
DATE	LESSOR	LESSEE	<u>ACREAG</u>	E BOOK	PAGE	<u>NO.</u>	Ę
10/7/85	Stanley M. Dameron, Charles E. C. Dameron, and Edward P. Dameron, IV	South Louisian Exploration Company, Inc.	a 67.50	621	117	353752	ŕ
10/10/84	Edward Wascom and Dauphine Wascom	South Louisian Exploration Company, Inc.	a 18.6	600	070	339501	
10/16/85	James V. Wilson and Marion J. Wilson	South Louisian Exploration Company, Inc.		619	734	352808	
10/17/85	Lena R. Myers	South Louisian Exploration Company, Inc.		619	730	352807	
10/22/84	James William Gahn and Rita Chriss Gahn	William Ġ. Castle, Jr.	48.50	600	150	339518	
10/24/84	Ciro Deliberto and Ann Canal Deliberto	William G. Castle, Jr.	18.84	600	146	339517	
10/24/84	Mary Onita Robertson Prince represented by her agent and attorney- in-fact, Robert W.Ciruti	William G. Castle, Jr.	34.00	600	164	339521	
10/24/84	Monroe Y. St. Amant	William G. Castle, Jr.	20.00	600	763	339768	
10/24/84	David Dale Traylor and Joan Stetzner Traylor	William G. Castle, Jr.	6.00	604	179	341760	
10/25/84	Mary Onita Robertson Prince represented by her agent and attorney- in-fact, Robert W. Cirut	William G. Castle, Jr. i	86.50	600	168	339522	
10/25/84	Elander Farms, Inc.	South Louisian Exploration Company, Inc.		605	863	342864	
10/26/84	Estha Gahn Rome	William G. Castle, Jr.	15.972	600	172	339523	
10/29/84	Max W. Summers and Patricia E. Summers	William G. Castle, Jr.	5.87	600	767	339769	
10/31/85	Gary Lee Bauers and Annette Bauers	South Louisian Exploration Company, Inc. CONVEYAN BOOK			137	353755	
	C	640	402	M. FILM DEC	212'8 6		

WHEREAS, Lessee has the right to release or surrender said leases at any time or times under the terms of the said leases as to all or portions of the lands affected by the said leases and be relieved of all obligations as to the acreage so released or surrendered; and

WHEREAS, Lessee desires to release and surrender said leases as to all the lands covered thereby;

NOW, THEREFORE, CHEVRON U.S.A. INC., a Pennsylvania corporation, does hereby cancel, release, surrender, and quitclaim all of its right, title, and interest in and to said contracts of lease.

IN WITNESS WHEREOF, CHEVRON U.S.A. INC. has executed this instrument

14th . 1986. day of on the WITNESSES: Βv WHITE Cuelsis And Mitchell

CHEVRON U.S.A. INC.

ecretary

STATE OF LOUISIANA

Dage 2 of 2 Page 2 of 2

PARISH OF ORLEANS

, 1986, before me appeared day of On this TAPTICH , to me personally known, who, being by me duly sworn, that he is the Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania did sav corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for Orleans Parísh, Louisiana

My Commission expires at death.

CONVEYANCE BOOK PAGE 0640 403

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Page 1 of 4 Page 1 of 4

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LOUISIANA REVISED SIX (6)-POOLING REV. 7-00.1 AND 3-70.7 AND REV. 5/81

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OIL, GAS AND MINERAL LEASE

October 26,

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il H

ESTHA GAHN ROME, widow of Adam J. Rome, her first and only husband, whose address

1935 Newton Street, Algiers, Louisiana 70114

THIS AGREEMENT, entered into effective as of

WILLIAM G. CASTLE, JR., whose address is

berein called "Lessor" (whether one or more) and

303 Magnolia Life Building, Lake Charles, Louisiana 70601

nafter called "Leuce", witnesseth, that: One Hundred Dollars & Other Valuable / Considerations 100.00 & OVC

by Lessee on said land; the land to which this lesse syplies and which is affected hereby being situated in Tangipahoa Parish, Louisiana, and described as follows, to wit:

TRACT ONE (1):

A certain tract or parcel of land containing 16.0 acres, more oe less , described as follows: Commencing at the Northwest corner of the Southeast Quarter (SEL) of Section Twenty One (21), Township Six (6) South, Range Eight (8) East, thence measuring East 9.71 chains, thence South 15.79 chains; thence West 9.71 chains to quarter section line; thence North 15.79 chains to point of beginning: <u>LESS AND EXCEPT</u> all that certain lot or parcel of land situated

in Tangipahoa Parish, Louisiana described as commencing at a point 25 feet South, 5.96 chains South 89 degrees 50 minutes East of the Northwest corner of the Northwest Quarter of the Southeast Quarter (NW4 of SE4) of Section Twenty One (21), Township Six (6) South, Range Eight (8) East, said point being on the South margin of the Covington Highway; run thence South 10.56 chains to railroad rightof-way; thence along same 84 degrees 40 minutes East, 3.75 chains to a point; thence North 10.92 chains to the South margin of said Covington Highway; thence North 89 degrees 50 minutes West 3.75 chains to point of beginning, comprising 4.028 acres, more or less.

TRACT TWO (2):

A certain tract or parcel of land containing 4.0 acres, more or less in the Eastern part of the South Half of the Northeast Quarter of the Southwest Quarter (S¹/₂ of NE¹/₄ of SW¹/₄) of Section Twenty One (21), Township Six (6) South, Range Eight (8) East and being more fully described as commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE% of SW%) of said Section 21, and measuring North 8.10 chains to railroad right of-way; thence along same North 84 degrees 40 minutes West 6.28 chains to the bank of canal; thence along same South 17 degrees 40 minutes East 9.10 chains; thence East 3.47 chains to point of beginning.

CONVEY, BOOK O 6 0 0 All land owned by the Lessor in the above mentioned Section of or alluvion attaching to and forming a part of said land are included any reduction in restals shall have previously been made, this lesse, and all rights, titles, and interests in the above described land, inclu	PAGE 72 or Sections or Surveys, all property i herein, whether property or spec without further acidence thereof.	cifically described of Do shall immediately attac	b to and affect any	ORIGIUAL
and Lessor's successors and assigns. For the purpose of calculating the rental payments hereinafter acres, whether it actually comprises more or less.				; -
This lease shall be for a term of <u>Five (5)</u> "primary term") and so long thereafter as oil, gas or some other min land or on acreage pooled therewith (or with any part thereof), all a	vears and No (0) neral is being produced or drilling as bereinafter provided for; all	months from the d g operations are conduc subject to the followin	cted either on this	

October 26, 85 Lessor's credit in the.

P. O. Box 61260. New Orleans. Louisiana , and whose zip code is 70161 , which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and

igns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its scensor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the tal paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Should said Bank fail or liquidate, if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby dered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessors shall have furnished Lessee with a wordable instrument naming a new depository bank; and this provision shall apply to all such new and subsequently named depository banks. Wherever id in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced materials placed on the ground at or near the well site preparatory to the drilling of a well. 2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor at any time and from time to time to time to nonl of

recordable instrument naming a new depository basis; and this provision mais appry to all scen new and subsequently named depository basiss, wherever used in this lease, "operations for drilling", "drilling operations" and "operations" and its well. 2. Leaser, at its option, is hereby given the right and power without any further approval from Leasor, at any time and from time to time, to pool or vicinity thereof, when, in Lease's judgment, it is necessary or advisable to do so in order to properity explore or develop or operate said premises so as to vicinity thereof, when, in Lease's judgment, it is necessary or advisable to do so in order to properity explore or develop or operate said premises so as to vicinity thereof, when, in Lease's judgment, it is necessary or advisable to do so in order of any Regulatory Body of the State of Louisians or the United States drilling of unnecessary wells or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisians or the United States drilling of wells or the production of minerals. Such pooling shall be of adjacent tracts which will form a reasonably compact (but not necessarily con-or production and substantially one hundred sixty (160) acres each for each well to regard and aga-condensate exploration or production units and the unit or units shall be the same as fixed and exalibled by an order of a Regulatory Body" and the Conveyance Records of the Parish in which went the unit or units shall be the same as fixed by sadd order. Lease and lexcute and file for the Goneyance Records of the Parish in which went the unit or units is shall be acclaration describing the pooled acreager; and upon such diffing the unit or units shall thereby become effective, except that when a unit is created by order of a Regulatory Body the pooled are applied, and subject to the provisions of Paragraph 10 hereof, shall be computed only on the proportionate part of the production to be so allocated from each pooled unit dille the tands included in such

affect the unit originally created. 3. Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a release of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportion-strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportion-strata so released; and, in the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or proration allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled on a runit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit are suf-no spacing or proration allowable order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres sur-rounding each oil well then producing or being drilled or worked on, and one hundred sixty (160) acres around each gas or gas condensate well then producing, or being drilled or a worked on or shue raragraph 6 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.

producing, or being drilled or worked on or shut in under Paragraph 6 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.
4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof). Lessee may maintain the rights granted during and after the primary term by conducting operations (i. e. drilling, reworking, completing, testing or otherwise attempting in good faith to establish production) on said lands or land pooled therewith (or any part thereof) without the lapse of more than ninety (90) consecutive days between cessation of such operations and their recommencement, whether on the same or another well; and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the elason innety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve months' period; but, if said ninety (90) days should expire prior to the initial rental paying date or during any year for which rental or other payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the last year of the primary term.
5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for 30 consecutive.

shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the fast year of the primary term. 5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for 30 consecutive days should be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein de-scribed, Lessee shall drill such offset well to protect the land held hereunder from drainage as and within the time that a reasonable and prudent operator would drill under the same or similar circumstances; it being provided, however, that Lessee shall not be required to drill any such offset well unless the well on adjacent land is within 350 feet of any line of the lands held herewnder, nor shall such offset well be necessary when said lands are being reasonably protected by a well on the leased premises or land pooled therewith (or with any part thereof).

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8. The Lessee shall be responsible for all damages to tin the the trouble for so the soor caused by Lessee's operations

3. The Lessee shall be responsible for all damages to tinhigh WC programs for a sign of Lessor caused by Lessee's operations.
9. All provisions hereof shall insure to the benefit of and bind the successor and assigns (in whole or in part) of Lessor and Lessee, (whether by sale, ritance, assignment, sub-lesse or otherwise), but regardless of any actual of constructive notice thereof, no change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, its endition, emanci, attoinment of motion or otherwised shall impose any additional burden on Lessee, or be binding on Lessee for ing any payments hereunder unless, at least forty rive (45) days before any such payment is due, the record owner of this lesse shall have been fured with certified copy of recorded instrument or judgment evidencing such sale, transfer or inheritance, or with evidence of such change in status or city of Lessor or other party of such change in status or city of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in the rest of recorded instrument. any ii

advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals skall be apportioned among the several leasehold owners according to the surface area of each, and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. 10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lesser shall have the right to purchase a less or leases from others to protect its leasehold rights and shall not the

right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights. 11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forefeiture or loss, either in whole or in part, for failure to comply with the express or implied obli-gations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially deter-mined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of aterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and allure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

part hereof. 13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations there-on, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

14. When operations (i. e. drilling, reworking, completing, testing or otherwise attempting in good faith to establish or restore production) are con-ducted with respect to, or production is obtained from, stratum or strata below 14,000 (set from the surface of the ground, any ninety (90) day periods provided in Paragraphs 4 and 6 hereof for resuming such operations, restoring such production, or commencing or resuming payment of rental, shall be extended to 180 days.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted. IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:

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STATE OF	}			
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to me known to be the person described in and w same asfree act and deed.	rho executed the forego	ing instrument, and an		
STATE OF	<u> </u>		Noti	ary Public.
PARISH (OR COUNTY) OF	<u> </u>			
On thisday of			, 19, 1	before me personally appeared
to me known to be the person described in and w	ho executed the forego	ng instrument, and ac	knowledged that	executed th
same as free act and deed.			Note	ry Public.
STATE OF LOUISIANA			Nut	
PARISH OF Calcasieu	<u>}</u>		i Dontin	
BEFORE ME, the undersigned Notary Pul who, being by me duly sworn, stated under oath that the same was signed by	thatshe Rome	was one of the sube	cribing witnesses to) the foregoing instrument and
(Lessor, as above mentioned) in her	presence an	d in the presence of t	he other subscribin	a) witness (es).
	Nover	iber 2,	and to	ritin
SWORN TO AND SUBSCRIBED before m		Richard	EGuard	
		Notary Public in	Calle	sieu Parish, Louisiana.
TATE OF LOUISIANA	1			
ARISH OF BEFORE ME, the undersigned Notary Pub		We ennegad		
tho, being by me duly sworn, stated under oath	that	_was one of the subsc	ribing witnesses to	the foregoing instrument and
bet the same was signed by		·		
Lessor, as above mentioned) in		to the manager of all		
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ARISH (OR COUNTY) OF	5			
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thority of its Board of Directors and said				
the free act and deed of said corporation.			£CiO	wiedged said instrument to
we nee act and deed or said corporation.				
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	MINERAL LEASE)1
REV. 7-00.1 AND 2-70.7 AND REV. 5/01 THIS AGREEMENT, extered into effective as of	October 22,	1984
by and between JAMES WILLIAM GAHN and RITA CHR. married but once and then to each other, here		
whose address is 380 Gahn Lane, Hammond, Lo	uisiana 70401	C 28 19 0
	<u></u>	
herein called "Lessor" (whether one or more) and WILLIAM G	. CASTLE, JR., whose address is	
303 Magnolia Life Building, Lake Charles, L	ouisiana 70601	

Lessor, in consideration of the sum of <u>One Hundred Dollars & Other Valuable</u> / <u>(* 100.00 & OVC</u>) eby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinsiter described for the exploration for, and produc-of of all gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and duction, ownership, possession, storage and transportation of said minerals (either from said land or excess pooled therewith), and the right dispose of saik water, with the right to ingress and egress to and from said lands at all times for such purposes, including the right to con-doctions, ownership, possession, storage and transportation of said minerals (either from said land or excess pooled therewith), and the right descent of saik water, with the right to ingress and egress to and from said lands at all times for such purposes, including the right to com-doc, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining d, and including the right to remove from the land any property placed by Lesses thereon and to draw and remove casing from wells drilled Lesses on said land: the land to which this here on the condition of the said thereon and to draw and remove casing from wells drilled

sees on said land; the land to which this lease applies and which is affected hereby being situated in , Louisiana, and described as follows, to-wit:

TRACT ONE (1):

The Southwest Quarter of the Southeast Quarter (SW% of SE%) of Section Twenty One (21), Township Six (6) South, Range Eight (8) East, containing 40.0 acres, more or less.

TRACT TWO (2):

A certain tract or parcel of land being described as beginning at the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW4 of SE4) of Section Twenty One (21), Township Six (6) South, Range Eight (8) East; thence North 417 feet; thence West at right angles 521 ½ feet; thence South parallel with East line 417 feet; thence East to point on beginning, containing 5.0 acres, more or less.

TRACT THREE (3):

A certain tract or parcel of land being described as beginning at the Southwest corner of the land herein described in Tract Two above; thence North on West line of said tract 178 feet; thence West 735 feet more or less to quarter section line of Section Twenty One (21), Township Six (6) South, Range Eight (8) East, thence South 178 feet; thence East to point of beginning, containing 3.0 acres, more or less:

LESS AND EXCEPT that tract or parcel of land being described as commencing at a point being 46 feet north of the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{2}$ of SE $\frac{1}{2}$) of Section Twenty One (21), Township Six (6) South, Range Eight (8) East measure thence 330 feet East to a point on a gravel road, measure thence North 132 feet along said gravel road to a point, measure thence West 330 feet to a point and finally measure thence South 132 feet to a point of beginning, containing 1.0 acre, more or less.

TRACT FOUR (4):

A certain tract or parcel of land being described as one and a one-half (l_2) acres of land more or less, off the East end of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter (NE¹/₄ of SE¹/₄ of SW¹/₄) of Section Twenty One (21), Township Six (6) South, Range Eight (8) East, and being more particularly described as follows, to-wit: Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE¹₄ of SW¹₄) of said Section 21 and measure West 210 feet to bank of a canal, thence along same in a southerly direction to a Southeast corner of same SE's of SW's, thence North 660 feet to point of beginning.

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether properly or specifically described or not. Whether or not may reduction in rentals shall have previously been made, this lesse, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns. -48, 50-

For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise more or less. This lease shall be for a term of ______ Five (5) ______ vears and __No (0) ______ months from the data based (with 3)

This lease shall be for a term of _______ Five (5) ________ vears and _______ No (0) ________ months from the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and ments: 85 October 22,

1903 W. Church Street, Hammond, Louisiana, and whose zip code is 70401 which Bank or its successor shall continue to the depository for such dentals as the representative of Lessor and Lessor's successors and

Page 2 of 4 Page 2 of 4

saigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee ar Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's nights in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby used in this lease, "operations for drafting", "drifting operations" and "operations" shall apply to all such new and subsequently named depository banks. Mherever used in this lease, "operations for drifting", "drifting operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drifting of a well. in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interest not subject to subject subject to subject to subject to subject subject subject

such order without further declaration by Lessee, but such revision shall be limited to the stratum or strata covered by said order and shall not otherwise affect the unit originally created.
Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a refease of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata or released; and, in the event of a release of all stratu under a portion of the land during the primary term, the rental shall be reduced proportion at by, according to acreage. In the event of the forfeiure of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or proration allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said medibacity is a portion allowable order not any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well then producing or being drilled or worked on and or any pooled unit established, then Lesse shall have the right to retain forty (40) acres surrounding each oil well then produced or or but in under Paragraph 6 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereof). Lessee shall have use right soft way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereof). Lessee shall have use rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the lan

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or component interest produces by Lessee and injected into expendence entrance of Lessor caused by Lessee's operations. 8. The Lessee shall be responsible for all damages to timbe Call & Expendence of Lessor caused by Lessee's operations. 9. All provisions hereof shall inure to the benefit of more than a substance of the successor fragentistics (in whole or in part) of Lessor and Lessee, (whether by sale, inheritance, assignment, sub-lease or otherwise), but regardlest of any actual or constructive notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, inheritance, interdiction, emancipation, attainment of individual of otherwise, shall impose any additional burden on Lessee, or be binding on Lessee for making any payments hereunder unless, at least forty-inte (45) days before any such payment is due, the record owner of this lease shall have been furmaking of such evidencing such sale, transfer or inheritance, or with evidence of such change in status or especity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in

advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentais, shall be apportioned among the several leasehold owners according to the surface area of each, and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental joindy to such perions or to their joint credit in the depository named herein; or, at Lesse's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment o: tender to any particigent of his portion of the rentals harrong any tax, mortgage or other such participant. 10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other papecified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the sets or not: here has and royalties as to the land in which an interest is outstanding in others shall be reduced proportion ty to the interest of the shall not thereby be held to have disputed Lessor's title; and in the event Lessor's rights. 1. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lesse, Lessor shall has the schere of royalties or to deposit such royalties in the requirements hereof. The service of said notic in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notics and the lapse of

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof.

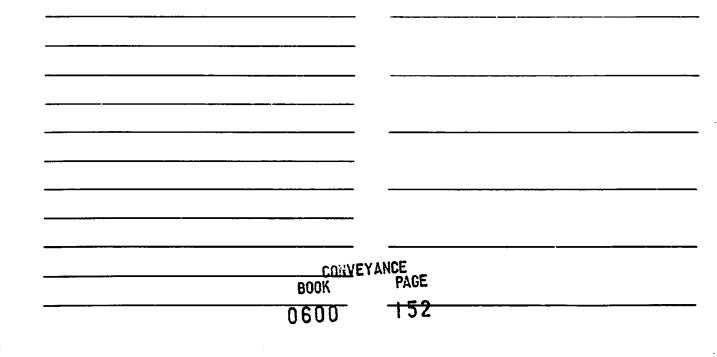
13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations there on, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral the time while Lessee is so prevented shall not be counted against Lessee.

14. When operations (i. e. drilling, reworking, completing, testing or otherwise attempting in good faith to establish or restore production) are con-ducted with respect to, or production is obtained from, stratum or strata below 14,000 feet from the surface of the ground, any ninety (90) day periods provided in Paragraphs 4 and 6 hereof for resuming such operations, restoring such production, or commencing or resuming payment of rental, shall be extended to 180 days.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted. IN WITNESS WHEREOF, this instrument is executed as of the date first above written. WITNESSES:

WILLIAM GAHN TAMES

U RTTA CHRISS GAHN



STATE OF PARISH (OR COUNTY) OF On this day	<u> </u>				
to me known to be the person described in a	and who executed the				
same asfree act and deed	-		<u></u>	Notary Pu	blic.
STATE OF PARISH (OR COUNTY) OF	}				- <u></u>
On thisday of			<u> </u>		
to me known to be the person described in a same atfree act and deed.		oregoing instrume	nt, and acknowled	ged that	ezecuted th
				Notary Put	lic.
STATE OF LOUISIANA PARISH OF Calcasieu	}				
BEFORE ME, the undersigned Notary who, being by me duly sworn, stated under that the same was signed byJames W:	y Public, on this day opth that she illiam Gahn an	was one o d Rita Chri	d Dani I f the subscribing v ss Gahn	artin vitnesses to the fo	wegoing instrument an
(Lessor, as above mentioned) in	her prese	ce and in the pre	sence of the other	subscribing with	ett(et).
		October 26,	Wan	· Yai	tim
SWORN TO AND SUBSCRIBED befo	P\$ 106		FRE	Stimen	19_84
		Notary	Public in and for.	Calcasieù	Parish, Louisians
TATE OF LOUISIANA	}				
BEFORE ME, the undersigned Notary	Public, on this day r	ersonally appeare	d		····
who, being by me duly sworn, stated under other the same was signed by	with that	was one of	the subscribing w	itnesses to the fo	regoing instrument and
Lessor, as above mentioned) in	preseo	ce and in the pres	ence of the other	subscribing with	ess(es).
SWORN TO AND SUBSCRIBED befor	ŧ B¢				, 19
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	CORPORATION	ACKNOWLEDGA			
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ON THISday of		., 19, before	me, appeared	······	
me personally known, who, being by me de	aly swora, did say the	t he is the			
the		and that sai	id instrument was	signed in behalf	of said corporation by
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the free act and deed of said corporation.					
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ORIGINAL

First Community Bank

P O BOX 909 Hammond, LA 70404 (504)429-9899 (herein "MORTGAGEE)

MULTIPLE OBLIGATIONS MORTGAGE

STATE OF LOUISIANA PARISH OF Tangipahoa

BE IT KNOWN, that on this day before me, the undersigned Notary Public, duly commissioned and qualified in and for the said State and Parish, and in the presence of the undersigned competent witnesses, personally came and appeared:

JAMESTOWN INC (TIN **ACCOUNT)** a Louisiana CORPORATION with its chief executive offices in HAMMOND, LA and whose present mailing address is 110 NORTH OAK ST HAMMOND, LA 70401, herein represented by the undersigned authorized agents.

(herein "MORTGAGOR"), who declared to me, Notary, that desiring to create and give security for advances made or to be made, or both, MORTGAGOR does by these presents declare and acknowledge his indebtedness, as defined herein, unto MORTGAGEE, in the maximum amount outstanding at any time and from time to time of _ Fifty Million and 00/100 DOLLARS (\$ 50,000,000.00

) together with interest due thereon, and all funds spent by MORTGAGEE for insurance premiums and taxes, attorney's fees and other costs authorized under this Mortgage.

INDEBTEDNESS. MORTGAGOR acknowledges his indebtedness to MORTGAGEE pursuant to all present and future, joint, several and/or solidary obligations (including legal expenses, attorney's fees and all costs incurred by MORTGAGEE in collecting or enforcing payment or performance of such obligations) of MORTGAGOR to MORTGAGEE and of

to MORTGAGEE, pursuant to:

A. This Louisiana Civil Code Article 3298 Multiple Obligations Mortgage (herein 'MORTGAGE") and the following promissory notes and agreements:

Maker	Interest Rate	Principal Amount/ Credit Line	Note/ Agreement Date	Maturity Date/ Payable on Demand
	}			

B. All other present or future, now existing or hereafter arising, written or oral, agreements between MORTGAGEE (and/or his successors and assigns) and any one or more of MORTGAGOR or_____

or (if the preceding blank is completed), both, including, but not limited to, all existing notes, loans, or advances (whether executed contemporaneously with this agreement or antecedent hereto) and all future notes, loans, or advances (whether executed for the same or different purposes than the preceding notes and agreements);

- C. All amendments, extensions, modifications, or substitutions to any of the foregoing; and
- D. Applicable law.

all of which obligations are herein collectively referred to as the "Indebtedness".

II. EVIDENCE OF INDEBTEDNESS. MORTGAGOR acknowledges and agrees that, without in any way limiting the evidence or methods available to MORTGAGEE to prove the existence and/or amount of the Indebtedness, an affidavit or verified petition by an agent, employee or representative of MORTGAGEE shall be sufficient for all purposes (including executory process) to prove the Indebtedness, including its existence, amount, terms and maturity, whether made on personal knowledge or information and belief.

III. TRANSFER OF INDEBTEDNESS. MORTGAGOR grants to MORTGAGEE the privilege of transferring any or all of the Indebtedness and this Mortgage to any person who might subsequently purchase from MORTGAGEE all or any part of MORTGAGEE'S right to receive payment and/or performance from MORTGAGOR.

IV. HYPOTHECATION. Now, in order to secure the payment of the Indebtedness, MORTGAGOR declares that he does by these presents specially mortgage, affect and grant a continuing security interest in, the following described property (herein "Property") in favor of MORTGAGEE:

SEE ATTACHED EXHIBIT





LEAK OF

Instr# 641865 Filed Tangipahoa Parish Date: 07/21/03 Time: 9:28 AM Conv Book ____ Folio _ Page 1 of ³Book: 1155 Page: 52 File Number: 641865 Seq: 1

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MULTIPLE OBLIGATIONS MORTGAGE - Continued - Page 2

This Mortgage attaches to all subsequent additions, substitutions or replacements to and for the Property as well as

Inis Mortgage attaches to all subsequent additions, substitutions or replacements to and for the Property as well as present and future component parts thereof and accessories thereto and to natural increases, accessions, accretions, and issues of the Property, without further description and without the necessity of subsequently amending this Mortgage to reflect the actual existence of such additional Property. Notwithstanding the foregoing, if, in connection with one or more loans, credit extensions or obligations of MORTGAGOR, or any other person whose obligations are secured hereby, any disclosure required by 12 CFR 226.5b, 226.15, 226.19(b) or 226.23 has not been provided in a form that materially complies with these requirements, then the mortgage on the Property granted hereby shall not secure the indebtedness, obligation or obligations for which the required disclosure was not given. required disclosure was not given.

To the degree and extent excluded from Chapter 9 of the Louisiana Commercial Laws, MORTGAGOR hereby collaterally assigns to MORTGAGEE all incorporeal rights that are or may be incidental or accessory to the Property or its use whether or not such rights are evidenced in writing or are now existing or hereafter arise.

V. NON-ALIENATION. (A) The Property is to remain mortgaged until the full and final payment of the indebtedness and the termination of this Mortgage and MORTGAGOR binds himself and his heirs, successors or assigns not to sell, alienate or encumber the Property (including but not limited to by bond for deed contract) to the prejudice of this act. (B) MORTGAGOR binds himself not to sell, transfer by contract or otherwise dispose of the Property (including but not limited to by bond for deed contract) or any interest therein without the prior written consent of MORTGAGEE until the full and final payment of the ladattadees and the termination of this Mortgage. full and final payment of the Indebtedness and the termination of this Mortgage.

VI. CONFESSION OF JUDGMENT. MORTGAGOR hereby confesses judgement in favor of MORTGAGEE for the full amount secured hereby in principal and interest, together with all attorney's fees, insurance premiums and taxes as designated in this Mortgage and for the performance of all of MORTGAGOR'S obligations hereunder and of the Indebtedness.

VII. AUTHORIZATION OF EXECUTORY PROCESS AND WAIVERS. MORTGAGOR further declares that in the event the Indebtedness is not paid at maturity or in the event of failure to comply with any of the provisions of this Mortgage or of the Indebtedness, or upon the occurrence of an Event of Default, it shall be lawful for and MORTGAGOR does hereby authorize MORTGAGEE to cause the Property to be seized and sold under executory or ordinary process, MORTGAGOR hereby expressly waiving the benefit of appraisement thereof. MORTGAGOR further waives demand for payment as provided by the Louisiana Code of Civil Procedure Act 2639 and Act 2721 which demand, if not waived, would obtavily express the order of the Brocedure Act 2639 and Act 2721 which demand, if not waived, would otherwise precede the seizure and sale of the Property.

Would otherwise precede the seizure and sale of the Property. <u>VIII. EVENTS OF DEFAULT.</u> An event of default shall occur if the MORTGAGOR should: 1) fail to perform any obligations in favor of MORTGAGEE, 2) violate any federal or state environmental law or regulation, 3) fail to perform any covenant of any collateral mortgage, not collateral mortgage, collateral chattel mortgage note, collateral chattel mortgage, multiple obligations mortgage, security agreement, pledge, assignment of accounts receivable, or any other agreement given to secure the payment of any obligations in favor of MORTGAGEE, 4) die, 5) dissolve, liquidate or terminate existence, 6) become insolvent, 7) be unable to pay debts as they mature, 8) suspend business, 9) engage in a respite, 10) engage in an assignment for the benefit of creditors, 11) be the subject of a receivership, 12) be convicted of a crime other than a traffic violation, 13) allow his property to become subject to any tax lien or be sold by local, state or federal taxing authorities, 14) conceal, remove, transfer or permit to be concealed, removed or transferred any of his property with intent to hinder, delay or defraud any creditors, 15) transfer any of his property to any creditor on account of any antecedent debt while insolvent if such transfer has the effect of preferring that creditor over other creditors, 16) file or have filed against him a petition for an order for relief under the Bankruptcy Code, 17) allow any of his property to be seized by any federal or state drug or other law enforcement authorities, 18) be the subject of a judgment (each of the foregoing being an "Event of Default"), 19) sell, transfer or otherwise encumber the Property without MORTGAGEE'S permission, or 20) if this mortgage secures a Home Equity Line of Credit, allow any prior or senior lien holder of the Property to seize such Property for sale by executory process. Upon the occurrence of any Event of Default, all the Indebtedness then outstanding hereby secured may, at remedies of MORTGAGEE.

IX. COVENANTS AND WARRANTIES. (A) The MORTGAGOR represents and warrants that it has good and merchantable title to the Property, free of all liens and encumbrances except those of which the MORTGAGEE has been notified in writing. (B) The MORTGAGOR will observe and comply with all laws, statutes, codes, acts, ordinances, judgments and similar directives applicable to it or the Property. (C) The MORTGAGOR will permit any officer, employee or agent of the MORTGAGEE to visit and inspect the Property. (D) The MORTGAGOR will keep the lien of this Mortgage valid and unimpaired.

X. ASSIGNMENT OF INSURANCE PROCEEDS. MORTGAGOR hereby collaterally assigns to MORTGAGEE the right to receive proceeds attributable to the insured loss of the Property whether or not such right is evidenced in writing or is now existing or hereafter arises.

XI. AGENT. MORTGAGOR grants to MORTGAGEE all authority required to carry out and enforce all or any of the rights herein assigned to MORTGAGEE in MORTGAGOR'S or MORTGAGEE'S name as solely determined by MORTGAGEE. MORTGAGOR appoints MORTGAGEE as his agent (which agency is coupled with an interest) for, at MORTGAGEE'S option, the carrying out or enforcing of such rights in MORTGAGOR'S name.

XII. INSURANCE: TAXES: MAINTENANCE. Until the full and final payment of the Indebtedness, MORTGAGOR hereby binds himself to keep the Property constantly insured by an insurance company of his choice acceptable to MORTGAGEE, with (i) fire and extended coverage insurance in an amount not less than the full insurable value of the Property and (ii) flood insurance, if available, under and in amounts directed by federal laws and regulations, if the Property is now or is ever declared to be in a flood hazard area. MORTGAGEE named as an insured and mortgagee in a Standard Mortgagee Clause (long form loss payee clause) acceptable to MORTGAGEE to be attached to the policy or policies. Grantor shall be in default if this insurance coverage is not obtained or maintained at all times, and Lender is hereby authorized, should Grantor fail to maintain this required insurance coverage, to obtain sufficient insurance coverage to cover the balance of Grantor's indebtedness to Lender and add the expense of such insurance to the total of Grantor's indebtedness. To repay this additional insurance expense, Grantor agrees to make increased installment payments upon the same payment interval required by this agreement. Lender's exercise of this right, with the subsequent increase in Grantor's installment payment, shall not constitute a new obligation or satisfy or replace Grantor's attorney-in-fact to endorse any form of insurance coverage on the Collateral. Grantor hereby appoints Lender as drantor's attorney-in-fact to endorse any insurance proceeds or refund checks in order to collect the Property and for the property and to maintain the Property in good condition and, if applicable, working order.

XIII. ADVANCES BY MORTGAGEE. At its option without any obligation to do so, MORTGAGEE may advance such funds as it deems necessary for the protection, preservation, repair or recovery of the Property or the protection or preservation of its Mortgage and such funds advanced may at MORTGAGEE'S sole election also be used to purchase insurance or pay taxes on the Property or maintain the Property should MORTGAGOR fail to comply with his contractual obligation to do so. Any such sums advanced, together with interest thereon from the date of each advance until paid, shall be secured by this Mortgage and shall be due on demand.

MORTGAGE PAGE BOOK

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MULTIPLE OBLIGATIONS MORTGAGE - Continued - Page 3

XIV. INSURANCE AND TAX ESCROW. Upon demand of the MORTGAGEE, the MORTGAGOR agrees to pay to the MORTGAGEE a pro-rata portion of the property taxes, assessments, governmental charges, levies, and insurance premiums relating to the Property ("Escrow Deposits"), as estimated by the MORTGAGEE, so that the MORTGAGEE will have sufficient funds on hand to pay such taxes, assessments, governmental charges, levies, and insurance premiums as they become due. If this Mortgage secures a federally related mortgage loan, MORTGAGEE may not collect and hold Escrow Deposits in an amount exceeding the maximum amount permitted under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 USCA 2601, et seq., ("RESPA"). All such Escrow Deposits shall be held by the MORTGAGEE without interest in an institution (including MORTGAGEE, if applicable) the deposits of which are insured by a federal agency, as further security for the Indebtedness secured hereby. Upon payment in full of the indebtedness secured by this Mortgage, MORTGAGEE shall refund to MORTGAGEE.

XV. KEEPER. MORTGAGOR and MORTGAGEE expressly agree that in the event the Property is seized as an incident to an action to enforce this Mortgage, MORTGAGEE, if it so elects, may serve as a keeper or may name the keeper at the time the seizure is effected and this appointment shall be in accordance with the provisions of Louisiana Revised Statute 9:5136, <u>et.seq.</u>

XVI. ACCEPTANCE. The persons executing this Mortgage for MORTGAGEE execute this Mortgage for the purpose of indicating MORTGAGEE'S acceptance of this Mortgage; provided that MORTGAGEE'S failure to execute this Mortgage shall not affect the validity or enforceability hereof.

XVII. HOMESTEAD EXEMPTION. MORTGAGOR and MORTGAGOR'S spouse, if any, waive all claims and rights of homestead exemption in the Property and all other exemptions from or restrictions on seizure and subsequent sale provided by the constitution or laws of Louisiana.

XVIII. IDENTIFICATION. The undersigned acknowledge that they have been advised of the duty imposed on Notaries by Louisiana Revised Statues 35:17(B) and 9:5141 C. to include in acts affecting immovable property the social security number of the parties to the act, have been informed that such disclosure is voluntary because the absence of the parties' social security number shall not invalidate the act and understand that the Clerks and Recorders of Mortgages will use the parties' social security number in the Public Records for identification of the parties, indexing the acts, and any other purposes permitted by law.

The undersigned have elected:

To provide the social security number as follows and to release the Notary from any liability in connection therewith:

MORTGAGOR'S social security/employer identification number(s) is/are:
 MORTGAGEE'S social security/employer identification number(s) is/are:_

To refuse to disclose the social security number. I/We release the Notary from any potential liability which may arise in connection with my/our refusal to disclose my/our social security number(s).

MORTGAGOR

or

MORTGAGEE

XIX. TERMINATION. When the indebtedness has been fully paid and satisfied and neither the MORTGAGOR nor MORTGAGEE is bound to permit an obligation secured by the Mortgage to be incurred, the MORTGAGOR may submit a written request for termination and release of the Mortgage to the MORTGAGEE or his successor(s) and assign(s), which request shall be sent to an officer of MORTGAGEE at the address stated in the Mortgage, or to such person at such other address as MORTGAGEE, or his successor(s) and assign(s), may designate in writing from time to time. The Mortgage shall be terminated and extinguished on the date the request is received, signed and dated by the designated recipient.

THUS DONE AND PASSED in my office in the State and Parish aforesaid in the presence of the undersigned competent witnesses who have signed hereto together with said appearers and me Notary on <u>July 17, 2003</u>, after due reading of the whole.

JAMESTOWN ING

ROBERT A MAURIN III

WITNESSES:

NOTA _IC

First Community Bank ४ η/ Bγ

Cordell H White, Sr. Commercial Lender, EVP



Page 3 of 3

момовт Rev. (3/28/02) Book: 1155 Page: 52 File Number: 641865 Seq: 3 Page 4 of 4 Page 4 of 4

EXHIBIT "A"

A certain tract or parcel of land lying in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, being Lot VI of a survey by Clifford G. Webb, C. E. & Surveyor, dated February 20, 1975, attached to Act of Transfer recorded at COB 801, page 703, Tangipahoa Parish, La. and more particularly described by current survey as follows:

Commencing at a point which is 844.76 feet South 89 deg. 40 min. 25 sec. West and 24.84 feet North 00 deg. 20 min. 25 sec. West from the Southeast Corner of Section 21, T6S, R8E; thence South 89 deg. 38 min. 54 sec. West 484.16 feet; thence North 00 deg. 18 min. 47 sec. West 847.97 feet; thence North 89 deg. 38 min. 56 sec. East 403.07 feet; thence South 00 deg. 19 min. 17 sec. East 406.90 feet; thence North 89 deg. 42 min. 18 sec. East 80.82 feet; thence South 00 deg. 20 min. 25 sec. East 440.98 feet to the POINT OF BEGINNING, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated July ____, 2003.

Together with Servitude of Passage or Way dated April 13, 2002, recorded at COB 941, page 159, Tangipahoa Parish, Louisiana.

Jamestown, Inc.

By: Cobers A. Marin, III, President

"Ne Varietur" For Identification with an act of Multiple Obligations Mortgage passed before me, Notary, this 17th day of July, 2003

. Havigne, Notary Public Mary Ĕ



Tangipahoa Parish Recording Page

l'angipanoa Pa	arish Recording Page
CI P 110 North Am	an E. Dufreche lerk of Court . O. Box 667 Bay Street, Suite 100 lite, LA 70422 85) 748-4146
Received From : FIRST COMMUNITY BANK P.O.BOX 909 HAMMOND, LA 70404	
First MORTGAGOR	
JAMESTOWN INC	
First MORTGAGEE FIRST COMMUNITY BANK	
Index Type : Mortgages	File Number : 898609
Type of Document : Reinscribe - Mortgage Book	
Recording Pages: 2	Book : 2210 Page : 683
Record	ed Information
I hereby certify that the attached document was filed Tangipahoa Parish, Louisiana	for registry and recorded in the Clerk of Court's office for
	Deputy Clerk
On (Recorded Date) : 06/07/2013	
At (Recorded Time): 3:28:04:000 PM	
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PARISH OF TANGIPAHOA

NOTICE OF REINSCRIPTION

BEFORE ME, the undersigned authority, a Notary Public in and for the Parish and State aforesaid, personally came and appeared Investar Bank, Successor in Interest to First Community Bank who after being duly sworn, deposes and says

That appearer is the owner of that certain mortgage described as:

Type of Mortgage:	Multiple Indebtedness Mortgage					
Name of Mortgagor:			Jamestown I	nc		r <u></u>
Original Mortgagee:			First Community	Bank		<u> </u>
Date of Mortgage:			July 17, 200	3		
Amount of Mortgage:			\$ 50,000.000	.00		<u> </u>
Recordation Info .:	Book	1155	Page	52	with the C	Clerk and
	Recorder of	Mortgages for	Tangipahoa	Parisl	h, Louisiana.	
Recordation Info.:	Inst #	641865			with the (Clerk and
	Recorder of	Mortgages for	Tangipahoa	Parisl	h, Louisiana.	
and Recorder of Mortg	ages for	TANGIPAHOA	Parish, Lou	isiana.		
			By: Name:	Investar Bank, S First Comm Eva M Felder	Successor in Inf munityBank	
Sworn to and subscrit	bed before me	e, Notary Public on this	Its: 23rdday	AVP	May-13	·
			Notary Public	- 200		
			Printer Name: Notary Numbe Commission E	er:	an R Bourgeois 90040 At Death	

Lender:

(TIN: Borrower: Jamestown, Inc.

19354 Highway 190 Hammond, LA 70403

COLLATERAL MORTGAGE BY: Jamestown, Inc.

UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH TANGIPAHOA OF

CENTRAL PROGRESSIVE BANK

1809 W. Thomas St.

Hammond, LA 70401

IN FAVOR OF:

CENTRAL PROGRESSIVE BANK And Any Future Holder or Holders

BE IT KNOWN, that on the 1st day of May, 2000;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

Jamestown, Inc. TIN: 1997 And the laws of the State of Louisiana, and has its registered offices at 19354 Highway 190, Hammond, LA 70403, appearing herein through its duly authorized representative(s), pursuant to a resolution of its Board of Directors, a certified copy of which is attached hereto and expressly made a part hereof;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Additional Advances. The words "Additional Advances" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

Encumbrances. The word "Encumbrances" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges, encumbrances, and other contractual and/or statutory security interests and rights of every nature and kind that, now and/or in the future, may affect the mortgaged Property or any part or parts thereof.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the Events of Default set forth below in the section titled "Events of Default."

Guarantor. The word "Guarantor" means and includes individually, collectively, interchangeably and without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness." means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgage, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, Mortgagor's promissory note dated May 1, 2000, in the principal amount of U.S. \$81,810.00, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor, and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, as well as Mortgagee's successors or assigns, whether direct or unrelated, or whether committed or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or otherwise secured or unsecured, whether or not any such indebtedness may be barred under any statute of limitations or prescriptive period or may such indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever.

Lender. The word "Lender" means CENTRAL PROGRESSIVE BANK (TIN: Manual), its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage as this Mortgage may be amended.

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MORTGAGE BOOK PAGE

MORTGAGE (Continued)

supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means CENTRAL PROGRESSIVE BANK (TIN: Mortgage its successors and assigns, and any future holder or holders of Mortgagor's Collateral Mortgage Note or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably the above referenced Borrower(s), as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means Mortgagor's Collateral Mortgage Note described below.

Property. The word "Property" means individually, collectively and interchangeably any and all of Mortgagor's present and future property subject to this Mortgage.

Related Documents. The words "Related Documents" mean and include individually, collectively, interchangeably and without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means individually, collectively and interchangeably any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

COLLATERAL MORTGAGE NOTE. Desiring to secure the prompt and punctual payment and satisfaction of any and all present and future Indebtedness in favor of Mortgagee, as defined above, Mortgagor executed a certain Collateral Mortgage Note dated May 1, 2000, in the principal amount of U.S. \$100,000.00, payable to the order of BEARER, on demand, at the offices of Mortgagee, which Note stipulates to bear interest at the rate of 18.000 percent per annum from date until paid and is paraphed "Ne Varietur" for identification with this Mortgage by the Notary Public before whom this Mortgage is passed, a copy of which Note is attached hereto as an exhibit and is expressly made a part hereof by reference.

PLEDGE OF COLLATERAL MORTGAGE NOTE TO SECURE INDEBTEDNESS. The aforesaid Note, after having been paraphed "Ne Varietur" for identification with this Mortgage by the Notary before whom this Mortgage was passed, was delivered to Mortgagor, who hereby acknowledges receipt thereof. Mortgagor declared that said Note has been and/or will be pledged to Mortgagee as the initial Mortgage under this Mortgage for the purpose of securing any and all present and future Indebtedness that Mortgagor may obtain or incur, from time to time, one or more times, from Mortgagee and any subsequent holder or holders of said Note as heretofore stated.

GRANTING OF MORTGAGE TO SECURE PLEDGED NOTE. And now, in order to secure the prompt and punctual payment and satisfaction of the aforesaid Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property.

The immovable (real) property specifically described as follows:

See Attached Exhibit

together with any and all present and future building(s), constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged Property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged Property in accordance with the Louisiana Civil Code.

The Real Property or its address is commonly known as 44563 Gahn Lane, Hammond, LA 70401.

MORTGAGE SECURING FUTURE INDEBTEDNESS. The aforesaid Note and this Mortgage have been executed by Mortgagor for the purpose of securing Mortgagor's Indebtedness that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Indebtedness may be requested or extended.

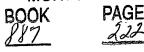
DURATION OF MORTGAGE. Mortgagor agrees that Mortgagor's Property is to remain mortgaged to Mortgagee until Mortgagor's pledged Note is returned to Mortgagor by Mortgagee marked "PAID" or "CANCELLED, or until Mortgagor marks the Note "PAID" or "CANCELLED" after it is returned to Mortgagor.

PROHIBITIONS REGARDING MORTGAGED PROPERTY. So long as this Mortgage remains in effect, Mortgager agrees not to, without Mortgagee's prior written consent: (a) sell, assign, transfer, convey, option, mortgage, or lease the mortgaged Property; (b) permit any Encumbrance to be placed on or to attach to the mortgaged Property; or (c) do anything or permit anything to be done that may in any way impair Mortgagee's security interests and rights in and to the mortgaged Property

Property. **REPRESENTATIONS AND WARRANTIES CONCERNING THE MORTGAGED PROPERTY.** Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (a) Mortgagor is and will continue to be the lawful owner of the mortgaged Property; (b) Mortgagor has the right to mortgage the Property to Mortgagee; (c) as of the time this Mortgage is recorded, there are no Encumbrances affecting the mortgaged Property; (d) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity; and (e) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above. **INSLIBANCE BROVISIONS**. The following insurance provisions are a part of this Mortgage

INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage.

Required Insurance. So long as this Mortgage remains in effect, Mortgagor shall, at its sole cost, keep and/or cause others, at their expense, to keep the mortgaged Property constantly insured against loss by fire, by hazards inclusion minimage from "extended coverage," and by



MORTGAGE (Continued)

such other hazards (including flood insurance, where applicable) as may be be required by Mortgagee. Such insurance shall be in an amount not less than the full replacement value of the mortgaged Property, or such other amount or amounts as Mortgagee may require or approve in writing. Mortgagor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgagor and Mortgagee as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the mortgaged Property, and further containing a broad form contractual liability endorsement covering Mortgagor's obligations to indemnify Mortgagee as provided hereunder. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance for the term of the Ioan. loanĭ

loan. Insurance Companies and Policies. Mortgagor may purchase such insurance from any insurance company or broker that is acceptable to Mortgagee, provided that such approval may not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgagee, and must additionally contain a lender's loss payee endorsement in favor of Mortgagee, providing in part that (a) all proceeds and returned premiums under such policies of insurance will be paid directly to Mortgagee, and (b) no act or omission on the part of Mortgagor, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies, shall affect the obligations of the insurer to pay the full amount of any loss to Mortgagee. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least thirty (30) days prior written notice to Mortgagee of such intended copies of such policies of insurance. Mortgagor further agrees to promptly furnish Mortgagee with copies of all renewal notices and, if requested by Mortgagee, with copies of all renewal or replacement policies of insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of all renewal or replacement policies of insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of the same to Mortgagee within the time periods required above. periods required above

periods required above. Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of any material casualty to or accident involving the mortgaged Property, whether or not such casualty or loss is covered by insurance. Mortgagor further agrees to promptly notify Mortgagor's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the mortgaged Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgagor's behalf, should Mortgagor fail to do so promptly for any reason. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Mortgagor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more events of default exist under this Mortgage, Mortgagee will not settle or adjust any such claim without the prior approval of Mortgagor (which approval shall not be unreasonably withheld). Insurance Proceeds Mortgage shall have the right to directly receive the proceeds of all

prior approval of Mortgagor (which approval shall not be unreasonably withheld). **Insurance Proceeds.** Mortgagee shall have the right to directly receive the proceeds of all insurance protecting the mortgaged Property. In the event that Mortgagor should receive any such insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgagee's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (a) repairing or restoring the lost, damaged or destroyed Property; or (b) reducing the then outstanding balance of the Indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Mortgagee. Furthermore, unless otherwise confirmed by Mortgagee in writing, the application or release of any insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor. Mortgagor further agrees to furnish Mortgagee with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Mortgaged Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the mortgaged Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the mortgaged Property or any part or parts thereof. Mortgagor shall not permit the mortgaged Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance With Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules,



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(Continued)

regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the mortgaged Property and its use.

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the mortgaged Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the mortgaged Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the mortgaged Property.

the mortgaged Property. **Compliance With Environmental Laws.** Mortgagor hereby represents and warrants to Mortgagee and covenants that Mortgagor is now complying, and will continue to comply, with all environmental and environmental related laws, rules, regulations and orders applicable to the mortgaged Property and its use. Mortgagor shall further comply with and shall cause all occupants of the mortgaged Property to comply with all federal, state and local laws, rules regulations and orders with respect to the disposal of industrial refuge or waste, and/or the discharge, procession, treatment, removal, transportation, storage and handling of hazardous or toxic wastes and substances, and pay immediately when due the cost of removal of any such waste or substances from, and keep the mortgaged Property free of any lien imposed pursuant to any such laws, rules, regulations or orders. Mortgagor shall not install or permit the installation of friable asbestos or any substance containing asbestos, or any machinery, equipment or fixtures containing polychlorinated biphemyls (PCBs), in or on the mortgaged Property. With respect to any such material or materials currently present in or on the mortgaged Property. Mortgagor shall promptly comply with applicable federal, state or local laws, rules, regulations or orders regarding the safe removal thereof, at Mortgagor's sole expense. In the event Mortgagor fails to do any of the foregoing Mortgagee may declare this Mortgage to

In the event Mortgagor fails to do any of the foregoing, Mortgagee may declare this Mortgage to be in default. In addition, Mortgagor hereby grants Mortgagee and its employees and agents, an irrevocable and non-exclusive license to enter the mortgaged Property to conduct testing and to remove the hazardous waste and substances, and the cost of such testing and removal shall constitute an Additional Advance under, and shall be secured by this Mortgage.

No notice from any governmental body has ever been served upon Mortgagor or, to Mortgagor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any federal, state or local law, regulation or ordinance concerning the environmental state, condition, or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, clean–up, alterations, demolition, renovation or installation on, or in connection with, the Property. Upon receipt of any such notice, Mortgagor shall take any and all steps, and perform any and all actions necessary or appropriate to comply with the same, at Mortgagor's sole expense.

ERISA. Mortgagor represents and warrants to Lender that the granting of this Mortgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the Employee Retirement Income Security Act of 1974 ("ERISA").

Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or alter any building(s) or other improvements to or upon the mortgaged Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the mortgaged Property. Mortgagee may condition its consent to permit Mortgagor's agreement to replace the same with new improvements and/or fixtures of at least equal value then satisfactory to Mortgagee.

Abandonment of Mortgaged Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the mortgaged Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the mortgaged Property and the sidewalks and curbs adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the mortgaged Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage.

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of its obligations under any prior Encumbrances affecting the mortgaged Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgagee in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the mortgaged Property, or any part or parts thereof, with possible preference and priority over the lien of this Mortgage.

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgage, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future MORTGAGE





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Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the mortgaged Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the mortgaged Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the mortgaged Property as Mortgagee may deem to be necessary and proper within its sole discretion.

Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the mortgaged Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Mortgagee to make any such Additional Advances, or to take any of the above actions on Mortgagor's behalf, or as making Mortgagee in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Mortgagee's election not to advance any such additional Advances and/or to take any above actions on Mortgager's election to make Additional Advances and/or to take any above action or actions on Mortgagor's behalf, shall not constitute a waiver or forbearance by Mortgagee of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the Note rate from the date of each such Advance until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage up to a maximum of two (2) times the face amount of the aforesaid Note.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of any and all present and future Indebtedness in favor of Mortgagee as may be outstanding from time to time, at any one or more times, and all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein up to a maximum principal amount outstanding at any one or more times, from time to time, not to exceed U.S. \$50,000,000.00, together with interest, costs, expenses, attorneys' fees and other fees and charges, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the mortgaged Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (a) utility service regarding the mortgaged Property, (b) cleaning, maintenance, repair, or similar services regarding the mortgaged Property, (c) refuse removal or sewer service regarding the mortgaged Property, (d) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the mortgaged Property, and/or (e) parking or similar services or rights regarding the mortgaged Property.

Options. Any and all present and future options to sell or to lease the mortgaged Property, or any interests therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the mortgaged Property, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof.

REPRESENTATIONS AND WARRANTIES CONCERNING RIGHTS. Mortgagor represents and

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warrants that: (a) Mortgagor is and/or will be the lawful owner of all of the Rights; (b) Mortgagor has the right to collaterally assign and pledge all such Rights to Mortgagee; (c) Mortgagor has not granted any previous security interests and has not otherwise encumbered any of Mortgagor's Rights; (d) to the extent applicable, all of Mortgagor's Rights that consist of or give rise to obligations of third parties, represent and/or will at all times continue to represent bona fide obligations of the obligors thereunder, free of any offset, compensation, deduction or counterclaim. The collateral assignment and pledge of Mortgagor's Rights are further binding upon Mortgagor, as well as Mortgagor's heirs, successors, representatives and assigns, and are legally enforceable in accordance with the foregoing terms and conditions.

ADDITIONAL OBLIGATIONS OF MORTGAGOR WITH REGARD TO COLLATERALLY ASSIGNED AND PLEDGED RIGHTS. Mortgagor additionally agrees:

No Sale or Assignment of Rights. So long as this Mortgage remains in effect, Mortgagor will not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, or create or permit to exist any Encumbrance in or against any of Mortgagor's Rights, in favor of any person other than Mortgagee.

No Settlement or Compromise. Mortgagor shall not, without the prior written consent of Mortgagee, compromise, settle, adjust or extend payment under or with regard to any of Mortgagor's Rights subject hereto.

Books and Records. Mortgagor will keep proper books and records with regard to Mortgagor's business activities and the Rights, in accordance with generally accepted accounting principles, applied on a consistent basis throughout, which books and records shall at all reasonable times be open to inspection and copying by Mortgagee or its designated agents. Mortgagee shall also have the right to inspect Mortgagor's books and records, and to discuss Mortgagor's affairs and finances with Mortgagor's officers and representatives, at such reasonable times as Mortgagee may designate.

Notice to Obligors. Upon request by Mortgagee, Mortgagor will immediately notify individual obligors and debtors under Mortgagor's Rights, advising such obligors and debtors of the fact that their respective agreements and/or obligations have been collaterally assigned and pledged to Mortgagee. In the event that Mortgagor should fail to provide such notices for any reason upon request by Mortgagee, Mortgagee's name or the name of Mortgagor. Mortgagee or Mortgagee's agents may periodically contact individual obligors and debtors to verify the amounts then owing under such obligons, to determine whether such obligors and debtors have any offsets or counterclaims against Mortgagor, and to inquire about such other matters as Mortgagee may deem necessary or desirable.

Protection of Rights. Mortgagor will at all times protect and preserve all of Mortgagor's Rights.

Notice of Change of Names. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's name, including any change to the assumed business names of Mortgagor. Mortgagor will also promptly notify Mortgagee of any change in Mortgagor's social security number or employer identification number. Mortgagor further agrees to notify Mortgagee in writing prior to any change in address or location of Mortgagor's principal governance office.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Mortgage:

Default under the Indebtedness. Should Mortgagor default in the payment of principal or interest under any of the Indebtedness.

Default under this Mortgage. Should Mortgagor violate, or fail to comply fully with any of the terms and conditions of, or default under this Mortgage.

Default Under Other Agreements. Should any event of default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

Other Defaults in Favor of Lender. Should Mortgagor or any Guarantor default under any other loan, extension of credit, security agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Mortgagor or any Guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property, or Mortgagor's or any Guarantor's ability to perform their respective obligations under this Mortgage, or any Related Document, or pertaining to the Indebtedness.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Should proceedings for the dissolution or appointment of a liquidator of Mortgagor or any Guarantor be commenced.

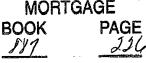
Failure to Pay Additional Advances. Should Mortgagor fail to pay any Additional Advance, together with interest thereon, as provided in this Mortgage, upon demand by Lender.

False Statements. Should any representation or warranty of Mortgagor or any Guarantor made in connection with the Indebtedness prove to be incorrect or misleading in any respect.

Insecurity. Should Lender deem itself to be insecure with regard to repayment of the indebtedness.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Events of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall have the additional right, again at its sole option, to declare the aforesaid Note to be immediately due and payable, in principal, interest, costs and attorney's fees. Mortgagee shall



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then have the right to commence appropriate foreclosure proceedings against the mortgaged Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Mortgaged Property. In the wort that Mortgage elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the mortgaged Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

default, all of which are expressly waived. **Confession of Judgment.** For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, up to the full amount of the Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon, up to a maximum of two (2) times the face amount of the aforesaid Note. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

Keeper. Should any or all of the mortgaged Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgager, by executory process, sequestration, attachment, shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as keeper of the mortgaged Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided herein.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9–508, where applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Events of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisement, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9–101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the mortgaged Property, or any part or parts thereof, in lieu of payment of the indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and election.

Specific Performance. Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

Cumulative Remedies. Mortgagee's remedies as provided herein shall be cumulative in nature and nothing under this Mortgage shall be construed as to limit or restrict the options and remedies available to Mortgagee following any Event of Default, or to in any way limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any guarantor, surety or endorser of the Indebtedness, or to proceed against other collateral directly or indirectly securing any such Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Events of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor's nucconditionally agrees to deliver to Mortgagee, immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

With regard to Morgagor's Rights and any and all proceeds anoror payments applicable thereto. Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the obligors therefor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness, without affecting the liability of Mortgagor under this Mortgage or under the indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagor or Mortgagee. **PROTECTION OF MORTGAGEE'S SECUBITY BIGHTS** Mortgagor will be fully responsible for any

PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the mortgaged Property and/or Mortgagor's Rights collaterally assigned and pledged

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hereunder. Mortgagor agrees to appear in and to defend all actions or proceedings purporting to affect Mortgage's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgage, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgage or if any action or proceeding is commenced naming Mortgage, then Mortgagee may, without releasing Mortgagor from any of its obligations under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalf as provided herein. Should the reappraisal of the mortgaged property occur, whether to comply with appropriate regulatory requirements or otherwise, Mortgage and ragrees to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGEE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENTS. Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee. Mortgagor further agrees to execute whatever acknowledgments, and to furnish Mortgagee with such other security, as Mortgagee may require prior to the date on which repayment under the aforesaid pledged Note may be or become barred by any applicable statute of limitations or prescriptive period.

INSPECTION; AUDITS. Mortgagee and its agents may periodically enter upon Mortgagor's premises at reasonable hours and inspect the mortgaged Property. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the mortgaged Property, the foregoing Rights and any part or parts thereof.

APPLICATION OF PAYMENTS. Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the Indebtedness or under this Mortgage, shall be applied: first, to reimburse Mortgagees for its costs of collecting the same (including but not limited to, reimbursement of Mortgagee's reasonable attorney's fees); second, to the repayment of interest on all Additional Advances that Mortgagee may have made on Mortgagor's behalf pursuant to this Mortgage; third, to the payment of principal of all such Additional Advances; and finally, to the payment of principal additional interest on the Indebtedness then outstanding, which may be applied in such order and priority as Mortgagee may determine within its sole discretion.

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed upon Mortgagee as a result of this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Waivers. In granting this Mortgage, Mortgagor waives any homestead and other exemptions from seizure with regard to the mortgaged Property to which Mortgagor may be entitled under the laws of the State of Louisiana.

of the State of Louisiana. Effect of Waivers. Any failure or delay on the part of the Mortgage to exercise any of the rights and remedies granted under this Mortgage, or under Mortgagor's pledge agreement or agreements, or under Mortgagor's pledged Note, or under any other agreement or agreements by and between Mortgagor and Mortgagee, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall not waive, affect, or diminish the rights of Mortgagee to thereatter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgage, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance as to any other or subsequent default. Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements

Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements under this Mortgage shall be binding upon Mortgagor's successors, heirs, legatees, devisees, administrators, executors and assigns. In the event that there is more than one Mortgagor under this Mortgage, all of the agreements and obligations made and/or incurred by Mortgagors under this Mortgage shall be on a "solidary" or "joint and several" basis. Mortgagors further agree that any Mortgagor acting alone and/or with others may request and obtain loan advances and other extensions of credit secured by the pledge of the agreement and concurrence of all of the Mortgagors.

Caption Headings. Caption headings of the sections of this Mortgage are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Mortgage, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Louisiana.

Severability. If any provision of this Mortgage is held to be invalid, illegal or unenforceable by



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Loan No 5321881

MORTGAGE (Continued)

any court, that provision shall be deleted from this Mortgage and the balance of this Mortgage shall be interpreted as if the deleted provision never existed. Sole Discretion of Mortgagee. Whenever Mortgagee's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Mortgagee, and Mortgagee's decision shall be final and conclusive. **WAIVER OF CERTIFICATES.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith. **POSSESSION OF PLEDGED NOTE.** The parties to this Mortgage hereby agree that Mortgagor's possession of the aforesaid Note, at any time and for any reason, shall not have any effect upon the continued validity and/or enforceability of this Mortgage, and that Mortgagor may pledge and repledge the aforesaid Note, from time to time, one or more times, within Mortgagor's sole election and discretion, whether to Mortgage or to any subsequent holder or holders of the aforesaid Note. INTERVENTION. AND NOW, INTO THIS MORTGAGE INTERV (AFRICOTTE P. AFRIDIA - a resident of <u>This Afflor</u>-Parish/Ceunty, <u>Arr</u> who accepts this Mortgage on behalf of Lender and any future holder(s) of the Note. INTERVENES THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole. WITNESSES **MORTGAGOR:** Jamestøwn, Inc. W Robert A. Maurin, III, President BEHALF INTERVENOR ON OF MORTGAGEE

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.29 (C) Concentrex 2000 and National Compliance, Inc. All rights reserved. [LA-G08 MAURINS.LN]

NØTARY PUBLIC

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY MORTGAGED

A certain tract or parcel of land situated in Section 21, T6S, R7E, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point 46 feet north of the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 21, T6S, R7E; thence North 132 feet: thence East 330 feet to a point on a Gravel Road (Gahn Lane); thence South along Gahn Lane a distance of 264 feet; thence West 330 feet; thence North 132 feet back to the Point of Beginning.

MOB 887 Az 229

Tangipahoa Parish Recording Page

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Received From :	
HANCOCK BANK	ί

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First MORTGAGOR

JAMESTOWN INC

First MORTGAGEE

HANCOCK BANK OF LOUISIANA

Index Type : Mortgages

Type of Document : Reinscribe - Mortgage Book

Recording Pages : 3

File Number : 824321

Book: 1913

Page : 492

Recorded Information

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

On (Recorded Date) : 02/17/2010

At (Recorded Time) : 10:33:21:000 AM



Doc ID - 009783060003



Return To :

Do not Detach this Recording Page from Original Document



Page 2 of 3 Page 2 of 3

Page 1

2/8/10

Hancock Bank Mortgage Reinscription Request Form

NAME OF MORTGAGOR (S) JAMESTOWN INC

LOAN NUMBER <u>541562600100</u> <u>TANGIPAHOA PARISH</u>

ORIGINAL RECORDATON DATA:

MOB <u>887</u> PAGE <u>221</u> ENTRY BNDL

FOLIO INST <u>561970</u> ORIG REG

DATE OF PRIOR DOCUMENT MAY 1, 2000

RECORDATION DATA PRIOR REINSCRIPTION:

MOB INST PAGE

BNDL

ENTRY FOLIO ORIG

Date of Prior Reinscription:

******Legal Description of referenced property is attached to request form ******

1 erry

(Authorizing Signature)

. .

Please return to the following address: Hancock Bank Loan Operations Attn: LENDING SERVICES P.O. Box 591 Baton Rouge, LA 70821 Please send all tax notices to: Hancock Bank of Louisiana Attn: Lending Services P.O. Box 591 Baton Rouge, LA 70821

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY MORTGAGED

Page 3 of 3 Page 3 of 3

A certain tract or parcel of land situated in Section 21, T6S, R7E, Tangipahoa Parish, Louisiana, more particularly described as follows.

Commencing at a point 46 feet north of the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 21, T6S, R7E, thence North 132 feet: thence East 330 feet to a point on a Gravel Road (Gahn Lane); thence South along Gahn Lane a distance of 264 feet; thence West 330 feet, thence North 132 feet back to the Point of Beginning.

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Book: 1913 Page: 492 File Number: 824321 Seq: 3

of 3 of 3		
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		Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146
106 SOL	From : DLIA STREET TITLE LLC JTH MAGNOLIA STREE DND, LA 70403	
First MOR	RTGAGOR	
JAMESTO	WN INC	
Firet MOR	RTGAGEE	
	K BANK OF LOUISIANA	\
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Index Typ	e: Mortgages	File Number : 755001
	ocument : Cancellation g Pages : 3	Book : 1632 Page : 398
<u> </u>		Recorded Information
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On (Rec	corded Date) : 06/22/200	17
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CHIEF DEPUTY ALISON CARONA			EAX (985) 748-65
CHIEF FINANCIAL OFFICER		by OLERK OF O	JUNI WWW.TANGICLERK.C
		ED FINANCIAL INSTITUT 0 La. R.S. 44:109 A)	ION
State of Louisiana			
Parish/County of Tangipahoa			
BE IT KNOWN, that or BEFORE ME, the unde	n this day of _une day of _une	, 2 <u>007;</u> and qualified in and for the a	bove named Parish/County and State, and
the presence of the undersigned	witnesses, personally came and app	eared:	. 44:109 ©), represented herein by
Kirk Boe', Title	, a nonnord innanou in a second se	duly authorized representative,	who after being first sworn declared:
The above named licent (Please check the appr	sed financial institution is a:		
(D) a person licensed or regulate	d by the Louisiana Office of Finan	cial Institutions or	
bank Credit union other person conducting such	Image: Display the second s		
licensed or regulated by:			
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official records of Tangipahoa P	arísh, Louisiana.		_, Instrument Number 586743 of th
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A mortgage or privilege Central Progressive Bank, Hammond, LA	e granted by Jamestown, Inc.		in favor of bearer, at
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	-	Title:	120 S. Oak Street, Harrimond, LA 70403
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Printed Name:	MARY E. LA		
ID or Bar Roll Number: Commission Expires:	NOTARY PL NOTARY #	10332	
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		Book 16	32 Page: 398 File Number: 7550

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	Y STANGA		Amite (985) 748-
HIEF I	DEPUTY DN CARONA FINANCIAL OFFICER		Fax (985) 748- Fax (985) 748- WWW.TANGICLERK
		<u>RI</u>	EQUEST TO CANCEL
	accordance with the provisions irected to cancel the recordation		i6, the Recorder of Mortgages for Tangipahoa Parish Louisiana is hereby requ
i		-	
	Mortgage granted by <u>Jamestov</u> In favor of <u>Central Progressive Bank</u>	Hammond, LA	
	In the sum of \$100,000.00	falls on	, dated
⊐	Judgment in favor of	, 10110	_, dated, Instrument Number 551970
	Against		
	In the sum of Recorded in MOB	, folio	_, dated, Instrument Number
J۵	Other		_, dated, Instrument Number
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Book: 1632 Page: 398 File Number: 755001 Seq: 3

COLLATERAL MORTGAGE

Borrower:

Page 1 of 11 Page 1 of 11

<u>JAMESTOWN</u> INC. (TIN: 19354 HWY 190 HAMMOND, LA 70401

COLLATERAL MORTGAGE BY: JAMESTOWN INC.

IN FAVOR OF:

PEOPLES BANK OF LOUISIANA And Any Future Holder or Holders

PEOPLES BANK OF LOUISIANA Lender: TIN: P. O. BOX 669 201 WEST OAK ST AMITE, LA 70422

UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH TANGIPAHOA

lise DY. CLERK OF COURT

BE IT KNOWN, that on the 28th day of February, 2000;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

ROBERT A MAURIN SSN: TANGIPAHOA, of the full age of majority, domiciled and residing in the Parish of TANGIPAHOA, State of Louisiana, whose mailing address is 19354 HWY 190, HAMMOND, LA 70401, who declared that he is not now and never has been married;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Additional Advances. The words "Additional Advances" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

Encumbrances. The word "Encumbrances" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges, encumbrances, and other contractual and/or statutory security interests and rights of every nature and kind that, now and/or in the future, may affect the mortgaged Property or any part or parts thereof.

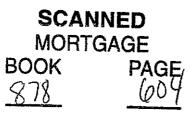
Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the Events of Default set forth below in the section titled "Events of Event of Default. Default.

Guarantor. The word "Guarantor" means and includes individually, collectively, interchangeably and without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. Indebtedness.
 Indebtedness. The word "Indebtedness" means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit obtained and/or to the other extensions of credit, including without limitation, Mortgagor's promissory note dated February 28, 2000, in the principal amount of U.S. \$289,230.00, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgager, as well as Mortgage's successors or assigns, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether now existing or hereafter arising, or otherwise secured or unsecured, whether now existing or hereafter arising, or otherwise secured or unsecured, whether mow existing or hereafter arising, or otherwise secured or insecured, whether Mortgagor is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any be or become otherwise unenforceable or voidable for any reason whatsoever.

Lender. The word "Lender" means PEOPLES BANK OF LOUISIANA (TIN: successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage as this Mortgage may be amended,



Instr# 558242 Filed Tangipahoa Parish Date: 03/01/00 Time: 2:23 PM Conv Book _____ Folio _____ Mtg Book ____ Folic _ Book: 878 Page: 604 File Number: 558242 Seq: 1

supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means PEOPLES BANK OF LOUISIANA (TIN: its successors and assigns, and any future holder or holders of Mortgagor's Collateral Mortgage Note or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably the above referenced Borrower(s), as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means Mortgagor's Collateral Mortgage Note described below.

Property. The word "Property" means individually, collectively and interchangeably any and all of Mortgagor's present and future property subject to this Mortgage.

Related Documents. The words "Related Documents" mean and include individually, collectively, interchangeably and without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means individually, collectively and interchangeably any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

COLLATERAL MORTGAGE NOTE. Desiring to secure the prompt and punctual payment and satisfaction of any and all present and future Indebtedness in favor of Mortgagee, as defined above, Mortgagor executed a certain Collateral Mortgage Note dated February 28, 2000, in the principal amount of U.S. \$1,000,000.00, payable to the order of BEARER, on demand, at the offices of Mortgagee, which Note stipulates to bear interest at the rate of 18.000 percent per annum from date until paid and is paraphed "Ne Varietur" for identification with this Mortgage by the Notary Public before whom this Mortgage is passed, a copy of which Note is attached hereto as an exhibit and is expressly made a part hereof by reference.

PLEDGE OF COLLATERAL MORTGAGE NOTE TO SECURE INDEBTEDNESS. The aforesaid Note, after having been paraphed "Ne Varietur" for identification with this Mortgage by the Notary before whom this Mortgage was passed, was delivered to Mortgagor, who hereby acknowledges receipt thereof. Mortgage under this Mortgage for the purpose of securing any and all present and future indebtedness that Mortgagor may obtain or incur, from time to time, one or more times, from Mortgage and any subsequent holder or holders of said Note as heretofore stated.

GRANTING OF MORTGAGE TO SECURE PLEDGED NOTE. And now, in order to secure the prompt and punctual payment and satisfaction of the aforesaid Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property.

The immovable (real) property specifically described as follows:

SEE EXHIBIT "A"(62.20) ACRES OFF HWY 190 NEAR THE AIRPORT)

together with any and all present and future building(s), constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged Property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged Property in accordance with the Louisiana Civil Code.

MORTGAGE SECURING FUTURE INDEBTEDNESS. The aforesaid Note and this Mortgage have been executed by Mortgagor for the purpose of securing Mortgagor's Indebtedness that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Indebtedness may be requested or extended.

DURATION OF MORTGAGE. Mortgagor agrees that Mortgagor's Property is to remain mortgaged to Mortgagee until Mortgagor's pledged Note is returned to Mortgagor by Mortgagee marked "PAID" or "CANCELLED, or until Mortgagor marks the Note "PAID" or "CANCELLED" after it is returned to Mortgagor.

PROHIBITIONS REGARDING MORTGAGED PROPERTY. So long as this Mortgage remains in effect, Mortgagor agrees not to, without Mortgagee's prior written consent: (a) sell, assign, transfer, convey, option, mortgage, or lease the mortgaged Property; (b) permit any Encumbrance to be placed on or to attach to the mortgaged Property; or (c) do anything or permit anything to be done that may in any way impair Mortgagee's security interests and rights in and to the mortgaged Property.

REPRESENTATIONS AND WARRANTIES CONCERNING THE MORTGAGED PROPERTY. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (a) Mortgagor is and will continue to be the lawful owner of the mortgaged Property; (b) Mortgagor has the right to mortgage the Property to Mortgagee; (c) as of the time this Mortgage is recorded, there are no Encumbrances affecting the mortgaged Property; (d) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity; and (e) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage is cancelled in the manner provided above.

INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage.

Required Insurance. So long as this Mortgage remains in effect, Mortgagor shall, at its sole cost, keep and/or cause others, at their expense, to keep the mortgaged Property constantly insured against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (including flood insurance, where applicable) as may be be required by

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Mortgagee. Such insurance shall be in an amount not less than the full replacement value of the mortgaged Property, or such other amount or amounts as Mortgagee may require or approve in writing. Mortgagor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgagor and Mortgagee as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the mortgaged Property, and further containing a broad form contractual liability endorsement covering Mortgagor's obligations to indemnify Mortgagee as provided hereunder. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

loan. Insurance Companies and Policies. Mortgagor may purchase such insurance from any insurance company or broker that is acceptable to Mortgagee, provided that such approval may not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgagee, and must additionally contain a lender's loss payee endorsement in favor of Mortgagee, providing in part that (a) all proceeds and returned premiums under such policies of insurance will be paid directly to Mortgagee, and (b) no act or omission on the part of Mortgagor, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies, shall affect the obligations of the insurer to pay the full amount of any loss to Mortgagee. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least thirty (30) days' prior written notice to Mortgagee of such intended cancellation or alteration. Mortgagor agrees to provide Mortgagee, with originals or certified copies of such policies of insurance. Mortgagor turther agrees to promptly furnish Mortgagee with copies of all renewal notices and, if requested by Mortgagee, with copies of all renewal or replacement policies of insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of the same to Mortgagee within the time periods required above. Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of

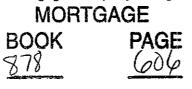
periods required above. Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of any material casuality to or accident involving the mortgaged Property, whether or not such casuality or loss is covered by insurance. Mortgagor further agrees to promptly notify Mortgagor's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the mortgaged Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgagee may submit such a claim and proof of claim to the insurance company on Mortgagor's behalf, should Mortgagor fail to do so promptly for any reason. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Mortgagor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more events of default exist under this Mortgage, Mortgagee will not settle or adjust any such claim without the prior approval of Mortgagor (which approval shall not be unreasonably withheld). Insurance Proceeds. Mortgagee shall have the right to directly receive the proceeds of all

prior approval of Mortgagor (which approval shall not be unreasonably withheld). Insurance Proceeds. Mortgagee shall have the right to directly receive the proceeds of all insurance protecting the mortgaged Property. In the event that Mortgagor should receive any such insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgagee's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (a) repairing or restoring the lost, damaged or destroyed Property; or (b) reducing the then outstanding balance of the Indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Mortgagee. Furthermore, unless otherwise confirmed by Mortgagee in writing, the application of vortgage. Insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

of Default under this Mortgage. Insurance Escrow Payments. Mortgagor agrees, at Mortgagee's request, to pay Mortgagee, on or before the first day of each calendar month, or at such other intervals as may be designated by Mortgagee, one-twelfth (or such other fractional amounts as Mortgagee may require) of the amount or amounts estimated by Mortgagee, within its sole discretion, to be sufficient to pay insurance premiums on the mortgaged Property on an annual basis as the same may become due and payable. Mortgagor further agrees to pay Mortgagee, from time to time, upon demand therefor, sufficient additional amounts, as estimated by Mortgagee in its sole discretion, to make up any deficiencies in the amount of insurance premiums next coming due. All such funds shall be held by Mortgagee in escrow, without interest, as part of Mortgagee's collateral security under this Mortgage, with Mortgagor hereby granting Mortgagee a continuing security interest in such funds to secure the Indebtedness as provided herein. Such escrow amounts may be commingled with the general funds of Mortgagee. Mortgagee shall have the right, but not the obligation, to apply all or any part of such insurance escrow amounts to satisfy Mortgagor's insurance premiums as they become due and payable. Mortgagor shall furnish Mortgagee with bills in sufficient time to pay such insurance premiums before any penalty attaches and before the policy or policies may lapse. Notwithstanding the foregoing, Mortgagee shall not be responsible to Mortgagor or to any other person for the payment of such insurance premiums, and Mortgagee shall not be liable for any failure to do so. XES AND LIENS. The following provisions relating to the taxes and liens on the Property are a

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor. Mortgagor further agrees to



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furnish Mortgagee with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner.

charges have been paid in full and in a timely manner. Tax Escrow Payments. Mortgagor, at Mortgagee's request, shall pay to Mortgagee, on or before the first day of each calendar month, or at such other intervals as may be designated by Mortgagee, one-twelfth (or such other fractional amounts as Mortgagee may require) of the amount or amounts estimated by Mortgagee, within its sole discretion, to be sufficient to pay taxes, assessments, and governmental and other charges on the mortgaged Property on an annual basis as the same may become due and payable. Mortgagor further agrees to pay Mortgagee, from time to time, upon demand therefor, sufficient additional amounts, as estimated by Mortgagee in its sole discretion, to make up any deficiencies in the amount of taxes, assessments, and governmental and other charges next coming due. All such funds shall be held by Mortgagee in escrow, without interest, as part of Mortgagee's collateral security under this Mortgage, with Mortgagor hereby granting Mortgagee a continuing security interest in such funds to secure the Indebtedness as provided herein. Such escrow amounts may be commingled with the general funds of Mortgagee. Mortgagee shall have the right, but not the obligation, to apply all or any part of such escrow amounts to satisfy Mortgagor's taxes, assessments, and governmental and other charges as they become due and payable. Mortgagor shall furnish Mortgagee with bills in sufficient time to pay such taxes and other charges before any penalty attaches. Notwithstanding the foregoing, Mortgagee shall not be responsible to Mortgagor or to any other person for the payment of such taxes, assessments, and governmental and other charges, and Mortgagee shall not be liable for any failure to do so. SSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Mortgaged Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the mortgaged Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the mortgaged Property or any part or parts thereof. Mortgagor shall not permit the mortgaged Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance With Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the mortgaged Property and its use.

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the mortgaged Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the mortgaged Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the mortgaged Property.

the mortgaged Property. Compliance With Environmental Laws. Mortgagor hereby represents and warrants to Mortgagee and covenants that Mortgagor is now complying, and will continue to comply, with all environmental and environmental related laws, rules, regulations and orders applicable to the mortgaged Property and its use. Mortgagor shall further comply with and shall cause all occupants of the mortgaged Property to comply with all federal, state and local laws, rules regulations and orders with respect to the disposal of industrial refuge or waste, and/or the discharge, procession, treatment, removal, transportation, storage and handling of hazardous or toxic wastes and substances, and pay immediately when due the cost of removal of any such waste or substances from, and keep the mortgaged Property free of any lien imposed pursuant to any such laws, rules, regulations or orders. Mortgagor shall not install or permit the installation of friable asbestos or any substance containing asbestos, or any machinery, equipment or fixtures containing polychlorinated biphemyls (PCBs), in or on the mortgaged Property. With respect to any such material or materials currently present in or on the mortgaged Property. Mortgagor shall promptly comply with applicable federal, state or local laws, rules, regulations or orders regarding the safe removal thereof, at Mortgagor's sole expense.

In the event Mortgagor fails to do any of the foregoing, Mortgagee may declare this Mortgage to be in default. In addition, Mortgagor hereby grants Mortgagee and its employees and agents, an irrevocable and non-exclusive license to enter the mortgaged Property to conduct testing and to remove the hazardous waste and substances, and the cost of such testing and removal shall constitute an Additional Advance under, and shall be secured by this Mortgage.

No notice from any governmental body has ever been served upon Mortgagor or, to Mortgagor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any federal, state or local law, regulation or ordinance concerning the environmental state, condition, or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, clean-up, alterations, demolition, renovation or installation on, or in connection with, the Property. Upon receipt of any such notice, Mortgagor shall take any and all steps, and perform any and all actions necessary or appropriate to comply with the same, at Mortgagor's sole expense.

ERISA. Mortgagor represents and warrants to Lender that the granting of this Mortgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the Employee Retirement Income Security Act of 1974 ("ERISA").

Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or alter any building(s) or other improvements to or upon the mortgaged Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the mortgaged Property. Mortgagee may condition its consent to permit Mortgagor to demolish or to remove such improvements, fixtures and/or other property upon Mortgagor's agreement to replace the same with new improvements and/or fixtures of at



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least equal value then satisfactory to Mortgagee.

Abandonment of Mortgaged Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the mortgaged Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the mortgaged Property and the sidewalks and curbs adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the mortgaged Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage.

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of its obligations under any prior Encumbrances affecting the mortgaged Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgagee in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly or parts thereof, with possible preference and priority over the lien of this Mortgage. Future Encumbrances. Mortgagor shall not without the prior written consent of Mortgage.

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the mortgaged Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the mortgaged Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the mortgaged Property as Mortgagee may deem to be necessary and proper within its sole discretion.

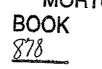
Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the mortgaged Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Mortgagee to make any such Additional Advances, or to take any of the above actions on Mortgagor's behalf, or as making Mortgagee in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Mortgagee's election not to advance any such additional sums or to take any such action or actions. In addition, Mortgagee's election to make Additional Advances and/or to take any above action or actions on Mortgager's behalf, shall not constitute a waiver or forbearance by Mortgagee of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the Note rate from the date of each such Advance until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage up to a maximum of two (2) times the face amount of the aforesaid Note.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of any and all present and future indebtedness in favor of Mortgagee as may be outstanding from time to time, at any one or MORTGAGE





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more times, and all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein up to a maximum principal amount outstanding at any one or more times, from time to time, not to exceed U.S. \$50,000,000.00, together with interest, costs, expenses, attorneys' fees and other fees and charges, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the mortgaged Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (a) utility service regarding the mortgaged Property, (b) cleaning, maintenance, repair, or similar services regarding the mortgaged Property, (c) refuse removal or sewer service regarding the mortgaged Property, (d) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the mortgaged Property, and/or (e) parking or similar services or rights regarding the mortgaged Property.

Options. Any and all present and future options to sell or to lease the mortgaged Property, or any interests therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the mortgaged Property, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof.

REPRESENTATIONS AND WARRANTIES CONCERNING RIGHTS. Mortgagor represents and warrants that: (a) Mortgagor is and/or will be the lawful owner of all of the Rights; (b) Mortgagor has the right to collaterally assign and piedge all such Rights to Mortgagee; (c) Mortgagor's Rights; (d) to the extent applicable, all of Mortgagor's Rights that consist of or give rise to obligations of third parties, represent and/or will at all times continue to represent bona fide obligations of the obligors thereunder, free of any offset, compensation, deduction or counterclaim. The collateral assignment and piedge of Mortgagor's Rights are further binding upon Mortgagor, as well as Mortgagor's heirs, successors, representatives and assigns, and are legally enforceable in accordance with the foregoing terms and conditions.

ADDITIONAL OBLIGATIONS OF MORTGAGOR WITH REGARD TO COLLATERALLY ASSIGNED AND PLEDGED RIGHTS. Mortgagor additionally agrees:

No Sale or Assignment of Rights. So long as this Mortgage remains in effect, Mortgagor will not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, or create or permit to exist any Encumbrance in or against any of Mortgagor's Rights, in favor of any person other than Mortgagee.

No Settlement or Compromise. Mortgagor shall not, without the prior written consent of Mortgagee, compromise, settle, adjust or extend payment under or with regard to any of Mortgagor's Rights subject hereto.

Books and Records. Mortgagor will keep proper books and records with regard to Mortgagor's business activities and the Rights, in accordance with generally accepted accounting principles, applied on a consistent basis throughout, which books and records shall at all reasonable times be open to inspection and copying by Mortgagee or its designated agents. Mortgagee shall also have the right to inspect Mortgagor's books and records, and to discuss Mortgagor's affairs and finances with Mortgagor's officers and representatives, at such reasonable times as Mortgagee may designate.

Notice to Obligors. Upon request by Mortgagee, Mortgagor will immediately notify individual obligors and debtors under Mortgagor's Rights, advising such obligors and debtors of the fact that their respective agreements and/or obligations have been collaterally assigned and pledged to Mortgagee. In the event that Mortgagor should fail to provide such notices for any reason upon request by Mortgagee, Mortgagor agrees that Mortgagee may forward appropriate notices to such obligors and debtors, either in Mortgagee's name or the name of Mortgagor. Mortgagee or Mortgagee's agents may periodically contact individual obligors and debtors to verify the amounts then owing under such obligations, to determine whether such obligors and debtors have any offsets or counterclaims against Mortgagor, and to inquire about such other matters as Mortgagee may deem necessary or desirable.

Protection of Rights. Mortgagor will at all times protect and preserve all of Mortgagor's Rights. Notice of Change of Names. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's name, including any change to the assumed business names of Mortgagor. Mortgagor will also promptly notify Mortgagee of any change in Mortgagor's social security number or employer identification number. Mortgagor further agrees to notify Mortgagee in writing prior to any change in address or location of Mortgagor's principal governance office.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Mortgage:

Default under the Indebtedness. Should Mortgagor default in the payment of principal or interest under any of the Indebtedness.

Default under this Mortgage. Should Mortgagor violate, or fail to comply fully with any of the terms and conditions of, or default under this Mortgage.

Default Under Other Agreements. Should any event of default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

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Other Defaults in Favor of Lender. Should Mortgagor or any Guarantor default under any other loan, extension of credit, security agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Mortgagor or any Guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property, or Mortgagor's or any Guarantor's ability to perform their respective obligations under this Mortgage, or any Related Document, or pertaining to the Indebtedness.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Should proceedings for the dissolution or appointment of a liquidator of Mortgagor or any Guarantor be commenced.

Failure to Pay Additional Advances. Should Mortgagor fail to pay any Additional Advance, together with interest thereon, as provided in this Mortgage, upon demand by Lender.

False Statements. Should any representation or warranty of Mortgagor or any Guarantor made in connection with the Indebtedness prove to be incorrect or misleading in any respect.

Insecurity. Should Lender deem itself to be insecure with regard to repayment of the Indebtedness.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Events of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall have the additional right, again at its sole option, to declare the aforesaid Note to be immediately due and payable, in principal, interest, costs and attorney's fees. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the mortgaged Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Mortgaged Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the mortgaged Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

default, all of which are expressly waived. Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, up to the full amount of the Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon, up to a maximum of two (2) times the face amount of the aforesaid Note. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

Keeper. Should any or all of the mortgaged Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgaged Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided herein.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Events of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisement, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the mortgaged Property, or any part or parts thereof, in lieu of payment of the Indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and



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election.

Specific Performance. Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

Cumulative Remedies. Mortgagee's remedies as provided herein shall be cumulative in nature and nothing under this Mortgage shall be construed as to limit or restrict the options and remedies available to Mortgagee following any Event of Default, or to in any way limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any guarantor, surety or endorser of the Indebtedness, or to proceed against other collateral directly or indirectly securing any such Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Events of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgagee, immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

With regard to Mortgagor's Hights and any and all proceeds and/or payments applicable thereto. Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the obligors therefor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagor or Mortgagee. PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any

hereby, either in the name of Mortgagor or Mortgagee. **PROTECTION OF MORTGAGEE'S SECURITY RIGHTS.** Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the mortgaged Property and/or Mortgagor's Rights collaterally assigned and pledged hereunder. Mortgagor agrees to appear in and to defend all actions or proceedings purporting to affect Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgagee believes to be necessary and proper within its sole under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalf as provided herein. Should the reappraisal of the mortgaged for the costs thereof.

INDEMNIFICATION OF MORTGAGEE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgagee hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENTS. Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee. Mortgagor further agrees to execute whatever acknowledgments, and to furnish Mortgagee with such other security, as Mortgagee may require prior to the date on which repayment under the aforesaid pledged Note may be or become barred by any applicable statute of limitations or prescriptive period.

INSPECTION; AUDITS. Mortgagee and its agents may periodically enter upon Mortgagor's premises at reasonable hours and inspect the mortgaged Property. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the mortgaged Property, the foregoing Rights and any part or parts thereof.

APPLICATION OF PAYMENTS. Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the Indebtedness or under this Mortgage, shall be applied: first, to reimburse Mortgagee for its costs of collecting the same (including but not limited to, reimbursement of Mortgagee's reasonable attorney's fees); second, to the repayment of interest on all Additional Advances that Mortgagee may have made on Mortgagor's behalf pursuant to this Mortgage; third, to the payment of principal of all such Additional Advances; and finally, to the payment of principal and interest on the Indebtedness then outstanding, which may be applied in such order and priority as Mortgagee may determine within its sole discretion.

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed upon Mortgagee as a result of this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Waivers. In granting this Mortgage, Mortgagor waives any homestead and other exemptions from seizure with regard to the mortgaged Property to which Mortgagor may be entitled under the laws of the State of Louisiana.

Effect of Waivers. Any failure or delay on the part of the Mortgagee to exercise any of the rights **MORTGAGE**

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and remedies granted under this Mortgage, or under Mortgagor's pledge agreement or agreements, or under Mortgagor's pledged Note, or under any other agreement or agreements by and between Mortgagor and Mortgagee, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall not waive, affect, or diminish the rights of Mortgagee to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgagee, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance as to any other or subsequent default. Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements

Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements under this Mortgage shall be binding upon Mortgagor's successors, heirs, legatees, devisees, administrators, executors and assigns. In the event that there is more than one Mortgagor under this Mortgage, all of the agreements and obligations made and/or incurred by Mortgagors under this Mortgage shall be on a "solidary" or "joint and several" basis. Mortgagors further agree that any Mortgagor acting alone and/or with others may request and obtain loan advances and other extensions of credit secured by the pledge of the aforesaid Note, and thereby indirectly secured by this Mortgage, without the further agreement and concurrence of all of the Mortgagors.

Caption Headings. Caption headings of the sections of this Mortgage are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Mortgage, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Louisiana.

Severability. If any provision of this Mortgage is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Mortgage and the balance of this Mortgage shall be interpreted as if the deleted provision never existed.

Sole Discretion of Mortgagee. Whenever Mortgagee's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Mortgagee, and Mortgagee's decision shall be final and conclusive.

WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

POSSESSION OF PLEDGED NOTE. The parties to this Mortgage hereby agree that Mortgagor's possession of the aforesaid Note, at any time and for any reason, shall not have any effect upon the continued validity and/or enforceability of this Mortgage, and that Mortgagor may pledge and repledge the aforesaid Note, from time to time, one or more times, within Mortgagor's sole election and discretion, whether to Mortgagee or to any subsequent holder or holders of the aforesaid Note.

INTERVENTION. AND NOW, INTO THIS MORTGAGE INTERVENES JARROD P GOUDEAU, a resident of TANGIPAHOA Parish, LA, who accepts this Mortgage on behalf of Lender and any future holder(s) of the Note.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES:

MORTGAGOR: JAMESTOWN INC.

A.W , U ROBERT A MAURIN, PRESIDENT frett

INTERVENOR ON BEHALF OF MORTGAGEE:	
Hern HEND P GOUDEAU	

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.27a (c) 2000 CFI ProServices, Inc. and National Compliance, Inc. All rights reserved. [LA-G08 E3.27 F3.27 P3.27 MAURIN2.LN]



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EXHIBIT "A"

All of the property situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, belonging to Rita Chriss Gahn and the Estate of James William Gahn, as described in the Judgment of Possession recorded at COB 699, page 220, Tangipahoa Parish, Louisiana, a portion of which said property was acquired by James William Gahn and Rita Chriss Gahn by Judgment of Possession in the Succession of Estha G. Rome, recorded at COB 730, page 216, Tangipahoa Parish, Louisiana, less and except the sale to the City of Hammond recorded at COB 739, page 479, 486 and 492, Tangipahoa Parish, Louisiana. Said property is more particularly described by survey of Robert G. Barrilleaux and Associates, Inc., Reg. Land Surveyors, dated February, 2000, as follows:

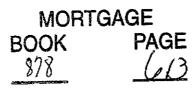
Commencing at a point which is 1332.80 feet South 89 deg. 41 min. 25 sec. West of the Southeast Corner of Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, La., thence South 89 deg. 41 min. 25 sec. West 1325.27 feet; thence North 568.82 feet; thence North 16 deg. 54 min. 21 sec. West 458.95 feet; thence North 15 deg. 49 min. 17 sec. West 303.90 feet; thence North 15 deg. 55 min. 59 sec. West 204.32 feet; thence North 16 deg. 00 min. 11 sec. West 192.31 feet; thence North 18 deg. 26 min. 56 sec. West 239.18 feet; thence North 08 deg. 22 min. 0 9 sec. West 61.28 feet; thence South 83 deg. 58 min. 13 sec. East 412.31 feet; thence South 06 deg. 32 min. 58 sec. East 54.10 feet; thence North 84 deg. 53 min. 50 sec. West 62.75 feet; thence South 49 deg. 09 min. 40 sec. East 204.28 feet; thence North 44 deg. 02 min. 24 sec. East 431.63 feet; thence South 00 deg. 28 min. 48 sec. East 120.43 feet; thence South 83 deg. 58 min. 13 sec. East 249.07feet; thence South 00 deg. 14 min. 14 sec. East 404.83 feet; thence South 89 deg. 10 min. 44 sec. East 93.15 feet; thence North 196.00 feet; thence East 123.00 feet; thence North 00 deg. 11 min. 36 sec. West 187.23 feet; thence South 83 deg. 58 min. 13 sec. East 461.18 feet; thence South 00 deg. 04 min. 36 sec. East 1829.25 feet; to the POINT OF BEGINNING of the tract herein described.

Together with all right, title and interest in and to any portion of the above described property which vendors or their predecessor in title own by virtue of possession in excess of thirty years.

LESS AND EXCEPT:

A certain tract or parcel of land situated in Section 21, T6S, R8E, Tangipahoa Parish, Louisiana, more particularly described as follows:

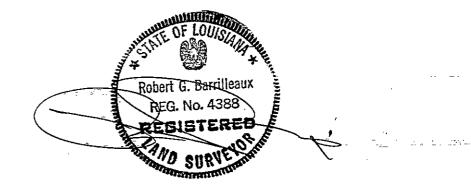
Commencing at a point 46 feet north of the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 21, T6S, R8E; thence proceed North 132.00 feet; thence East 330 feet to the West line of Gahn Road; thence South 264 feet; thence West 330 feet back to the Point of Beginning.



Jamestown, Inc. By: Robert A. Maurin

Please Pull The OBIGINAL

for Entire Map Thank you



'.8E. **Bobby** Maurin Scale : 1" = 200' Date : February 15, 2000 Revision Date : None Drawn By: RGB Section 21, T.6S., R.8E. MORTGAGE Tangipahoa Parish, Louisiana PAGE BOOK Robert G. Barrilleaux & Assoc., Inc. 878 Engineer Surveyors Hammond Louisiana Book: 878 Page: 604 File Number: 558242 Seq: 11 Page 1 of 3 Page 1 of 3

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Tangipahoa Parish Recording Page

Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

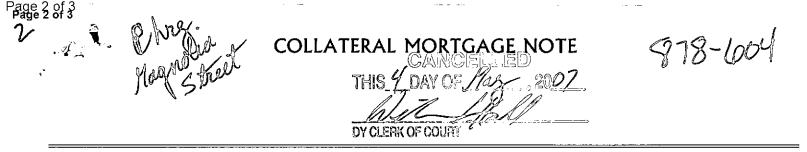
Received From : MAGNOLIA STREET TITLE LLC 106 SOUTH MAGNOLIA STREET HAMMOND, LA 70403	
First MORTGAGOR	- · · · · · · · · · · · · · · · · · · ·
JAMESTOWN INC	
First MORTGAGEE	
_	<u> </u>
Index Type : Mortgages	File Number : 750120
Type of Document : Cancellation - Mortgage Book	
Recording Pages : 3	Book: 1613 Page: 277
Recorded In	
I hereby certify that the attached document was filed for re Tangipahoa Parish, Louisiana	
On (Recorded Date) : 05/04/2007	
At (Recorded Time) : 11:15:03:000 AM	
	and the second
Doc ID - 008974100003	

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U.S. \$1,000,000.00

February 28, 2000 HAMMOND, Louisiana

ON DEMAND, THE UNDERSIGNED, WHETHER ONE OR MORE, JOINTLY, SEVERALLY AND SOLIDARILY PROMISE TO PAY TO THE ORDER OF BEARER, AT THE OFFICES OF PEOPLES BANK OF LOUISIANA, P. O. BOX 669, 201 WEST OAK ST., AMITE, LA 70422, THE PRINCIPAL SUM OF <u>ONE MILLION & 00/100 DOLLAR</u> (U.S. \$1,000,000.00), FOR VALUE RECEIVED, WITH INTEREST THEREON AT THE RATE OF 18.000 PERCENT PER ANNUM FROM DATE UNTIL PAID.

In case this Note should be placed in the hands of an attorney or attorneys to institute legal proceedings to recover the amount hereof, or any part or parts hereof, in principal or interest, or to protect the interests of the holder hereof, or in case the same should be placed in the hands of an attorney or attorneys for collection, compromise or other action, the undersigned hereby jointly, severally and solidarily bind themselves to pay the fees of the attorney_or_attorneys who may_be employed for_that-purpese, which fees_are-hereby fixed at-25.000% of the amount then due and owing under this Note.

The maker(s) of this Note and all endorsers, guarantors and sureties hereon hereby severally waive presentment for payment, notice of nonpayment, protest, notice of protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves jointly, severally and solidarily, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs and attorneys' fees. Furthermore, no discharge or release of any collateral securing this Note or any delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights, or to otherwise diminish or release such collateral.

This Note is secured by a Collateral Real Estate Mortgage dated February 28, 2000, executed by the undersigned in favor of <u>PEOPLES_BANK_OF</u> LOUISIANA and any future holder or holders of this Note, with this Note being paraphed "Ne Varietur" for identification with said Collateral Real Estate Mortgage by the Notary Public before whom said Mortgage was passed.

MAKER:

JAMESTOWN INC. Creat

NE VARIETUR

For Identification with an Act of Collateral Mortgage

passed before me on the 28th day of F 2000 LAVIGNE NOTARY PUBLIC

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GARY STANGA CHIEF DEPUTY ALISON CARONA CHIEF FINANCIAL OFFICER Tangipahoa Parish Clerk of Court

JULIAN E. DUFRECHE, CLERK OF COURT P.O. BOX 667 • AMITE, LOUISIANA 70422

> Аміте (985) 748-4146 Fax (985) 748-6503 www.TangiClerk.org

REQUEST TO CANCEL

In accordance with the provisions of La. C. C. Article 3366, the Recorder of Mortgages for Tangipahoa Parish Louisiana is hereby requested and directed to cancel the recordation of the following described mortgage or privilege:

	Mortgage granted by Jamestown, Inc. In favor of Bearer, at the offices of Peoples Bank of Louisiana			
	In the sum of \$1,000,000.00		, dated February 28, 2000	_
	Recorded in MOB 878	, folio _604	, Instrument Number <u>558242</u>	
	Judgment in favor of			_
_	Against		- 1- 1 - 1-	
	In the sum of		, dated	_
	Recorded in MOB	, folio	, Instrument Number	
(Other			
	In the sum of		, dated	_
	Recorded in MOB	, folio	, Instrument Number	

This Request to Cancel is based on the following:

Please check the appropriate box and attach documentation.

- Note-Original Promissory Note Attached- "Paid" or "Cancelled" (LA R.S. 44:107 A(1);
-]) Release of Unparaphed Obligation- Original Obligee or Assignee (LA R.S. 44:106);
- Release by Licensed Financial Institution (LA R.S. 44:109A);
- Affidavit of Lost Note by Notary (LA R.S. 9:5167E);
- Release by Notarial Act with Paraph (LA R.S. 44:107 A(2);
- Affidavit to Cancel by Title Insurance Officer (LA R.S. 9:5167.1);
- Certificate by Sheriff, Marshall in judicial sale or Court Order (LA R.S. 44:108);
- Order of Discharge in Bankruptcy (LA R.S. 44:111C);
- Effect of mortgage or privilege has ceased for lack of reinscription (CC Art. 3367) *Mortgage Certificate required to be attached;
- No suit or motion to revive previously reinscribed judicial mortgage (CC Art. 3368)
- *Clerk's Civil Certificate required to be attached;

Other:

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of Louisiana law.

Attached is my check/cash in the amount of \$ _____ ____ in payment of fees to effect the above requested cancellation. Please charge my Account Number 753

Date: 5-3-2007 Signature: Printed Name: Mary Company Name: Magnolia Street Tille, LLC Title: Mamber

Address: 106 South Magnolia Street nd, LA 70403

Telephone No: 985-429-1832

STP 7/06

OUR COMMITMENT TO EXCELLENCE AND CONTINUED IMPROVEMENT IS THE FOUNDATION UPON WHICH WE SERVE THE PUBLIC AND WORK IN PARTNERSHIP WITH THE COMMUNITY

Tangipahoa Parish Recording Page

Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

BATCH 5/339

Received From : MAGNOLIA STREET TITLE LLC 106 SOUTH MAGNOLIA STREET HAMMOND, LA 70403

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First MORTGAGOR

JAMESTOWN INC

First MORTGAGEE

STATE BANK & TRUST CO

Index Type : Mortgages

Type of Document : Mortgage

Recording Pages :

17

Recorded Information

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

On (Recorded Date) : 04/03/2007

At (Recorded Time) : 8:38:32:000 AM



Doc ID - 008945350017

Page: 494



SCANNED

File Number : 747435

Book: 1600

Return To:

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Book: 1600 Page: 494 File Number: 747435 Seq: 1

MULTIPLE INDEBTEDNESS MORTGAGE

Mortgagor:

Jamestown, Inc. (TIN:

P. O. Box 1457 Hammond, LA 70404-1457 Mortgagee: State Bank & Trust Company Hammond 1200 Derek Drive Suite 101 Hammmond, LA 70403 (985) 419-2287

MULTIPLE INDEBTEDNESS MORTGAGE

BY: Jamestown, Inc.

IN FAVOR OF:

State Bank & Trust Company

And Any Future Holder or Holders

BE IT KNOWN, that on March 30, 2007;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

JAMESTOWN, INC., (TI**Description** a Louisiana corporation domiciled in Tangipahoa Parish, represented herein by its duly authorized officer, Robert A. Maurin, III, President, whose current mailing address is P. O. Box 1457, Hammond, LA 70404.;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

INDEBTEDNESS. The word "Indebtedness" as used in this Mortgage means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under a certain commercial loan agreement dated March 30, 2007 and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a Note dated March 30, 2007, in the principal amount of \$416,385.00, from Mortgagor to Mortgagee, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or otherwise secured or unsecured, whether Mortgagor is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any such indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever. Notwithstanding any other provision of this Mortgage, the maximum amount of Indebtedness secured hereby shall be limited to \$50,000,000.00.

UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF TANGIPAHOA î '

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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GRANTING OF MORTGAGE. And now, in order to secure the prompt and punctual payment and satisfaction of the Indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property located in Tangipahoa Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as Section 21, Township 6 South, Range 8 East, Hammond, LA.

MORTGAGE SECURING FUTURE INDEBTEDNESS. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing Mortgagor's Indebtedness that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Indebtedness may be requested or extended. Mortgagor's additional loans will automatically be secured by this Mortgage without the necessity that Mortgagor agrees or consents to such a result at the time additional loans are made and that the note or notes evidencing such additional loans reference the fact that such notes are secured by this Mortgage. Mortgagor understands that Mortgagor may not subsequently have a change of mind and insist that Mortgagor's additional loans not be secured by this Mortgage unless Mortgagee specifically agrees to such a request in writing.

DURATION OF MORTGAGE. This Mortgage will remain in effect until (A) all of the Indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional Indebtedness; and (B) Mortgagor cancels this Mortgage by filing a written cancellation instrument signed by Mortgagee. When all of the indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Mortgagor may request Mortgagee to sign such a written cancellation instrument by writing Mortgagee at the above address or at such other address as Mortgagee may advise. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request, or such longer time as may be necessary for Mortgagee to verify that all conditions precedent for mortgage cancellation have been satisfied.

PROHIBITIONS REGARDING PROPERTY. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (A) Mortgagor is and will continue to be the lawful owner of the Property; (B) Mortgagor has the right to mortgage the Property to Mortgagee; (C) as of the time this Mortgage is recorded, there are no Encumbrances affecting the Property; (D) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity; and (E) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage:

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Required Insurance. So long as this Mortgage remains in effect, Mortgagor shall, at its sole cost, keep and/or cause others, at their expense, to keep the Property constantly insured against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (including flood insurance, where applicable) as may be be required by Mortgagee. Such insurance shall be in an amount not less than the full replacement value of the Property, or such other amount or amounts as Mortgagee may require or approve in writing. Mortgagor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgagor and Mortgagee as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the Property, and further containing a broad form contractual liability endorsement covering Mortgagor's obligations to indemnify Mortgagee as provided hereunder. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Mortgagee, and to maintain such insurance for the term of the loan.

Insurance Companies and Policies. Mortgagor may purchase such insurance from any insurance company or broker that is acceptable to Mortgagee, provided that such approval may not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgagee, and must additionally contain a lender's loss payee endorsement in favor of Mortgagee, providing in part that (1) all proceeds and returned premiums under such policies of insurance will be paid directly to Mortgagee, and (2) no act or omission on the part of Mortgagor, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies, shall affect the obligations of the insurer to pay the full amount of any loss to Mortgagee. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least thirty (30) daysprior written notice to Mortgagee of such intended cancellation or alteration. Mortgagor agrees to provide Mortgagee with originals or certified copies of such policies of insurance. Mortgagor further agrees to promptly furnish Mortgagee with copies of all renewal notices and, if requested by Mortgagee, with copies of receipts for paid premiums. Mortgagor shall provide Mortgagee with originals or certified copies of all renewal or replacement policies of insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of the same to Mortgagee within the time periods required above.

Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of any material casualty to or accident involving the Property, whether or not such casualty or loss is covered by insurance. Mortgagor further agrees to promptly notify Mortgagor's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgagee may submit such a claim and proof of claim to the insurance company on Mortgagor's behalf, should Mortgagor fail to do so promptly for any reason. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Mortgagor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more Events of Default exist under this Mortgage, Mortgagee will not settle or adjust any such claim without the prior approval of Mortgagor (which approval shall not be unreasonably withheld).

Insurance Proceeds. Mortgagee shall have the right to directly receive the proceeds of all insurance protecting the Property. In the event that Mortgagor should receive any such insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgagee's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (1) repairing or restoring the lost, damaged or destroyed Property; or (2) reducing the then outstanding balance of the Indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and

MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Mortgagee. Furthermore, unless otherwise confirmed by Mortgagee in writing, the application or release of any insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the Property or any part or parts thereof. Mortgagor shall not permit the Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance with Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Property and its use.

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Compliance With Environmental Laws. Mortgagor represents and warrants to Mortgagee that: (1) During the period of Mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage; treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Mortgagee in writing, (a) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Mortgagor authorizes Mortgagee and its agents to enter upon the Property to make such inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in

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investigating the Property for Hazardous Substances. Mortgagor hereby (1) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

ERISA. Mortgagor represents and warrants to Lender that the granting of this Mortgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the ERISA.

Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or alter any building(s) or other improvements to or upon the Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the Property. Mortgagee may condition its consent to permit Mortgagor to demolish or to remove such improvements, fixtures and/or other property upon Mortgagor's agreement to replace the same with new improvements and/or fixtures of at least equal value then satisfactory to Mortgagee.

Abandonment of Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the Property and the sidewalks and curbs adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage:

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of Mortgagor's obligations under any prior Encumbrances affecting the Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgagee in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the Property, or any part or parts thereof, with possible preference and priority over the lien of this Mortgage.

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any

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presently existing or future Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the Property as Mortgagee may deem to be necessary and proper within its sole discretion.

Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Lender to make any such Additional Advances or to take any of the above actions on Grantor's behalf, or as making Lender in any way responsible or liable for any loss, damage or injury to Grantor, or to any other person or persons, resulting from Lender's election not to advance such additional sums or to take such action or actions. In addition, Lender's election to make Additional Advances and/or to take the above actions on Grantor's behalf shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the rate of interest provided under the above referenced promissory note or at the legal rate of interest provided under applicable law, whichever is greater from the date of each such Advance until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of, and all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (1) utility service regarding the Property, (2) cleaning, maintenance, repair, or similar services regarding the Property, (3) refuse removal or sewer service regarding the Property, (4) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the Property, and/or (5) parking or similar services or rights regarding the Property.

Options. Any and all present and future options to sell or lease the mortgaged Property or any interest therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the Property, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof.

REPRESENTATIONS AND WARRANTIES CONCERNING RIGHTS. Mortgagor represents and warrants that: (A) Mortgagor is and/or will be the lawful owner of all of the Rights; (B) Mortgagor has the right to collaterally assign and pledge all such Rights to Mortgagee; (C) Mortgagor has not granted any previous security interests and has not otherwise encumbered any of Mortgagor's Rights; (D) to the extent applicable, all of Mortgagor's Rights that consist of or give rise to obligations of third parties, represent and/or will at all times continue to represent bona fide obligations of the obligors thereunder, free of any offset, compensation, deduction or counterclaim. The collateral assignment and pledge of Mortgagor's Rights are further binding upon Mortgagor, as well as Mortgagor's heirs, successors, representatives and assigns, and are legally enforceable in accordance with the foregoing terms and conditions.

ADDITIONAL OBLIGATIONS OF MORTGAGOR WITH REGARD TO COLLATERALLY ASSIGNED AND PLEDGED RIGHTS. Mortgagor additionally agrees:

Prohibitions Regarding Property. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

No Settlement or Compromise. Mortgagor shall not, without the prior written consent of Mortgagee, compromise, settle, adjust or extend payment under or with regard to any of Mortgagor's Rights subject hereto.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Mortgagee to examine and audit Mortgagor's books and records at all reasonable times.

Notice to Obligors. Upon request by Mortgagee, Mortgagor immediately will notify individual obligors and debtors under Mortgagor's Rights, advising such obligors and debtors of the fact that their respective agreements or obligations have been collaterally assigned and pledged to Mortgagee. In the event that Mortgagor should fail to provide such notices for any reason upon Mortgagee's request, Mortgagor agrees that Mortgagee may forward appropriate notices to such obligors and debtors either in Mortgagee's name or in Mortgagor's name.

Protection of Rights. Mortgagor will at all times protect and preserve all of Mortgagor's Rights.

Notice of Change of Names. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's name, including any change to the assumed business names of Mortgagor.

MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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Mortgagor will also promptly notify Mortgagee of any change in Mortgagor's social security number or employer identification number. Mortgagor further agrees to notify Mortgagee in writing prior to any change in address or location of Mortgagor's principal office.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Mortgage:

Default Under Loan Agreement. If an Event of Default occurs or exists under the terms of Mortgagor's Loan Agreement in favor of Mortgagee.

Default Under the Note. Should Mortgagor default in the payment of principal or interest under the Note or any of the Indebtedness.

Default Under this Mortgage. Should Mortgagor violate, or fail to comply fully with any of the terms and conditions of, or default under this Mortgage.

Default Under other Agreements. Should any default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

Other Defaults in Favor of Mortgagee. Mortgagor or any guarantor defaults under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Mortgagee.

Default in Favor of Third Parties. Should Mortgagor or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property or Mortgagor's ability to repay the Indebtedness or perform their respective obligations under this Mortgage or any of the Related Documents.

Death. Mortgagor, or any guarantor of the Indebtedness, dies.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Mortgagor or any guarantor are commenced.

Failure to Pay Additional Advances. Mortgagor fails to pay any Additional Advance, together with interest thereon, as provided in this Mortgage, upon Mortgagee's demand.

False Statements. Any warranty, representation or statement made or furnished to Mortgagee by Mortgagor or on Mortgagor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insecurity. Mortgagee in good faith believes itself insecure with regard to repayment of the Indebtedness.

OTHER DEFAULTS. Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagee and Mortgagor.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Event of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Property,

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or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

Executory Process. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgagee, up to the full amount of the Indebtedness in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives the following: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor further agrees that any declaration of fact made by authentic act before a Notary Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louisiana law and for purposes of La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, to the extent applicable.

Keeper. Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided in this Mortgage.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, as applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Event of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisement, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the Property, or any part or parts thereof, in lieu of payment of the Indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and election.

Specific Performance. Mortgagee may, in addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained in this Mortgage or in aid of the execution or enforcement of any power in this Mortgage granted.

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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Election of Remedies. Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies, whether evidenced by this Mortgage or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee following an Event of Default, or in any way to limit or restrict the rights any other co-maker, guarantor, surety or endorser of the Indebtedness, and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Event of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgagee, immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the obligors therefor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagor or Mortgagee.

PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the Property and/or Mortgagor's Rights collaterally assigned and pledged hereunder. Mortgagor agrees to appear in and to defend all actions or proceedings purporting to affect Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee hereunder. In the event that Mortgagor fails to do what is required of it under this Mortgage, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgagee's security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing Mortgagor from any of its obligations under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalf as provided herein. Should the reappraisal of the Property occur, whether to comply with appropriate regulatory requirements or otherwise, Mortgagor agrees to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgage hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENT. Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this

MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee.

INSPECTION OF PROPERTY. Mortgagee and Mortgagee's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Property wherever located.

AUDITS. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the Property, the foregoing Rights and any part or parts thereof.

APPLICATION OF PAYMENTS. Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the Indebtedness or under this Mortgage, including, but not limited to, the net proceeds of any judicial or other sale, of any charter, management or other use of the Property by Mortgagee, of any claim for damages to the Property and of any insurance proceeds received by Mortgagee (except to the extent that such insurance proceeds are to be paid to Mortgagor pursuant to any other provisions of this Mortgage) shall be held and applied by Mortgagee from time to time in accordance with the terms of the Note.

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed upon Mortgagee as a result of this Mortgage.

ADDITIONAL REPRESENTATIONS AND WARRANTIES. Mortgagor further represents, warrants and covenants that:

Organization. Mortgagor is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Louisiana. Mortgagor is duly authorized to transact business in all other states in which Mortgagor is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Mortgagor is doing business. Specifically, Mortgagor is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Mortgagor has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Mortgagor maintains an office at 19354 Highway 190, Hammond, LA 70403. Unless Mortgagor has designated otherwise in writing, the principal office is the office at which Mortgagor keeps its books and records including its records concerning the Collateral. Mortgagor will notify Mortgagee prior to any change in the location of Mortgagor's state of organization or any change in Mortgagor's name. Mortgagor shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Mortgagor and Mortgagor's business activities.

Authorization. Mortgagor's execution, delivery, and performance of this Mortgage and all the Related Documents have been duly authorized by all necessary action by Mortgagor and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Mortgagor's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Mortgagor or (2) any law, governmental regulation, court decree, or order applicable to Mortgagor or to Mortgagor's properties.

Consents and Approvals. If notice to or the consent or approval of any governmental body or authority, or any third party (including without limitation, any other creditor of Mortgagor) is now or any time hereafter required in connection with the execution, delivery and performance by Mortgagor of this Mortgage, then (1) with respect to all currently applicable requirements, such notice has been given and consent or approval obtained by Mortgagor prior to the execution hereof and written evidence thereof has been concurrently herewith delivered to Mortgagee, and (2) with respect to such requirements that shall at any time hereafter be imposed or become applicable, such notice will be given and such consent or approval will be obtained by Mortgagor prior to the time such failure to do so will constitute a violation of law or result in any breach, default or failure by Mortgagor under any contract or instrument, and written evidence thereof will at such time be delivered to Mortgagee.

ADDITIONAL WAIVERS. In granting this Mortgage, Mortgagor waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the

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Property to which Mortgagor may be entitled under the laws of the State of Louisiana. Mortgagor is also waiving the production of Mortgage, Conveyance and any and all other Certificates and relieves and releases the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. No amendment, modification, consent or waiver of any provision of this Mortgage, and no consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Mortgagee, and then shall be effective only as to the specific instance and for the specific purpose for which given.

Arbitration. Mortgagor and Mortgagee agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of or foreclose upon any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Effect of Waivers. Any failure or delay on the part of the Mortgagee to exercise any of the rights and remedies granted under this Mortgage or under any other agreement or agreements by and between Mortgagor and Mortgagee, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall not waive, affect, or diminish the rights of Mortgagee to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgagee, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance on the part of Mortgagee as to one Event of Default shall not constitute a waiver or forbearance as to any other or subsequent default.

Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements under this Mortgage shall be binding upon Mortgagor's successors, heirs, legatees, devisees, administrators, executors and assigns. In the event that there is more than one Mortgagor under this Mortgage, all of the agreements and obligations made and/or incurred by Mortgagors under this Mortgage shall be on a "solidary" or "joint and several" basis.

Governing Law. This Mortgage will be governed by federal law applicable to Mortgagee

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and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Mortgage has been accepted by Mortgagee in the State of Louisiana.

Severability. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Mortgage shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Mortgage shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Mortgage, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

OTHER PROVISIONS: ADDITIONAL DISPUTE RESOLUTION AND ADDITIONAL ARBITRATION PROVISIONS. I and Lender ("We") will first attempt to settle any controversy, claim or dispute ("Dispute") by good faith negotiation between us. If negotiation fails, then we agree to one day of mediation, by a mediator mutually agreed upon by us. If the Dispute is still not settled, then we agree to arbitrate the Dispute under the Arbitration provisions herein. The arbitrator may award any damages or relief available in a court of law or equity and will follow the judicial precedents including evidentiary rules and statutes of limitation followed in the United States District Courts in Mississippi. The arbitration shall be done by one arbitrator, who will be selected as follows: We will request from the American Arbitration Association ("AAA") a panel of five (5) qualified arbitrators, and each party within two weeks will strike two from the list. The remaining member of the panel so selected shall serve as arbitrator. If said designee declines the engagement, then the process will be repeated until an arbitrator is named and accepts. The arbitration shall be conducted in accordance with the rules of arbitration of the AAA then applicable for Arbitration of Commercial Disputes to the extent that they do not conflict with the terms of this Agreement, and further the arbitration shall not be required to be administered by the AAA. All proceedings arising out of this Agreement shall be private. The Parties shall not make known any documents or information received in connection with the arbitration proceedings, except as required in a later judicial or regulatory proceeding or examination. Before disclosing information received during arbitration, a party shall notify the other party in writing of its planned disclosure and the exception allowing the disclosure. The notifying party shall also provide the other party with a reasonable opportunity to stop or limit disclosure. The Lender will advance all initial cost and fees associated with the cost of arbitration. The arbitrator shall assess the fees and costs as appropriate. The arbitration shall be held in either the City of Greenwood, City of Jackson, City of Brookhaven, City of McComb, Mississippi or City of Baton Rouge, La. I UNDERSTAND THAT I AM AGREEING TO RESOLVE ANY DISPUTE BY MEDIATION OR BINDING ARBITRATION RATHER THAN IN COURT. THIS ARBITRATION AGREEMENT AS NOTED COVERS THIS NOTE AND ALL PRE-EXISTING, PRESENT AND FUTURE INDEBTEDNESS WITH STATE BANK & TRUST COMPANY.

Borrower(s)'s Acknowledgement by Initialing:

Cosigner(s)'s Acknowledgement by Initialing:

Guarantor(s)'s Acknowledgement by Initialing:

Grantor(s)'s Acknowledgement by Initialing:

WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

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WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.):

Additional Advance. The words "Additional Advance" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

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Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Mortgagor or on Mortgagor's behalf on a line of credit or multiple advance basis under the terms and conditions of this Mortgage.

Borrower. The word "Borrower" means Jamestown, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Encumbrance. The word "Encumbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the default section of this Mortgage.

GAAP. The word "GAAP" means generally accepted accounting principles.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes all amounts identified in the Indebtedness section of this Mortgage.

Mortgage. The word "Mortgage" means this Multiple Indebtedness Mortgage as this Multiple Indebtedness Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means State Bank & Trust Company, Mortgagee's successors and assigns, and any future holder or holders of the Indebtedness or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably Jamestown, Inc., as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means the note or credit agreement **dated March 30, 2007**, in the **principal amount of \$416,385.00** from Jamestown, Inc. to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Property. The word "Property" means all of Mortgagor's right, title and interest in and to all the Property as described in the "Granting of Mortgage" section of this Mortgage.

Real Property. The words "Real Property" mean the real immovable property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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Rights. The word "Rights" means any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES: Witness HMY SANBERS DACE

MORTGAGOR:

JAMESTOWN, INC.

By: Robert A. Maurin, III, President of Jamestown, Inc.

PUBLIC NO ARY

LA Bar/Notary ID No. 10332

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EXHIBIT "A" TO MULTIPLE INDEBTEDNESS MORTGAGE BY JAMESTOWN, INC. DATED MARCH 20, 2007

LEGAL DESCRIPTION OF PROPERTY:

A certain tract or parcel of land situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point which is 1332.80 feet South 89 deg. 41 min. 25 sec. West of the Southeast Corner of Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, Thence South 89 deg. 41 min. 25 sec. West 1325.27 feet; Thence North 568.82 feet; Thence North 16 deg. 54 min. 21 sec. West 458.95 feet; Thence North 15 deg. 49 min. 17 sec. West 303.90 feet; Thence North 15 deg. 55 min. 59 sec. West 204.32 feet; Thence North 16 deg. 00 min. 11 sec. West 192.31 feet; Thence North 18 deg. 26 min. 56 sec. West 239.18 feet; Thence North 08 deg. 22 min. 09 sec. West 61.28 feet; Thence South 83 deg. 58 min. 13 sec. East 412.31 feet; Thence South 06 deg. 32 min. 58 sec. East 54.10 feet; Thence North 84 deg. 53 min. 50 sec. West 62.75 feet; Thence South 49 deg. 09 min. 40 sec. East 204.28 feet; Thence North 44 deg. 02 min. 24 sec. East 431.63 feet; Thence South 00 deg. 28 min. 48 sec. East 120.43 feet; Thence South 83 deg. 58 min. 13 sec. East 249.07 feet; Thence South 00 deg. 14 min. 14 sec. East 404.83 feet; Thence South 89 deg. 10 min. 44 sec. East 93.15 feet; Thence North 196.00 feet; Thence East 123.00 feet: Thence North 00 deg. 11 min. 36 sec. West 187.23 feet; Thence South 83 deg. 58 min. 13 sec. East 461.18 feet; Thence South 00 deg. 04 min. 36 sec. East 1829.25 feet; to the Point of Beginning.

LESS AND EXCEPT:

A certain tract or parcel of land situated in Section 21, T6S, R8E, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point 46 feet north of the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 21, T6S, R8E, thence proceed North 132.00 feet; thence East 330 feet to the West line of Gahn Road; thence South 132 feet; thence West 330 feet back to the Point of Beginning, all as more fully shown on a survey by John W. Lay, Jr., Reg. Land Surveyor, dated July 23, 1980.

APPEARANCE:

JAMESTOWN, INC., (TIP and the second second

JAMESTOWN, INC. BY: A. M.

COLLATERAL MORTGAGE

Lender:

Borrower:

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MAURIN III OBERT ŔŎĒĖRŢS (SSN: NEE TIRINI 354 HWY 190 MMOND, LA 70401

COLLATERAL MORTGAGE BY: ROBERT A MAURIN III and RENEE ROBERTS MAURIN

IN FAVOR OF:

PEOPLES BANK OF LOUISIANA And Any Future Holder or Holders

BE IT KNOWN, that on the 18th day of February, 2000;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

ROBERT A MAURIN III SSN: The Parish of TANGIPAHOA, State of Louisiana, domiciled and residing in the Parish of TANGIPAHOA, State of Louisiana, whose mailing address is 19354 HWY 190, HAMMOND, LA 70401, who declared that he has been married but once and then to RENEE ROBERTS MAURIN with whom he is presently living and residing; and RENEE ROBERTS MAURIN SSN: The parish of TANGIPAHOA, State of Louisiana, whose mailing address is 19354 HWY 190, HAMMOND, LA 70401, who declared that she has been married but once and then to ROBERT A MAURIN III with whom she is presently living and residing; who

WHO DECLARED THAT:

TERMS AND CONDITIONS:

DEFINITIONS. Mortgage: The following words shall have the following meanings when used in this

Additional Advances. The words "Additional Advances" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

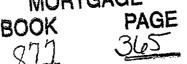
Encumbrances. The word "Encumbrances" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges, encumbrances, and other contractual and/or statutory security interests and rights of every nature and kind that, now and/or in the future, may affect the mortgaged Property or any part or parts thereof.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the Events of Default set forth below in the section titled "Events of Default.

Guarantor. The word "Guarantor" means and includes individually, collectively, interchangeably and without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

connection with the Indebtedness. Indebtedness. The word "Indebtedness" means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation. Mortgagor's promissory note dated February 18, 2000, in the principal amount of U.S. \$180,830.00, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor, and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, as well as Mortgagee's successors or assigns, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or otherwise secured or unsecured, **ECANNED**





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PEOPLES BANK OF LOUISIANA

UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH TANGIPAHOA OF

MORTGAGE (Continued)

whether Mortgagor is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any such indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever.

Lender. The word "Lender" means PEOPLES BANK OF LOUISIANA (TIN: 721012589), its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage as this Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means PEOPLES BANK OF LOUISIANA (TIN: 721012589), its successors and assigns, and any future holder or holders of Mortgagor's Collateral Mortgage Note or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably the above referenced Borrower(s), as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

The word "Note" means Mortgagor's Collateral Mortgage Note described below.

Property. The word "Property" means individually, collectively and interchangeably any and all of Mortgagor's present and future property subject to this Mortgage.

Related Documents. The words "Related Documents" mean and include individually, collectively, interchangeably and without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means individually, collectively and interchangeably any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

COLLATERAL MORTGAGE NOTE. Desiring to secure the prompt and punctual payment and satisfaction of any and all present and future Indebtedness in favor of Mortgagee, as defined above, Mortgagor executed a certain Collateral Mortgage Note dated February 18, 2000, in the principal amount of U.S. \$300,000.00, payable to the order of BEARER, on demand, at the offices of Mortgagee, which Note stipulates to bear interest at the rate of 18.000 percent per annum from date until paid and is paraphed "Ne Varietur" for identification with this Mortgage by the Notary Public before whom this Mortgage is passed, a copy of which Note is attached hereto as an exhibit and is expressly made a part hereof by reference.

PLEDGE OF COLLATERAL MORTGAGE NOTE TO SECURE INDEBTEDNESS. The aforesaid Note, after having been paraphed "Ne Varietur" for identification with this Mortgage by the Notary before whom this Mortgage was passed, was delivered to Mortgagor, who hereby acknowledges receipt thereof. Mortgagor declared that said Note has been and/or will be pledged to Mortgagee as the initial Mortgagee under this Mortgage for the purpose of securing any and all present and future indebtedness that Mortgagor may obtain or incur, from time to time, one or more times, from Mortgagee and any subsequent holder or holders of said Note as heretofore stated.

GRANTING OF MORTGAGE TO SECURE PLEDGED NOTE. And now, in order to secure the prompt and punctual payment and satisfaction of the aforesaid Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property.

The immovable (real) property specifically described as follows:

SEE EXHIBIT A LOCATED ON HWY 190 NEAR THE HAMMOND AIRPORT

together with any and all present and future building(s), constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the mortgaged Property, and any and all items and fixtures attached to and/or forming integral or component parts of the mortgaged Property in accordance with the Louisiana Civil Code.

The Real Property or its address is commonly known as HWY 190, HAMMOND, LA 70401.

MORTGAGE SECURING FUTURE INDEBTEDNESS. The aforesaid Note and this Mortgage have been executed by Mortgagor for the purpose of securing Mortgagor's Indebtedness that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Indebtedness may be requested or extended.

DURATION OF MORTGAGE. Mortgagor agrees that Mortgagor's Property is to remain mortgaged to Mortgagee until Mortgagor's pledged Note is returned to Mortgagor by Mortgagee marked "PAID" or "CANCELLED, or until Mortgagor marks the Note "PAID" or "CANCELLED" after it is returned to

PROHIBITIONS REGARDING MORTGAGED PROPERTY. So long as this Mortgage remains in effect, Mortgagor agrees not to, without Mortgagee's prior written consent: (a) sell, assign, transfer, convey, option, mortgage, or lease the mortgaged Property; (b) permit any Encumbrance to be placed on or to attach to the mortgaged Property; or (c) do anything or permit anything to be done that may in any way impair Mortgagee's security interests and rights in and to the mortgaged

Property. REPRESENTATIONS AND WARRANTIES CONCERNING THE MORTGAGED PROPERTY. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (a) Mortgagor is and will continue to be the lawful owner of the mortgaged Property; (b) Mortgagor has the right to mortgage the Property to Mortgagee; (c) as of the time this Mortgage is recorded, there are no Encumbrances affecting the mortgaged Property; (d) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity; and (e) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The MORTGAGE

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above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage.

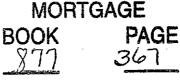
SURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage. Required Insurance. So long as this Mortgage remains in effect, Mortgagor shall, at its sole cost, keep and/or cause others, at their expense, to keep the mortgaged Property constantly insured against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (including flood insurance, where applicable) as may be be required by Mortgagee. Such insurance shall be in an amount not less than the full replacement value of the mortgaged Property, or such other amount or amounts as Mortgagee may require or approve in writing. Mortgagor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgagor and Mortgagee as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the mortgaged Property, and further containing a broad form contractual liability endorsement covering Mortgagor's obligations to indemnify Mortgagee as provided hereunder. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. loan

loan. Insurance Companies and Policies. Mortgagor may purchase such insurance from any insurance company or broker that is acceptable to Mortgagee, provided that such approval may not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgagee, and must additionally contain a lender's loss payee endorsement in favor of Mortgagee, providing in part that (a) all proceeds and returned premiums under such policies of insurance will be paid directly to Mortgagee, and (b) no act or omission on the part of Mortgagor, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies, shall affect the obligations of the insurer to pay the full amount of any loss to Mortgagee. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least thirty (30) days prior written notice to Mortgagee of such intended copies of such policies of insurance. Mortgagor further agrees to promptly furnish Mortgagee with copies of all renewal notices and, if requested by Mortgagee, with copies of receipts for paid premiums. Mortgagor shall provide Mortgagee with originals or certified policies of all renewal notices on later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of the same to Mortgagee within the time periods required above. periods required above.

periods required above. Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of any material casualty to or accident involving the mortgaged Property, whether or not such casualty or loss is covered by insurance. Mortgagor further agrees to promptly notify Mortgagor's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the mortgaged Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgagee may submit such a claim and proof of claim to the insurance company on Mortgagor's behalf, should Mortgagor fail to do so promptly for any reason. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Mortgagor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more events of default exist under this Mortgage, Mortgagee will not settle or adjust any such claim without the prior approval of Mortgagor (which approval shall not be unreasonably withheld). Insurance Proceeds. Mortgagee shall have the right to directly receive the proceeds of all

prior approval of Mortgagor (which approval shall not be unreasonably withheld). Insurance Proceeds. Mortgagee shall have the right to directly receive the proceeds of all insurance protecting the mortgaged Property. In the event that Mortgagor should receive any such insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgagee's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (a) repairing or restoring the lost, damaged or destroyed Property; or (b) reducing the then outstanding balance of the Indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of release of any insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

of Default under this Mortgage. Insurance Escrow Payments. Mortgagor agrees, at Mortgagee's request, to pay Mortgagee, on or before the first day of each calendar month, or at such other intervals as may be designated by Mortgagee, one-twelfth (or such other fractional amounts as Mortgagee may require) of the amount or amounts estimated by Mortgagee, within its sole discretion, to be sufficient to pay insurance premiums on the mortgaged Property on an annual basis as the same may become due and payable. Mortgagor further agrees to pay Mortgagee, from time to time, upon demand therefor, sufficient additional amounts, as estimated by Mortgagee in its sole discretion, to make up any deficiencies in the amount of insurance premiums next coming due. All such funds shall be held by Mortgagee in escrow, without interest, as part of Mortgagee's collateral security under this Mortgage, with Mortgagor hereby granting Mortgagee a continuing security interest in such funds to secure the Indebtedeness as provided herein. Such escrow amounts may be commingled with the general funds of Mortgagee. Mortgagee shall have the right, but not the obligation, to apply all or any part of such insurance escrow amounts to satisfy Mortgagor's insurance premiums as they become due and payable. Mortgagor shall furnish Mortgagee with bills in sufficient time to pay such insurance premiums before any penalty attaches and before the policy or policies may lapse. Notwithstanding the foregoing, Mortgagee shall not be responsible to MORTGAGEF



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Mortgagor or to any other person for the payment of such insurance premiums, and Mortgagee shall not be liable for any failure to do so.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor. Mortgagor further agrees to furnish Mortgagee with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner.

charges have been paid in full and in a timely manner. Tax Escrow Payments. Mortgagor, at Mortgagee's request, shall pay to Mortgagee, on or before the first day of each calendar month, or at such other intervals as may be designated by Mortgagee, one-twelfth (or such other fractional amounts as Mortgagee may require) of the amount or amounts estimated by Mortgagee, within its sole discretion, to be sufficient to pay taxes, assessments, and governmental and other charges on the mortgaged Property on an annual basis as the same may become due and payable. Mortgagor further agrees to pay Mortgagee, from time to time, upon demand therefor, sufficient additional amounts, as estimated by Mortgagee in its sole discretion, to make up any deficiencies in the amount of taxes, assessments, and governmental and other charges next coming due. All such funds shall be held by Mortgagee in escrow, without interest, as part of Mortgagee's collateral security under this Mortgage, with Mortgagor hereby granting Mortgagee a continuing security interest in such funds to secure the Indebtedness as provided herein. Such escrow amounts may be commingled with the general funds of Mortgagee. Mortgagee shall have the right, but not the obligation, to apply all or any part of such escrow amounts to satisfy Mortgagor's taxes, assessments, and governmental and other charges as they become due and payable. Mortgagor shall furnish Mortgagee with bills in sufficient time to pay such taxes and other charges before any penalty attaches. Notwithstanding the foregoing, Mortgagee shall not be responsible to Mortgagor or to any other person for the payment of such taxes, assessments, and governmental and other charges, and Mortgagee shall not be liable for any failure to do so. SSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Mortgaged Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the mortgaged Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the mortgaged Property or any part or parts thereof. Mortgagor shall not permit the mortgaged Property, or any portion thereof, to be used by servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance With Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the mortgaged Property and

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the mortgaged Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the mortgaged Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the mortgaged Property.

the mortgaged Property. Compliance With Environmental Laws. Mortgagor hereby represents and warrants to Mortgagee and covenants that Mortgagor is now complying, and will continue to comply, with all environmental and environmental related laws, rules, regulations and orders applicable to the mortgaged Property and its use. Mortgagor shall further comply with and shall cause all occupants of the mortgaged Property to comply with all federal, state and local laws, rules regulations and orders with respect to the disposal of industrial refuge or waste, and/or the discharge, procession, treatment, removal, transportation, storage and handling of hazardous or toxic wastes and substances, and pay immediately when due the cost of removal of any such waste or substances from, and keep the mortgaged Property free of any lien imposed pursuant to any such laws, rules, regulations or orders. Mortgagor shall not install or permit the installation of friable asbestos or any substance containing asbestos, or any machinery, equipment or fixtures containing polychlorinated biphemyls (PCBs), in or on the mortgaged Property, Mortgagor shall promptly comply with applicable federal, state or local laws, rules, regulations or orders regarding the safe removal thereof, at Mortgagor's sole expense. In the event Mortgagor fails to do any of the foregoing. Mortgagee may declare this Mortgage to

In the event Mortgagor fails to do any of the foregoing, Mortgagee may declare this Mortgage to be in default. In addition, Mortgagor hereby grants Mortgagee and its employees and agents, an irrevocable and non-exclusive license to enter the mortgaged Property to conduct testing and to remove the hazardous waste and substances, and the cost of such testing and removal shall constitute an Additional Advance under, and shall be secured by this Mortgage.

No notice from any governmental body has ever been served upon Mortgagor or, to Mortgagor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any federal, state or local law, regulation or ordinance concerning the environmental state, condition, or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, clean-up, alterations, demolition, renovation or installation on, or in connection with, the Property. Upon receipt of any such notice, Mortgagor shall take any and all steps, and perform any and all actions necessary or appropriate to comply with the same, at Mortgagor's sole expense.

ERISA. Mortgagor represents and warrants to Lender that the granting of this Mortgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the Employee Retirement Income Security Act of 1974 ("ERISA").



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MORTGAGE (Continued)

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Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or alter any building(s) or other improvements to or upon the mortgaged Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the mortgaged Property. Mortgagee may condition its consent to permit Mortgagor's agreement to replace the same with new improvements and/or other property least equal value then satisfactory to Mortgagee.

Abandonment of Mortgaged Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the mortgaged Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the mortgaged Property and the sidewalks and curbs adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the mortgaged Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage.

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of its obligations under any prior Encumbrances affecting the mortgaged Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgagee in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly or parts thereof, with possible preference and priority over the lien of this Mortgage. Future Encumbrances. Mortgagor shall not without the prior written consent of Mortgage

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the mortgaged Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the mortgaged Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the mortgaged Property as Mortgagee may deem to be necessary and proper within its sole discretion.

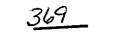
Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the mortgaged Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Mortgagee to make any such Additional Advances, or to take any of the above actions on Mortgagor's behalf, or as making Mortgagee in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Mortgage's election not to advance any such additional sums or to take any such action or actions. In addition, Mortgage's election to make Additional Advances and/or to take any above action or actions on Mortgage's election to make Additional Advances and/or to take any above action or actions on Mortgage's behalf, shall not constitute a waiver or forbearance by Mortgagee of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may repay to read to mortgagor's behalf,

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MORTGAGE (Continued)

together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the Note rate from the date of each such Advance until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage up to a maximum of two (2) times the face amount of the aforesaid Note.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of any and all present and future Indebtedness in favor of Mortgagee as may be outstanding from time to time, at any one or more times, and all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein up to a maximum principal amount outstanding at any one or more times, from time to time, not to exceed U.S. \$50,000,000.00, together with interest, costs, expenses, attorneys' fees and other fees and charges, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the mortgaged Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (a) utility service regarding the mortgaged Property, (b) cleaning, maintenance, repair, or similar services regarding the mortgaged Property, (c) refuse removal or sewer service regarding the mortgaged Property, (d) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the mortgaged Property, and/or (e) parking or similar services or rights regarding the mortgaged Property.

Options. Any and all present and future options to sell or to lease the mortgaged Property, or any interests therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the mortgaged Property, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof.

REPRESENTATIONS AND WARRANTIES CONCERNING RIGHTS. Mortgagor represents and warrants that: (a) Mortgagor is and/or will be the lawful owner of all of the Rights; (b) Mortgagor has the right to collaterally assign and pledge all such Rights to Mortgagee; (c) Mortgagor has not granted any previous security interests and has not otherwise encumbered any of Mortgagor's Rights; (d) to the extent applicable, all of Mortgagor's Rights that consist of or give rise to obligations of third parties, represent and/or will at all times continue to represent bona fide obligations of the obligors thereunder, free of any offset, compensation, deduction or counterclaim. The collateral assignment and pledge of Mortgagor's Rights are further binding upon Mortgagor, as well as Mortgagor's heirs, successors, representatives and assigns, and are legally enforceable in accordance with the foregoing terms and conditions. foregoing terms and conditions.

ADDITIONAL OBLIGATIONS OF MORTGAGOR WITH REGARD TO COLLATERALLY ASSIGNED AND PLEDGED RIGHTS. Mortgagor additionally agrees:

No Sale or Assignment of Rights. So long as this Mortgage remains in effect, Mortgagor will not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, or create or permit to exist any Encumbrance in or against any of Mortgagor's Rights, in favor of any person other than Mortgagee.

No Settlement or Compromise. Mortgagor shall not, without the prior written consent of Mortgagee, compromise, settle, adjust or extend payment under or with regard to any of Mortgagor's Rights subject hereto.

Books and Records. Mortgagor will keep proper books and records with regard to Mortgagor's business activities and the Rights, in accordance with generally accepted accounting principles, applied on a consistent basis throughout, which books and records shall at all reasonable times be open to inspection and copying by Mortgagee or its designated agents. Mortgagor's affairs and finances with Mortgagor's officers and representatives, at such reasonable times as Mortgagee may designate. may designate.

Notice to Obligors. Upon request by Mortgagee, Mortgagor will immediately notify individual obligors and debtors under Mortgagor's Rights, advising such obligors and debtors of the fact that their respective agreements and/or obligations have been collaterally assigned and pledged to Mortgagee. In the event that Mortgagor should fail to provide such notices for any reason upon request by Mortgagee, Mortgagor agrees that Mortgagee may forward appropriate notices to such obligors and debtors, either in Mortgagee's name or the name of Mortgagor. Mortgagee or Mortgagee's agents may periodically contact individual obligors and debtors to verify the amounts then owing under such obligations, to determine whether such obligors and debtors have any offsets or counterclaims against Mortgagor, and to inquire about such other matters as Mortgagee may deem necessary or desirable.

Protection of Rights. Mortgagor will at all times protect and preserve all of Mortgagor's Rights. Notice of Change of Names. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's name, including any change to the assumed business names of Mortgagor. Mortgagor will also promptly notify Mortgagee of any change in Mortgagor's social security number or employer identification number. Mortgagor further agrees to notify Mortgagee in writing prior to any change in address or location of Mortgagor's principal governance office.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default

PAGE

MORTGAGE

BOOK

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Default under the Indebtedness. Should Mortgagor default in the payment of principal or interest under any of the Indebtedness.

Default under this Mortgage. Should Mortgagor violate, or fail to comply fully with any of the terms and conditions of, or default under this Mortgage.

Default Under Other Agreements. Should any event of default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

Other Defaults in Favor of Lender. Should Mortgagor or any Guarantor default under any other loan, extension of credit, security agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Mortgagor or any Guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property, or Mortgagor's or any Guarantor's ability to perform their respective obligations under this Mortgage, or any Related Document, or pertaining to the Indebtedness.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Should proceedings for the dissolution or appointment of a liquidator of Mortgagor or any Guarantor be commenced.

Failure to Pay Additional Advances. Should Mortgagor fail to pay any Additional Advance, together with interest thereon, as provided in this Mortgage, upon demand by Lender.

False Statements. Should any representation or warranty of Mortgagor or any Guarantor made in connection with the Indebtedness prove to be incorrect or misleading in any respect.

Insecurity. Should Lender deem itself to be insecure with regard to repayment of the Indebtedness.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Events of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall have the additional right, again at its sole option, to declare the aforesaid Note to be immediately due and payable, in principal, interest, costs and attorney's fees. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the mortgaged Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Mortgaged Property. In the event that Mortgage elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the mortgaged Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

default, all of which are expressly waived. Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, up to the full amount of the Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon , up to a maximum of two (2) times the face amount of the aforesaid Note. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (b) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Keeper. Should any or all of the mortgaged Property be seized as an incident to an action for the

Keeper. Should any or all of the mortgaged Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the mortgaged Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided herein.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Events of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid



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Loan	No	1233000632

MORTGAGE (Continued)

Page 8

Rights may be without appraisement, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the mortgaged Property, or any part or parts thereof, in lieu of payment of the Indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and

Specific Performance. Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

Cumulative Remedies. Mortgagee's remedies as provided herein shall be cumulative in nature and nothing under this Mortgage shall be construed as to limit or restrict the options and remedies available to Mortgagee following any Event of Default, or to in any way limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any guarantor, surety or endorser of the Indebtedness, or to proceed against other collateral directly or indirectly securing any such Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Events of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgagee, immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

With regard to Mortgagor's Hights and any and all proceeds and/or payments applicable thereto. Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagor or Mortgagee.

hereby, either in the name of Mortgagor or Mortgagee. PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the mortgaged Property and/or Mortgagor's Rights collaterally assigned and pledged hereunder. Mortgagor agrees to appear in and to defend all actions or proceedings purporting to affect Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee hereunder. In the event that Mortgagor fails to do what is required of it under this Mortgage, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgagee's security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing Mortgagor from any of its obligations under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalf as provided herein. Should the reappraisal of the mortgaged Property occur, whether to comply with appropriate regulatory requirements or otherwise, Mortgagor agrees to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGEE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgagee hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENTS. Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee. Mortgagor further agrees to execute whatever acknowledgments, and to furnish Mortgagee with such other security, as Mortgagee may require prior to the date on which repayment under the aforesaid pledged Note may be or become barred by any applicable statute of limitations or prescriptive period.

barred by any applicable statute of limitations or prescriptive period. INSPECTION; AUDITS. Mortgagee and its agents may periodically enter upon Mortgagor's premises at reasonable hours and inspect the mortgaged Property. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the mortgaged Property, the foregoing Rights and any part or parts thereof. APPLICATION OF PAYMENTS. Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the Indebtedness or under this Mortgage, shall be applied: first, to reimburse Mortgagee for its costs of collecting the same (including but not limited to, reimbursement of Mortgagee's reasonable attorney's fees); second, to the repayment of interest on all Additional Advances that Mortgagee may have made on Mortgagor's behalf pursuant to this Mortgage; third, to interest on the Indebtedness then outstanding, which may be applied in such order and priority as Mortgagee may determine within its sole discretion.



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MORTGAGE (Continued)

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed upon Mortgagee as a result of this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage: Waivers. In granting this Mortgage, Mortgagor waives any homestead and other exemptions from seizure with regard to the mortgaged Property to which Mortgagor may be entitled under the laws of the State of Louisiana.

of the State of Louisiana. Effect of Waivers. Any failure or delay on the part of the Mortgagee to exercise any of the rights and remedies granted under this Mortgage, or under Mortgagor's pledge agreement or agreements, or under Mortgagor's pledged Note, or under any other agreement or agreements by and between Mortgagor and Mortgagee, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee's hall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter of Mortgagee to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgagee, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgager. A waiver or forbearance as to any other or subsequent default. Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements

Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements under this Mortgage shall be binding upon Mortgagor's successors, heirs, legatees, devisees, administrators, executors and assigns. In the event that there is more than one Mortgagor under this Mortgage, all of the agreements and obligations made and/or incurred by Mortgagors under this Mortgage shall be on a "solidary" or "joint and several" basis. Mortgagors further agree that any Mortgagor acting alone and/or with others may request and obtain loan advances and other extensions of credit secured by the pledge of the aforesaid Note, and thereby indirectly secured by this Mortgage, without the further agreement and concurrence of all of the Mortgagors.

Caption Headings. Caption headings of the sections of this Mortgage are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Mortgage, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Louisiana.

Severability. If any provision of this Mortgage is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Mortgage and the balance of this Mortgage shall be interpreted as if the deleted provision never existed.

Sole Discretion of Mortgagee. Whenever Mortgagee's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Mortgagee, and Mortgagee's decision shall be final and conclusive.

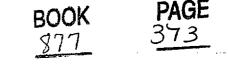
WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

POSSESSION OF PLEDGED NOTE. The parties to this Mortgage hereby agree that Mortgagor's possession of the aforesaid Note, at any time and for any reason, shall not have any effect upon the continued validity and/or enforceability of this Mortgage, and that Mortgagor may pledge and repledge the aforesaid Note, from time to time, one or more times, within Mortgagor's sole election and discretion, whether to Mortgage or to any subsequent holder or holders of the aforesaid Note.

INTERVENTION. AND NOW, INTO THIS MORTGAGE INTERVENES JARROD P GOUDEAU, a resident of TANGIPAHOA Parish, LA, who accepts this Mortgage on behalf of Lender and any future holder(s) of the Note.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

MORTGAGÓR: MAURIN III By Carles AM 1 es RENEE ROBERTS MAURIN Х MORTGAGE



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	02-18-2000 Loan No 1233000632	MORTGAGE (Continued)		Pag	æ 10
-		INTERVENOR MORTGAGEE:	ON	BEHALF	OF
-	· · · · · ·	JARROD P G	A OUDEA	u	
	ASER PRO Dag ILS Dat 2 TH OK V	ANOTARY PUBLIC			
'	MAURIN.LN]	er. 3.27a (c) 2000 CFI ProServices, Inc. and National Compliance, Inc. All rights reserved. [L	LA-G08 E3.27	7 F3.27 P3.27	

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EXHIBIT "A"

TRACT 1.

A certain tract or parcel of land situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 deg. 14 min. 56 sec. East 766.26 feet; thence South 88 deg. 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U. S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated January 25, 2000, a copy of which is attached hereto and made a part hereof.

TRACT 2.

A certain tract or parcel of land lying in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

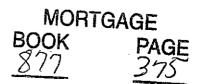
Commencing at a point which is 2765.015 feet North 46 deg. 39 min. 55 sec. West of the Southeast Corner of Section 21, Township 6 South, Range 8 East; thence North 00 deg. 14 min. 56 sec. West 387.45 feet; thence North 85 deg. 12 min. 43 sec. West 247.38 feet; thence South 00 deg. 14 min. 56 sec. East 386.16 feet; thence South 84 deg. 54 min. 56 sec. East 247.5 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc.

ROBERT A. MAURIN, III, individually And as agent for RENEE' ROBERTS MAURIN

"Ne Varietur" for identification with an act

of Collateral Mortgage passed before me this

18th day of February, 2000. AVIGNE, Notary Public



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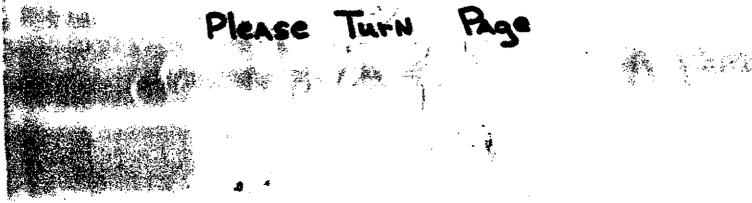
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INTENTIONALLY



Book: 877 Page: 365 File Number: 557717 Seq: 12

STATE OF LOUISIANA

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS,

That I, RENEE ROBERTS MAURIN, of the full age of majority and a resident of Tangipahoa Parish, Louisiana, do hereby make, name, constitute and appoint:

ROBERT A. MAURIN, III

my true and lawful Attorney-in-Fact, for me, and in my name, place and stead to execute the collateral mortgage, collateral mortgage note in the amount of \$300,000.C0security agreement, hand note, and any other documents necessary and proper in connection with a loan at Peoples Bank of Louisiana, Hammond, Louisiana, granting as security for said loan a mortgage against my undivided interest in the following described property.

PARCEL 1:

A certain tract of land commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, in the Parish of Tangipahoa, State of Louisiana, measure South 946 feet; thence West 462 feet; thence North 946 feet; thence East 462 feet to the place of beginning; less and except therefrom that portion sold amounting to 1.7 acres leaving a tract of land comprising 8.3 acres.

A strip of land 50 feet wide by 464 feet long, more or less, located in the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, Parish of Tangipahoa, State of Louisiana, containing 0.53 acres, more or less.

Being the same property acquired by Seller by Act of Donation from Mary Robertson Prince, dated August 31, 1992, recorded at COB 748, page 811, Tangipahoa Parish, Louisiana.

Said property is further described by Current Survey as follows:

A certain tract or parcel of land situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiara, more particularly described as follows:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 de.g 14 min. 56 sec. East 766.26 feet; thence South 88 de.g 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U. S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated January 25, 2000

PARCEL 2:

A certain tract or parcel of land lying in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point which is 2765.015 feet North 46 deg. 39 min. 55 sec. West of the Southeast Corner of Section 21, Township 6 South, Range 8 East; thence North 00 deg. 14 min. 56 sec. West 387.45 feet; thence North 85 deg. 12 min. 43 sec. West 247.38 feet; thence South 00 deg. 14 min. 56 sec. East 386.16 feet; thence South 84 deg. 54 min. 56 sec. East 247.5 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc.

I further authorize my agent and attorney-in-fact to pledge the above collateral mortgage and note for the use and benefit of Robert A. Maurin, III, Renee' Roberts Maurin, and I give and grant unto my said Attorney-in-Fact full power and authority to sign all papers, mortgages, notes, and other documents, to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified with the same validity as I might myself do, were I personally present and acting for myself, and I hereby ratify and confirm whatever my said Attorney may do, and any acts that she has previously performed by virtue of this power.

Thus done and Passed on this ////// day of February, 2000, in the presence of the undersigned competent witnesses who have hereunto signed their names with appearers and me, Notary, after due reading of the whole.

WITNESS: Nichele Cur.

ROBER LAVIGNE Notary Public



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Tangipahoa Parish Recording Page

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Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

Received From :

MAGNOLIA STREET TITLE LLC 106 SOUTH MAGNOLIA STREET HAMMOND, LA 70403

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First MORTGAGOR

MAURIN, ROBERT A III

First MORTGAGEE

STATE BANK & TRUST CO

Index Type : Mortgages

Type of Document : Mortgage

Recording Pages :

17

Recorded Information

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

Deplity Derk

File Number: 747436

Page : 511

Book: 1600

On (Recorded Date) : 04/03/2007

At (Recorded Time): 8:39:08:000 AM



Doc ID - 008945370017

SCANNED

Return To :

Do not Detach this Recording Page from Original Document

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J

MULTIPLE INDEBTEDNESS MORTGAGE

Borrower:

P. O. Box 1457 Hammond, LA 70404-1457

Jamestown, Inc. (TIN:

Mortgagee: State Bank & Trust Company Hammond 1200 Derek Drive Suite 101 Hammmond, LA 70403 (985) 419-2287

Mortgagor: Robert A. Maurin, III (SSN: P.O. Box 1457 Hammond, LA 70404-1457

MULTIPLE INDEBTEDNESS MORTGAGE

BY: Robert A. Maurin, III

IN FAVOR OF:

State Bank & Trust Company

And Any Future Holder or Holders

BE IT KNOWN, that on March 30, 2007;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

ROBERT A MAURIN, III, (S.S. **# Construction** a person of the full age of majority and resident of Tangipahoa Parish, Louisiana, married but once and then to Renee Roberts Maurin, from whom he is legally divorced, currently single, who declared his current mailing address to be P.O. Box 1457, Hammond, LA 70404;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

The word "Indebtedness" as used in this Mortgage means individually, INDEBTEDNESS. collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Borrower or Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under a certain commercial loan agreement dated March 30, 2007 and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a Note dated March 30, 2007, in the principal amount of \$416,385.00, from Borrower to Mortgagee, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Borrower's or Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Borrower or Mortgagor and liabilities that Borrower or Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or

AMERICA STATE OF LOUISIANA PARISH OF TANGIPAHOA

UNITED STATES OF

MULTIPLE INDEBTEDNESS MORTGAGE

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(Continued)

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otherwise secured or unsecured, whether Borrower or Mortgagor are obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any such Indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever. Notwithstanding any other provision of this Mortgage, the maximum amount of Indebtedness secured hereby shall be limited to \$50,000,000.00.

GRANTING OF MORTGAGE. And now, in order to secure the prompt and punctual payment and satisfaction of the Indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property located in Tangipahoa Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as Section 21, Township 6 South, Range 8 East, Hammond, LA.

MORTGAGE SECURING FUTURE INDEBTEDNESS. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing Borrower's Indebtedness that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Borrower's Indebtedness may be requested or extended. Borrower's additional loans will automatically be secured by this Mortgage without the necessity that Mortgagor agrees or consents to such a result at the time additional loans are made and that the note or notes evidencing such additional loans reference the fact that such notes are secured by this Mortgage. Mortgagor understands that Mortgagor may not subsequently have a change of mind and insist that Borrower's additional loans not be secured by this Mortgage unless Mortgagee specifically agrees to such a request in writing.

DURATION OF MORTGAGE. This Mortgage will remain in effect until (A) all of the Indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional Indebtedness; and (B) Mortgagor cancels this Mortgage by filing a written cancellation instrument signed by Mortgagee. When all of the indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Mortgagor may request Mortgagee to sign such a written cancellation instrument by writing Mortgagee at the above address or at such other address as Mortgagee may advise. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request, or such longer time as may be necessary for Mortgagee to verify that all conditions precedent for mortgage cancellation have been satisfied.

PROHIBITIONS REGARDING PROPERTY. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (A) Mortgagor is and will continue to be the lawful owner of the Property; (B) Mortgagor has the right to mortgage the Property to Mortgagee; (C) as of the time this Mortgage is recorded, there are no Encumbrances affecting the Property; (D) the security rights and interest granted under this

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgagee's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (1) repairing or restoring the lost, damaged or destroyed Property; or (2) reducing the then outstanding balance of the Indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Mortgagee. Furthermore, unless otherwise confirmed by Mortgagee in writing, the application or release of any insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Mortgagor agree that Borrower's and Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the Property or any part or parts thereof. Mortgagor shall not permit the Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance with Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Property and its use.

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Compliance With Environmental Laws. Mortgagor represents and warrants to Mortgagee that: (1) During the period of Mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged to and acknowledged by Mortgagee in writing, (a) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous

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Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Mortgagor authorizes Mortgagee and its agents to enter upon the Property to make such inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Property for Hazardous Substances. Mortgagor hereby (1) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

ERISA. Mortgagor represents and warrants to Lender that the granting of this Mortgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the ERISA.

Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or alter any building(s) or other improvements to or upon the Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the Property. Mortgagee may condition its consent to permit Mortgagor to demolish or to remove such improvements, fixtures and/or other property upon Mortgagor's agreement to replace the same with new improvements and/or fixtures of at least equal value then satisfactory to Mortgagee.

Abandonment of Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the Property and the sidewalks and curbs adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage:

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of Mortgagor's obligations under any prior Encumbrances affecting the Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgagee in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans or other extensions of credit from any third party creditor or creditors whenever such additional loan advances or other extensions of credit may be directly or indirectly secured, whether by cross-collateralization or otherwise, by the Property, or any part or parts thereof, with possible preference and priority over the lien of this Mortgage.

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics,

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the Property as Mortgagee may deem to be necessary and proper within its sole discretion.

Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Lender to make any such Additional Advances or to take any of the above actions on Grantor's behalf, or as making Lender in any way responsible or liable for any loss, damage or injury to Grantor, or to any other person or persons, resulting from Lender's election not to advance such additional sums or to take such action or actions. In addition, Lender's election to make Additional Advances and/or to take the above actions on Grantor's behalf shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the rate of interest provided under the above referenced promissory note or at the legal rate of interest provided under applicable law, whichever is greater from the date of each such Advance until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage.

DEPOSIT ACCOUNTS. As additional collateral security for repayment of the Indebtedness,

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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(with the exception of any indebtedness under a consumer credit card account), and to the extent permitted by law, Mortgagor is granting Mortgagee a continuing security interest in any and all funds that Mortgagor may now and in the future have on deposit with Mortgagee or in certificates of deposit or other deposit accounts as to which Mortgagor is an account holder (with the exception of IRA, pension, and other tax-deferred deposits). Mortgagor further agrees that, to the extent permitted by law, Mortgagee may at any time apply any funds that Mortgagor may have on deposit with Mortgagee or in certificates of deposit or other deposit accounts as to which Mortgagor further agrees that, to the extent permitted by law, Mortgagee may at any time apply any funds that Mortgagor may have on deposit with Mortgagee or in certificates of deposit or other deposit accounts as to which Mortgagor is an account holder against the unpaid balance of the Indebtedness and any and all other present and future indebtedness and obligations that Borrower or Mortgagor may then owe to Mortgagee, in principal, interest, fees, costs, expenses, and reasonable attorneys' fees.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of, and all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (1) utility service regarding the Property, (2) cleaning, maintenance, repair, or similar services regarding the Property, (3) refuse removal or sewer service regarding the Property, (4) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the Property, and/or (5) parking or similar services or rights regarding the Property.

Options. Any and all present and future options to sell or lease the mortgaged Property or any interest therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the Property, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof.

REPRESENTATIONS AND WARRANTIES CONCERNING RIGHTS. Mortgagor represents and warrants that: (A) Mortgagor is and/or will be the lawful owner of all of the Rights; (B) Mortgagor has the right to collaterally assign and pledge all such Rights to Mortgagee; (C) Mortgagor has not granted any previous security interests and has not otherwise encumbered any of Mortgagor's Rights; (D) to the extent applicable, all of Mortgagor's Rights that consist of or give rise to obligations of third parties, represent and/or will at all times continue to represent bona fide obligations of the obligors thereunder, free of any offset, compensation, deduction or counterclaim. The collateral assignment and pledge of Mortgagor's Rights are further binding upon Mortgagor, as well as Mortgagor's heirs, successors, representatives and assigns, and are legally enforceable in accordance with the foregoing terms and conditions.

ADDITIONAL OBLIGATIONS OF MORTGAGOR WITH REGARD TO COLLATERALLY ASSIGNED AND PLEDGED RIGHTS. Mortgagor additionally agrees:

Prohibitions Regarding Property. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's

MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

No Settlement or Compromise. Mortgagor shall not, without the prior written consent of Mortgagee, compromise, settle, adjust or extend payment under or with regard to any of Mortgagor's Rights subject hereto.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Mortgagee to examine and audit Mortgagor's books and records at all reasonable times.

Notice to Obligors. Upon request by Mortgagee, Mortgagor immediately will notify individual obligors and debtors under Mortgagor's Rights, advising such obligors and debtors of the fact that their respective agreements or obligations have been collaterally assigned and pledged to Mortgagee. In the event that Mortgagor should fail to provide such notices for any reason upon Mortgagee's request, Mortgagor agrees that Mortgagee may forward appropriate notices to such obligors and debtors either in Mortgagee's name or in Mortgagor's name.

Protection of Rights. Mortgagor will at all times protect and preserve all of Mortgagor's Rights.

Notice of Change of Names. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's name, including any change to the assumed business names of Mortgagor. Mortgagor will also promptly notify Mortgagee of any change in Mortgagor's social security number or employer identification number. Mortgagor further agrees to notify Mortgagee in writing prior to any change in address or location of Mortgagor's principal office.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Mortgage:

Default Under Loan Agreement. If an Event of Default occurs or exists under the terms of Borrower's Loan Agreement in favor of Mortgagee.

Default Under the Note. Should Borrower or Mortgagor default in the payment of principal or interest under the Note or any of the Indebtedness.

Default Under this Mortgage. Should Mortgagor violate, or fail to comply fully with any of the terms and conditions of, or default under this Mortgage.

Default Under other Agreements. Should any default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

Other Defaults in Favor of Mortgagee. Borrower, Mortgagor, or any guarantor defaults under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Mortgagee.

Default in Favor of Third Parties. Should Borrower, Mortgagor, or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property or Borrower's or any Mortgagor's ability to repay the Indebtedness or perform their respective obligations under this Mortgage or any of the Related Documents.

Death. Borrower or Mortgagor, or any guarantor of the Indebtedness, dies.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Borrower or Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Borrower or Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Borrower's or Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Mortgagor or any guarantor are commenced.

Failure to Pay Additional Advances. Borrower or Mortgagor fails to pay any Additional

Advance, together with interest thereon, as provided in this Mortgage, upon Mortgagee's demand.

False Statements. Any warranty, representation or statement made or furnished to Mortgagee by Borrower or Mortgagor or on Borrower's or Mortgagor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insecurity. Mortgagee in good faith believes itself insecure with regard to repayment of the Indebtedness.

OTHER DEFAULTS. Borrower or Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagee and Borrower or Mortgagor.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Event of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Borrower or placing Borrower in default, all of which are expressly waived.

For purposes of foreclosure under Louisiana executory process Executory Process. procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgagee, up to the full amount of the Indebtedness in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives the following: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor further agrees that any declaration of fact made by authentic act before a Notary Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louisiana law and for purposes of La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, to the extent applicable.

Keeper. Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided in this Mortgage.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or

MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

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her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, as applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Event of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisement, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the Property, or any part or parts thereof, in lieu of payment of the Indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and election.

Specific Performance. Mortgagee may, in addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained in this Mortgage or in aid of the execution or enforcement of any power in this Mortgage granted.

Election of Remedies. Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies, whether evidenced by this Mortgage or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgager under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee following an Event of Default, or in any way to limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser of the Indebtedness, and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Event of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgagee, immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the obligors therefor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagor or Mortgagee.

PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the Property and/or Mortgagor's Rights collaterally assigned and pledged hereunder. Mortgagor agrees to appear in and to defend all actions or proceedings

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purporting to affect Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee hereunder. In the event that Mortgagor fails to do what is required of it under this Mortgage, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgagee's security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing Mortgagor from any of its obligations under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalf as provided herein. Should the reappraisal of the Property occur, whether to comply with appropriate regulatory requirements or otherwise, Mortgagor agrees to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgagee hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

Mortgagor agrees to execute all additional EXECUTION OF ADDITIONAL DOCUMENT. documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee.

INSPECTION OF PROPERTY. Mortgagee and Mortgagee's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Property wherever located.

AUDITS. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the Property, the foregoing Rights and any part or parts thereof.

APPLICATION OF PAYMENTS. Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the Indebtedness or under this Mortgage, including, but not limited to, the net proceeds of any judicial or other sale, of any charter, management or other use of the Property by Mortgagee, of any claim for damages to the Property and of any insurance proceeds received by Mortgagee (except to the extent that such insurance proceeds are to be paid to Mortgagor pursuant to any other provisions of this Mortgage) shall be held and applied by Mortgagee from time to time in accordance with the terms of the Note.

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed upon Mortgagee as a result of this Mortgage.

ADDITIONAL REPRESENTATIONS AND WARRANTIES. Mortgagor further represents, warrants and covenants that:

Authorization. Mortgagor's execution, delivery, and performance of this Mortgage and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Mortgagor or (2) any law, governmental regulation, court decree, or order applicable to Mortgagor or to Mortgagor's properties.

Consents and Approvals. If notice to or the consent or approval of any governmental body or authority, or any third party (including without limitation, any other creditor of Mortgagor) is now or any time hereafter required in connection with the execution, delivery and performance by Mortgagor of this Mortgage, then (1) with respect to all currently applicable requirements, such notice has been given and consent or approval obtained by Mortgagor prior to the execution hereof and written evidence thereof has been concurrently herewith delivered to Mortgagee, and (2) with respect to such requirements that shall at any time hereafter be imposed or become applicable, such notice will be given and such consent or approval will be obtained by Mortgagor prior to the time such failure to do so

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will constitute a violation of law or result in any breach, default or failure by Mortgagor under any contract or instrument, and written evidence thereof will at such time be delivered to Mortgagee.

Further Covenants. Mortgagor further represents, warrants and agrees that: (1) Mortgagor has agreed and consented to grant the security interest provided herein to secure payment of Borrower's Indebtedness in favor of Mortgagee at Borrower's request and not at the request of Mortgagee; (2) Mortgagor will receive and/or has received a direct or indirect material benefit from the transactions contemplated herein and/or arising out of Borrower's Indebtedness; (3) Mortgagor has established adequate means of obtaining information from Borrower on a continuing basis with regard to Borrower's financial condition; and (4) Mortgagee has made no representations to Mortgagor as to the creditworthiness of Borrower. Mortgagor agrees to keep adequately informed of any facts, events or circumstances which might in any way affect Mortgagor's risks with regard to Borrower's Indebtedness. Mortgagor further agrees that Mortgagee shall have no obligation to disclose to Mortgagor any information or material relating to Borrower's Indebtedness.

ADDITIONAL WAIVERS. In granting this Mortgage, Mortgagor waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Property to which Mortgagor may be entitled under the laws of the State of Louisiana. Mortgagor is also waiving the production of Mortgage, Conveyance and any and all other Certificates and relieves and releases the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. No amendment, modification, consent or waiver of any provision of this Mortgage, and no consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Mortgagee, and then shall be effective only as to the specific instance and for the specific purpose for which given.

Arbitration. Borrower and Mortgagor and Mortgagee agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of or foreclose upon any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Effect of Waivers. Any failure or delay on the part of the Mortgagee to exercise any of the rights and remedies granted under this Mortgage or under any other agreement or agreements by and between Borrower or Mortgagor and Mortgagee, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Borrower or Mortgagor of any of the provisions, warranties, terms and conditions

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contained herein or in any other agreement, document or instrument now or hereafter executed by Borrower or Mortgagor and delivered to Mortgagee, shall not waive, affect, or diminish the rights of Mortgagee to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgagee, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance on the part of Mortgagee as to one Event of Default shall not constitute a waiver or forbearance as to any other or subsequent default.

Successors and Assigns Bound; Solidary Liability. Mortgagor's obligations and agreements under this Mortgage shall be binding upon Mortgagor's successors, heirs, legatees, devisees, administrators, executors and assigns. In the event that there is more than one Mortgagor under this Mortgage, all of the agreements and obligations made and/or incurred by Mortgagors under this Mortgage shall be on a "solidary" or "joint and several" basis.

Governing Law. This Mortgage will be governed by federal law applicable to Mortgagee and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Mortgage has been accepted by Mortgagee in the State of Louisiana.

Severability. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Mortgage shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Mortgage shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Mortgage, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

OTHER PROVISIONS: ADDITIONAL DISPUTE RESOLUTION AND ADDITIONAL ARBITRATION PROVISIONS. I and Lender ("We") will first attempt to settle any controversy, claim or dispute ("Dispute") by good faith negotiation between us. If negotiation fails, then we agree to one day of mediation, by a mediator mutually agreed upon by us. If the Dispute is still not settled, then we agree to arbitrate the Dispute under the Arbitration provisions herein. The arbitrator may award any damages or relief available in a court of law or equity and will follow the judicial precedents including evidentiary rules and statutes of limitation followed in the United States District Courts in Mississippi. The arbitration shall be done by one arbitrator, who will be selected as follows: We will request from the American Arbitration Association ("AAA") a panel of five (5) qualified arbitrators, and each party within two weeks will strike two from the list. The remaining member of the panel so selected shall serve as arbitrator. If said designee declines the engagement, then the process will be repeated until an arbitrator is named and accepts. The arbitration shall be conducted in accordance with the rules of arbitration of the AAA then applicable for Arbitration of Commercial Disputes to the extent that they do not conflict with the terms of this Agreement, and further the arbitration shall not be required to be administered by the AAA. All proceedings arising out of this Agreement shall be private. The Parties shall not make known any documents or information received in connection with the arbitration proceedings, except as required in a later judicial or regulatory proceeding or examination. Before disclosing information received during arbitration, a party shall notify the other party in writing of its planned disclosure and the exception allowing the disclosure. The notifying party shall also provide the other party with a reasonable opportunity to stop or limit The Lender will advance all initial cost and fees associated with the cost of disclosure. arbitration. The arbitrator shall assess the fees and costs as appropriate. The arbitration shall be held in either the City of Greenwood, City of Jackson, City of Brookhaven, City of McComb, Mississippi or City of Baton Rouge, La. 1 UNDERSTAND THAT I AM AGREEING TO RESOLVE ANY DISPUTE BY MEDIATION OR BINDING ARBITRATION RATHER THAN IN COURT. THIS ARBITRATION AGREEMENT AS NOTED COVERS THIS NOTE AND ALL PRE-EXISTING, PRESENT AND FUTURE INDEBTEDNESS WITH STATE BANK & TRUST COMPANY.

Borrower(s)'s Acknowledgement by Initialing:

Cosigner(s)'s Acknowledgement by Initialing:

Guarantor(s)'s Acknowledgement by Initialing:

MULTIPLE	INDEBTEDNESS	MORTGAGE
	(Continued)	

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Grantor(s)'s	Acknowledgement by Initialing:	
Granitor(s) s	Acknowledgement by initiality.	

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WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.):

Additional Advance. The words "Additional Advance" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Mortgage.

Borrower. The word "Borrower" means Jamestown, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Encumbrance. The word "Encumbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the default section of this Mortgage.

GAAP. The word "GAAP" means generally accepted accounting principles.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes all amounts identified in the Indebtedness section of this Mortgage.

Mortgage. The word "Mortgage" means this Multiple Indebtedness Mortgage as this Multiple Indebtedness Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means State Bank & Trust Company, Mortgagee's successors and assigns, and any future holder or holders of the indebtedness or any interest therein.

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Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably Robert A. Maurin, III, as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means the note or credit agreement dated March 30, 2007, in the principal amount of \$416,385.00 from Jamestown, Inc. to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Property. The word "Property" means all of Mortgagor's right, title and interest in and to all the Property as described in the "Granting of Mortgage" section of this Mortgage.

Real Property. The words "Real Property" mean the real immovable property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES: NERS AURCE Witness

MORTGAGOR:

Robert A. Maurin, III

16 **NOTARY PUBLIC**

LA Bar/Notary ID No. 10332

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EXHIBIT "A" TO MULTIPLE INDEBTEDNESS MORTGAGE BY ROBERT A. MAURIN, III DATED MARCH 20, 2007

LEGAL DESCRIPTION OF PROPERTY:

TRACT I: A certain piece or parcel of land situated in Section 21, T6S, R8E, in the Parish of Tangipahoa, State of Louisiana, being more particularly described as follows, to-wit:

Point of Beginning is West 855 feet and South 0 deg. 45 min. East 385 feet from the Northeast Corner of the Southeast Quarter of Section 21, T6S, R8E; thence proceed North 0 deg. 45 min. West 350.74 feet; thence South 88 deg. 49 min. West 470 feet; thence South 0 deg. 04 min West 342.63 feet; thence North 89 deg. 50 min. East 474.93 feet back to the Point of Beginning, all as per survey of Gilbert Sullivan, Reg. Land Surveyor, dated February 6, 2003.

Being the same property acquired by Robert A. Maurin, III, from Utica Rental Systems, Inc. by deed dated February 6, 2003, recorded at COB 954, page 579, Tangipahoa Parish, Louisiana.

TRACT II. A certain tract of land which is 2765.015 feet North 46 deg. 39 min. 55 sec. West of the Southeast corner of Section 21, T6S, R8E, Tangipahoa Parish, Louisiana; thence North 00 deg. 14 min. 56 sec. West 387.45 feet; thence North 85 deg. 12 min. 43 sec. West 247.38 feet; thence South 00 deg. 14 min. 56 sec. East 386.16 feet; thence South 84 deg. 54 min. 56 sec. East 247.5 feet to the Point of Beginning of the tract herein described, containing 2.188 acres in all.

Being the same property acquired by Robert A. Maurin, III and Renee Roberts Maurin from T. C. Gardner White by deed dated January 13th, 2000, at COB 891, page 44, and further by Robert A. Maurin, III by Partition of Community Property dated October 9, 2002, recorded at COB 948, page 769, Tangipahoa Parish, Louisiana.

TRACT III. A certain tract of land commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, in the Parish of Tangipahoa, State of Louisiana, more particularly described as follows, to-wit:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 deg. 14 min. 56 sec. East 76.26 feet; thence South 88 deg. 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U.S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Survyeors, dated January 25, 2000.

Being the same property acquired by Robert A. Maurin, III and Renee Roberts Maurin from Esmond Drott and Henry R. Drott by act of sale dated February 18, 2000, recorded at MOB 892, page 346, and further by Robert A. Maurin, III by Partition of Community Property dated October 9, 2002, recorded at COB 948, page 769, Tangipahoa Parish, Louisiana.

TRACT IV:

A certain piece or parcel of land situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point which is West 679 feet and South 40 feet from the Northeast Corner of the Northwest Quarter of the Southeast Quarter of Section 21, T6S, R8E, thence proceed East 217 feet; thence South 727 feet to the Point of Beginning, from said Point of Beginning proceed South 179 feet; thence West 123 feet; thence South 196 feet; thence West 94 feet; thence North 397 feet; thence South 84 deg. 12 min. East 218.1 feet back to the Point of Beginning, containing 1.369 acres.

APPEARANCE:

ROBERT A. MAURIN, III, (S.S. **Construction** a person of the full age of majority and resident of Tangipahoa Parish, Louisiana, married but once and then to Renee Roberts Maurin, from whom he is legally divorced, currently single, who declared his current mailing address to be P. O. Box 1457, Hammond, LA 70404.

î

Tangipahoa Parish Recording Page

Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

Received From : MAGNOLIA STREET TITLE LLC	
106 SOUTH MAGNOLIA STREET	
HAMMOND, LA 70403	
First MORTGAGOR	
MAURIN, ROBERT A III	
First MORTGAGEE	
TO THE PUBLIC	
_	
Index Type : Mortgages	File Number: 778641
Type of Document : Cancellation - Mortgage Book	
	Book: 1733 Page: 651
Recording Pages: 3	
Recorded	Information
I hereby certify that the attached document was filed for Tangipahoa Parish, Louisiana	registry and recorded in the Clerk of Court's office for
Tangipanua Pansh, Luuisiana	
	Jun Farming
	Depúty Clerk
On (Recorded Date) : 04/17/2008	
At (Recorded Time) : 11:23:12:000 AM	
Doc ID - 009282390003	

S(C/MMILD)

Return To :

Do not Detach this Recording Page from Original Document

877-365 nargho Nagnaho Shiet Tiste COLLATERAL MORTGAGE NOTE U.S. \$300,000.00 February 18, 2000

February 18, 2000 HAMMOND, Louisiana

ON DEMAND, THE UNDERSIGNED, WHETHER ONE OR MORE, JOINTLY, SEVERALLY AND SOLIDARILY PROMISE TO PAY TO THE ORDER OF BEARER, AT THE OFFICES OF PEOPLES BANK OF LOUISIANA, P. O. BOX 669, 201 WEST OAK ST., AMITE, LA 70422, THE PRINCIPAL SUM OF THREE HUNDRED THOUSAND & <u>00/100 DOLLARS (</u>U.S. \$300,000.00), FOR VALUE RECEIVED, WITH INTEREST THEREON AT THE RATE OF 18.00 PERCENT PER ANNUM FROM DATE UNTIL PAID.

In case this Note should be placed in the hands of an attorney or attorneys to institute legal proceedings to recover the amount hereof, or any part or parts hereof, in principal or interest, or to protect the interests of the holder hereof, or in case the same should be placed in the hands of an attorney or attorneys for collection, compromise or other action, the undersigned hereby jointly, severally and solidarily bind themselves to pay the fees of the attorney or attorneys who may be employed for that purpose, which fees are hereby fixed at 25.000% of the amount then due and owing under this Note.

The maker(s) of this Note and all endorsers, guarantors and sureties hereon hereby severally waive presentment for payment, notice of nonpayment, protest, notice of protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves jointly, severally and solidarily, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs and attorneys' fees. Furthermore, no discharge or release of any collateral securing this Note or any delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights, or to otherwise diminish or release such collateral.

This Note is secured by a Collateral Real Estate Mortgage dated February 18, 2000, executed by the undersigned in favor of <u>PEOPLES BANK OF</u> LOUISIANA and any future holder or holders of this Note, with this Note being paraphed "Ne Varietur" for identification with said Collateral Real Estate Mortgage by the Notary Public before whom said Mortgage was passed.

MAKER: RENEE ROBERTS MAURI NE VARIETUR For Identification with an Act of Collateral Mortgage of e-me-on the 18th-day of February 2000 app A 4 200 'E. LAVIGN **VOTARY PUBLIC**

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.27a (c) 2000 CFI ProServices, Inc. and National Conditioner In Frontier reserved. [LA-D24 E3.27 F3.27 P3.27 MAURIN.LN]

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GARY STANGA CHIEF DEPUTY ALISON CARONA CHIEF FINANCIAL OFFICER Tangipaboa Parish Clerk of Court

JULIAN E. DUFRECHE, CLERK OF COURT P.O. BOX 667 • AMITE, LOUISIANA 70422

> Amite (985) 748-4146 Fax (985) 748-6503 www.TangiClerk.org

REQUEST TO CANCEL

In accordance with the provisions of La. C. C. Article 3366, the Recorder of Mortgages for Tangipahoa Parish Louisiana is hereby requested and directed to cancel the recordation of the following described mortgage or privilege:

(🖾)	Mortgage granted by Renee R. Maurin and Robert A. Maurin III
	In favor of Peoples Bank of Louisiana
	In the sum of \$300,000.00, dated February 18, 2000
	Recorded in MOB <u>877</u> , folio <u>365</u> , Instrument Number <u>557717</u> .
(\Box)	Judgment in favor of
	Against
	In the sum of, dated
	Recorded in MOB, folio, Instrument Number
()	Other
	In the sum of, dated
	Recorded in MOB, folio, Instrument Number
This Re	equest to Cancel is based on the following:
	check the appropriate box and attach documentation.
(🛛) N	ote-Original Promissory Note Attached- "Paid" or "Cancelled" (LA R.S. 44:107 A(1);

(D) Release of Unparaphed Obligation- Original Obligee or Assignee (LA R.S. 44:106);

- ([]) Release by Licensed Financial Institution (LA R.S. 44:109A);
- (D) Affidavit of Lost Note by Notary (LA R.S. 9:5167E);
- () Release by Notarial Act with Paraph (LA R.S. 44:107 A(2);
- (D) Affidavit to Cancel by Title Insurance Officer (LA R.S. 9:5167.1);
- () Certificate by Sheriff, Marshall in judicial sale or Court Order (LA R.S. 44:108);
- (D) Order of Discharge in Bankruptcy (LA R.S. 44:111C);
- Effect of mortgage or privilege has ceased for lack of reinscription (CC Art. 3367)
 *Mortgage Certificate required to be attached;
- ([]) No suit or motion to revive previously reinscribed judicial mortgage (CC Art. 3368)
 *Clerk's Civil Certificate required to be attached;
- (
) Other: _____

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of Louisiana law.

(□) Attached is my check/cash in the amount of \$ _____ in payment of fees to effect the above requested cancellation.
 (□) Please charge my Account Number <u>753</u>.

Date: April 16, 2008

Signature:

Printed Name: <u>Kelly Martin</u> Company Name: <u>Magnolia Street Title</u> Title: <u>Assistant</u> Address: <u>P.O. Drawer 1509</u> <u>Hammond, LA 70404</u> Telephone No: <u>985-429-1832</u>

STP 7/06

OUR COMMITMENT TO EXCELLENCE AND CONTINUED IMPROVEMENT IS THE FOUNDATION UPON WHICH WE SERVE THE PUBLIC AND WORK IN PARTNERSHIP WITH THE COMMUNITY Page 1 of 2 Page 1 of 2

PARISH OF TANGIPAHOA

NOTARIAL ACT OF CORRECTION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, personally came and appeared:

MARY E. LAVIGNE, a person of the full age of majority and a resident of Tangipahoa Parish, Louisiana;

who declared that on March 30, 2007, a Multiple Indebtedness Mortgage was passed before her in her capacity as Notary Public, in which Robert A. Maurin, III, Mortgagor mortgaged in favor of State Bank & Trust Company, Mortgagee, several tracts of land in Section 21, T6S, R8E, Tangipahoa Parish, Louisiana, including "Tract III", which property is more fully described in said act. The Multiple Indebtedness Mortgage was recorded on April 3, 2007, in MOB 1600, page 511, as Instrument No. 747436 of the records of Tangipahoa Parish, Louisiana.

A typographical error was committed in the preparation of the Legal Description in said Multiple

Indebtedness Mortgage in that Tract III was erroneously described as follows:

TRACT III. A certain tract of land commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, in the Parish of Tangipahoa, State of Louisiana, more particularly described as follows:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 deg. 14 min. 56 sec. East 76.26 feet; thence South 88 deg. 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U. S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated January 25, 2000.

Being the same property acquired by Robert A. Maurin, III and Renee Roberts Maurin from Esmond Drott and Henry R. Drott by act of sale dated February 18, 2000, recorded at **MOB** 892, page 346 and further by Robert A. Maurin, III by Partition of Community Property dated October 9, 2002, recorded at COB 948, page 769, Tangipahoa Parish, Louisiana.

when, in truth and in fact, Tract III should have been described as follows:

TRACT III. A certain tract of land commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, in the Parish of Tangipahoa, State of Louisiana, more particularly described as follows:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 deg. 14 min. 56 sec. East 766.26 feet; thence South 83 deg. 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U. S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated January 25, 2000.

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Now, wishing to take advantage of La. R.S. 35:2.1, and more particularly that provision permitting a notary public to file an affidavit of correction to correct a clerical error, Mary E. Lavigne, Notary Public, executes this act to amend and correct said Multiple Indebtedness Mortgage recorded in MOB 1600, page 511, as Instrument No. 747436 of the records of Tangipahoa Parish, Louisiana, so as to have the legal description read as follows:.

TRACT III. A certain tract of land commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, in the Parish of Tangipahoa, State of Louisiana, more particularly described as follows:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 deg. 14 min. 56 sec. East 766.26 feet; thence South 83 deg. 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U. S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Surveyors, dated January 25, 2000.

Being the same property acquired by Robert A. Maurin, III and Renee Roberts Maurin from Esmond Drott and Henry R. Drott by act of sale dated February 18, 2000, recorded at **COB** 892, page 346 and further by Robert A. Maurin, III by Partition of Community Property dated October 9, 2002, recorded at COB 948, page 769, Tangipahoa Parish, Louisiana

The Clerk of Court of Tangipahoa Parish, Louisiana, is hereby authorized and requested to make

mention of the within Act of Correction in the margin of the records at MOB 1600, page 511, Instrument

No. 747436 to serve as occasion may require.

THUS DONE AND SIGNED at Hammond, Louisiana, on this $\frac{16}{16}$ day of July, 2010, before the

undersigned competent witnesses and me, Notary, after due reading of the whole.

Vitoria Samon	Stary E. Pangu
Victoria Simuars	MARY E. LAVIGNE
Metinaleallau	
melissa Wallow Miller	MUL DTARY PUBLIC

Name of Notary : ____

Notary I.D. #: SANDRA F. PARADELAS NOTARY ID# 10360 MY COMMISSION IS FOR LIFE. Page 1 of 2 Page 1 of 2

PARISH OF TANGIPAHOA

NOTARIAL ACT OF CORRECTION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, personally came and appeared:

MARY E. LAVIGNE, a person of the full age of majority and a resident of Tangipahoa Parish, Louisiana;

who declared that on March 30, 2007, a Multiple Indebtedness Mortgage was passed before her in her capacity as Notary Public, in which Robert A. Maurin, III, Mortgagor mortgaged in favor of State Bank & Trust Company, Mortgagee, several tracts of land in Section 21, T6S, R8E, Tangipahoa Parish, Louisiana, including "Tract III", which property is more fully described in said act. The Multiple Indebtedness Mortgage was recorded on April 3, 2007, in MOB 1600, page 511, as Instrument No. 747436 of the records of Tangipahoa Parish, Louisiana.

A typographical error was committed in the preparation of the Legal Description in said Multiple

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Now, wishing to take advantage of La. R.S. 35:2.1, and more particularly that provision permitting a notary public to file an affidavit of correction to correct a clerical error, Mary E. Lavigne, Notary Public, executes this act to amend and correct said Multiple Indebtedness Mortgage recorded in MOB 1600, page 511, as Instrument No. 747436 of the records of Tangipahoa Parish, Louisiana, so as to have the legal description read as follows:.

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The Clerk of Court of Tangipahoa Parish, Louisiana, is hereby authorized and requested to make

mention of the within Act of Correction in the margin of the records at MOB 1600, page 511, Instrument

No. 747436 to serve as occasion may require.

THUS DONE AND SIGNED at Hammond, Louisiana, on this $\frac{16}{16}$ day of July, 2010, before the

undersigned competent witnesses and me, Notary, after due reading of the whole.

Vitoria Samon	Stary E. Pangu
Victoria Simuars	MARY E. LAVIGNE
Metinaleallau	
melissa Wallan Mul	MUL DTARY PUBLIC

Name of Notary : ____

Notary I.D. #: SANDRA F. PARADELAS NOTARY ID# 10360 MY COMMISSION IS FOR LIFE.

Tangipahoa Parish Recording Page

" Š 110 N	Julian E. Dufreche Clerk of Court P. O. Box 667 Jorth Bay Street, Suite 100 BATCH Amite, LA 70422 (985) 748-4146
Received From : OAK STREET TITLE	
First MORTGAGOR	
JAMESTOWN INC	
First MORTGAGEE	
TO THE PUBLIC	
_	—
Index Type : Mortgages	File Number : 883254
Type of Document : Amendment - Mortgage Boo	
Recording Pages: 2	Book : 2139 Page : 590
Re	corded Information
I hereby certify that the attached document was Tangipahoa Parish, Louisiana	filed for registry and recorded in the Clerk of Court's office for
On (Recorded Date) : 09/20/2012	
At (Recorded Time): 1:51:43:000 PM	
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Doc ID - 010437300002	
	SCANNED

Return To :

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STATE OF LOUISIANA

ACT OF AMENDMENT

PARISH OF TANGIPAHOA

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for Parish and State aforesaid, personally came and appeared:

ROBERT A. MAURIN, III, a major and resident of Tangipahoa Parish, Louisiana, having a permanent mailing address of P.O. Box 1457, Hammond, LA 70404.

Who declared as follows:

That Robert A. Maurin, III. executed a Multiple Indebtedness Mortgage in favor of State Bank & Trust Company on March 30, 2007, recorded at MOB 1600, page 511, Instrument No. 747436, Tangipahoa Parish, Louisiana.

That the "Borrower" in said mortgage was only Jamestown, Inc. Due to subsequent Cross-Collateralization of loans at State Bank & Trust Company, it has become necessary to name both Jamestown, Inc. and/or Robert A. Maurin, III as "Borrowers" in said Multiple Indebtedness Mortgage.

Therefore, in order to clarify the records, Robert A. Maurin, III. hereby declares that in truth and in fact it is his intention to name as Borrowers, both Jamestown, Inc. and Robert A. Maurin, III, in the Multiple Indebtedness Mortgage in favor of State Bank & Trust Company dated March 30, 2007.

Julian Dufreche, Clerk of Court, is hereby authorized to make mention of this Act of Amendment in the margin of his records at MOB 1600, page 511, Instrument No. 747436, to serve as occasion may require.

THUS DONE AND SIGNED at Hammond, Louisiana, on this 19th day of September, 2012, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

ROBERT A. MAURIN, III \mathcal{O} Ř. Martin Print Name 1ARY F VIGNE, NOTARY Notary I.D. No. 10332

	pahoa Parish Recording Page
	Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748 4146
<u> </u>	(985) 748-4146
Received From : STATE BANK	•
First MORTGAGOR	
MAURIN, ROBERTA III	
First MORTGAGEE	
STATE BANK & TRUST CO	
Index Type : MORTGAGES	File Number : 968905
Type of Document : REINSCRIBE - MO	
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Recording Pages: 2	L. L
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angipahoa Parish, Louisiana	was filed for registry and recorded in the Clerk of Court's office for
On (Recorded Date) : 09/06/2016	
At (Recorded Time): 9:59:59AM	
Doc ID - 012499990002	
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Parish of Tangipahoa, Clerk of Courts P. O. Box 667 Amite, LA 70422

RE: Multiple Indebtedness Mortgage Amount: \$416,385.00 In the Name of: Robert A Maurin, III Dated: March **20**, 2007

Dear Clerk:

Please re-inscribe the multiple indebtedness mortgage referenced below in your mortgage records and mail a copy of the re-inscription. I have enclosed a self addressed postage envelope for your convenience.

ъ.

Name of Mortgagor:	Robert A Maurin, III	
In Favor of:	State Bank & Trust Company (dba SB& Successor in Interest to First Bank	T Bank in AL)
Amount:	\$416,385.00	
Dated:	March 30, 2007	
Recordation:	File # 747436 Book #1600 Page #511	
For your records our return addr	ess is as follows:	•
State Bank & Trust Company Attention: Tracey Case P O Box 319 Brookhaven, Ms 39602		
	vices; if there are any additional charges, pl	ease contact the undersigned at 601-833-
State Bank & Trust Company Tracey T. Case Loan Documentation Officer 601-833-3714		

<u>کر</u>

Tangipahoa Parish Recording Page

Gary T. Stanga Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

Received From : STELLAR TITLE LLC	
P O BOX 3063	· · · ·
HAMMOND, LA 70404-3063	
First MORTGAGOR	
MAURIN, ROBERT A III	
First MORTGAGEE	
STATE BANK & TRUST CO	
Index Type : MORTGAGES	File Number : 1044852
Type of Document : CANCELLATION	
	Book: 2862 Page: 759
Recording Pages : 4	
Recorde	ed Information
I hereby certify that the attached document was filed for re	egistry and recorded in the Clerk of Court's office for
Tangipahoa Parish, Louisiana.	\wedge
	the free with
	Deputy Clerk

On (Recorded Date) : 02/20/2020

At (Recorded Time): 9:42:51AM



Doc ID - 013638830004

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Stellar Tille, LLC /600-511 2139-590 2509-867 THIS 26 DA 20 20 DY CLERK OF COURT

UNIFORM CANCELLATION AFFIDAVIT (FOR MORTGAGES AND VENDOR'S LIENS) As per La. R.S.: 9:5166

STATE OF LOUISIANA PARISH OF TANGIPAHOA

BE IT KNOWN THAT before me. the undersigned Notary Public, appeared: (Name), <u>VICE President</u> NIKKI L Foreman (Title) of STATE BANK & TRUST COMPANY (Name of Entity), its duly authorized agent hereinafter referred to as affiant, who after first being sworn declares that affiant is:

CHECK ONE BOX ONLY:

[] A notary public requesting cancellation under R.S. 9.5167(A)(1), herein declaring that affiant or someone under his direction did satisfy the promissory note, and that the affiant or someone under his direction (1) received the note marked "Paid in Full" from the last holder of the note, and that the note was lost or destroyed while in the affiant's custody; or (2) has confirmed that the last holder of the paraphed note received payment in full and sent the note but the note was never received, and that the affiant has made a due and diligent search for the note, the note cannot be located, and sixty days have elapsed since payment or satisfaction of the note.

[] A duly authorized officer of a Louisiana licensed title insurer as defined in R.S. 22:46 of the Louisiana Insurance Code, requesting cancellation under R.S. 9:5167(B)(1), herein declaring that all obligations secured by the mortgage or vendor's privilege have been satisfied, and that affiant has made a due and diligent search for the lost or destroyed instrument which was sufficient to cause a cancellation of the mortgage or vendor's privilege, that the lost or destroyed instrument cannot be located, and that sixty days have elapsed since payment or satisfaction of the secured obligation.

[] An authorized officer of a title insurance business, the closing notary public, or the attorney for the person or entity which made the payment requesting cancellation under R.S. 9:5167.1, herein declaring on behalf of the mortgagor or an owner of the property encumbered by the mortgage that the mortgagee provided a payoff statement with respect to the loan secured by the mortgage and that the mortgagee has received payment of the loan secured by the mortgage in accordance with the payoff statement, as evidenced by (1) a bank check, certified check, or escrow account check which has been negotiated by or on behalf of the mortgagee, or (2) other documentary evidence of the receipt of payment by the mortgagee, including but not limited to verification that the funds were wired to the mortgagee, that more than sixty days have elapsed since the date payment was received by the mortgage; and that the mortgagee has been given at least fifteen days notice in writing of the intention to execute and record an affidavit in accordance with R.S. 9:5167.1, with a copy of the proposed affidavit attached to the written notice. Affiant declares that he has attached all evidence required by law.

[] An obligee of record requesting cancellation under R.S. 9:5168, herein declaring that affiant is the obligee of record of the mortgage or vendor's privilege securing a paraphed promissory note and that the note has been lost or destroyed and cannot be presented; that the note is paid, forgiven, or otherwise satisfied; and that affiant has not sold, transferred, or assigned the note to any other person or entity. If affiant is not the Original Obligee of Record, but an Obligee of Record by recorded Assignment of the inscription to be cancelled, a list of recorded assignments is attached.

[] An obligee of record requesting release under R.S. 9:5169, declaring that affiant is herein acknowledging the satisfaction, releasing or acknowledging the extinction of the mortgage or privilege. If affiant is not the Original Obligee of Record, but an Obligee of Record by recorded Assignment of the inscription to be cancelled, affiant has attached a list of recorded assignments. JUDGMENTS OR LEGAL MORTGAGES MAY NOT BE CANCELLED USING THIS FORM.

[] An affiant requesting cancellation under R.S. 9:5170, herein declaring that he is attaching herewith

- [] The paraphed obligation marked "PAID" or "CANCELLED"; or
- [] An authentic act of release conforming to the requirements of R.S. 9:5170(A)(2).

[X] A duly authorized officer of a Licensed Financial Institution under R.S. 9:5172, herein declaring that the institution was the obligee or the authorized agent of the obligee of the obligation secured by the mortgage or privilege when the obligation was extinguished and that the secured obligation has been paid or otherwise satisfied or extinguished; or that the institution is the obligee or authorized agent of the obligee of the obligee of the recorder to cancel its recordation.

AFFIANT HEREBY EXPRESSLY REQUESTS, AUTHORIZES, AND DIRECTS, in accordance with the provisions of the applicable statute indicated by the checked box above and in accordance with the provisions of Civil Code Article 3366, that the Clerk of Court and ex officio Recorder of Mortgages for the Parish of Tangipahoa to:

[X] FULLY CANCEL, or

[] PARTIALLY CANCEL the following:

A mortgage or Vendor's privilege: Granted/Made by: Robert A Maurin, III In favor of: State Bank & Trust Company in the Amount of up to \$50,000,000.00 (MIM) Instrument dated March 30, 2007 Recorded in Tangipahoa Parish; Recorded in MOB 1600 FOLIO 511, INSTRUMENT NO. 747436 [LEGAL DESCRIPTION OF PROPERTY: SEE ATTACHMENT HERETO MADE A PART HEREOF.]

AFFIANT DECLARES that he has attached property descriptions as required by law, and that he is aware that if no property description is attached, this Affidavit will be rejected.

AFFIANT FURTHER DECLARES that if this Affidavit is intended to cancel related inscriptions, such as assignments or subordinations, in a parish where the clerk allows such cancellations, he has attached a separate list of related inscriptions.

AFFIANT WARRANTS that affiant has complied with all requirements of applicable law, including full or partial discharge of the obligation where the law requires.

AFFIANT AGREES to be liable to and to indemnify the Clerk of Court as ex officio recorder of mortgages and any person relying upon the cancellation by this affidavit for any claims or damages suffered as a consequence of such reliance if this affidavit contains materially false or incorrect statements.

AFFIANT ACKNOWLEDGES BY HIS SIGNATURE BELOW that the contents of this affidavit are true and correct to the best of his knowledge, information, and belief, and further that he is aware that knowingly preparing, signing, or filing a uniform cancellation affidavit containing materially false or incorrect statements shall subject the affiant to civil and criminal liability under Louisiana law, including the provisions of R.S. 9:5174, R.S. 14:125, and R.S. 14:133.

Affiant's Signature: YULL 2 Sourcharinted Name: NIKL LFOREMAN
Company Name: State Bank & Trust Company Title: VICE President
(Its duly authorized agent)
Mailing Address: 1101 Cm Fasan Drive
City: <u>Nammond</u> State: <u>CA</u> ZIP: <u>70403</u>
Telephone #: 985-419-2287 Email: rondo State back 1858 c
MICLINE AND STATES
SWORN TO AND SUBSCRIBED before me this 13th day of February 2020.
Notary Signature and Seal:
Printed Name of Notary:
State of Appointment: Louisiana
Notary or Bar No.: 043500 - 2010
Commission expires: at my death

FILER: Fill out below if filer is NOT the affiant:

REQUEST TO CANCEL

In accordance with the provisions of Civil Code Article 3366, the undersigned filer requests the Clerk of Court and ex officio Recorder of Mortgages to file this Uniform Cancellation Affidavit and hereby requests the cancellation referenced therein.

Signature: lli

Printed Name: Kelly Bellard Company: Stellar Title, LLC Title: Managing Member (Its duly authorized agent) Mailing Address: P.O. Box 3063 City: Hammond State: LA ZIP: 70404 Telephone #:985-269-0608 Email: kellyb@stellartitle.net

Acts 2011, No. 124, §1.

EXHIBIT "A" TO MULTIPLE INDEBTEDNESS MORTGAGE BY ROBERT A. MAURIN, III DATED MARCH 20, 2007

LEGAL DESCRIPTION OF PROPERTY:

Page 4 of 4

Page 13 of 52

• . .

TRACT I: A certain piece or parcel of land situated in Section 21, T6S, R8E, in the Parish of Tangipahoa, State of Louisiana, being more particularly described as follows, to-wit:

Point of Beginning is West 855 feet and South 0 deg. 45 min. East 385 feet from the Northeast Corner of the Southeast Quarter of Section 21, T6S, R8E; thence proceed North 0 deg. 45 min. West 350.74 feet; thence South 88 deg. 49 min. West 470 feet; thence South 0 deg. 04 min West 342.63 feet; thence North 89 deg. 50 min. East 474.93 feet back to the Point of Beginning, all as per survey of Gilbert Sullivan, Reg. Land Surveyor, dated February 6, 2003.

Being the same property acquired by Robert A. Maurin, III, from Utica Rental Systems, Inc. by deed dated February 6, 2003, recorded at COB 954, page 579, Tangipahoa Parish, Louisiana.

TRACT II. A certain tract of land which is 2765.015 feet North 46 deg. 39 min. 55 sec. West of the Southeast corner of Section 21, T6S, R8E, Tangipahoa Parish, Louisiana; thence North 00 deg. 14 min. 56 sec. West 387.45 feet; thence North 85 deg. 12 min. 43 sec. West 247.38 feet; thence South 00 deg. 14 min. 56 sec. East 386.16 feet; thence South 84 deg. 54 min. 56 sec. East 247.5 feet to the Point of Beginning of the tract herein described, containing 2.188 acres in all.

Being the same property acquired by Robert A. Maurin, III and Renee Roberts Maurin from T. C. Gardner White by deed dated January 13th, 2000, at COB 891, page 44, and further by Robert A. Maurin, III by Partition of Community Property dated October 9, 2002, recorded at COB 948, page 769, Tangipahoa Parish, Louisiana.

TRACT III. A certain tract of land commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, Township 6 South, Range 8 East, in the Parish of Tangipahoa, State of Louisiana, more particularly described as follows, to-wit:

Commencing at a point which is North 34 deg. 45 min. 50 sec. West 3151.84 feet from the Southeast corner of Section 21, T6S, R8E; proceed thence South 00 deg. 14 min. 56 sec. East 76.26 feet; thence South 88 deg. 51 min. 12 sec. East 464.89 feet; thence North 00 deg. 14 min. 56 sec. West 819.62 feet to a point on the South right of way of U.S. Highway 190; thence along said right of way South 89 deg. 33 min. 22 sec. West 462.00 feet to the Point of Beginning, all as more fully shown on a survey by Robert G. Barrilleaux & Associates, Inc., Reg. Land Survyeors, dated January 25, 2000.

Being the same property acquired by Robert A. Maurin, III and Renee Roberts Maurin from Esmond Drott and Henry R. Drott by act of sale dated February 18, 2000, recorded at MOB 892, page 346, and further by Robert A. Maurin, III by Partition of Community Property dated October 9, 2002, recorded at COB 948, page 769, Tangipahoa Parish, Louisiana.

TRACT IV:

A certain piece or parcel of land situated in Section 21, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point which is West 679 feet and South 40 feet from the Northeast Corner of the Northwest Quarter of the Southeast Quarter of Section 21, T6S, R8E, thence proceed East 217 feet; thence South 727 feet to the Point of Beginning, from said Point of Beginning proceed South 179 feet; thence West 123 feet; thence South 196 feet; thence West 94 feet; thence North 397 feet; thence South 84 deg. 12 min. East 218.1 feet back to the Point of Beginning, containing 1.369 acres.

APPEARANCE:

ROBERT A. MAURIN, III, (S.S. **Example 1** a person of the full age of majority and resident of Tangipahoa Parish, Louisiana, married but once and then to Renee Roberts Maurin, from whom he is legally divorced, currently single, who declared his current mailing address to be P. O. Box 1457, Hammond, LA 70404.

Book: 1600 Page: 511 File Number: 747436 Seq: 17

MULTIPLE OBLIGATIONS MORTGAGE

P. O. BOX 99 HAMMOND, LA 70404 (985)345-1880 (herein "MORTGAGEE)

FLORIDA PARISHES BANK

STATE OF LOUISIANA PARISH OF <u>TANGIPAHOA</u>

BE IT KNOWN, that on this day before me, the undersigned Notary Public, duly commissioned and qualified in and for the said State and Parish, and in the presence of the undersigned competent witnesses, personally came and appeared: ROBERT A. MAURIN, III, a major and resident of Tangipahoa Parish,

married once to Renee Roberts Maurin, from whom he is divorced, whose current mailing address is P. O. Box 1457, Hammond, LA 70404

(herein "MORTGAGOR"), who declared to me, Notary, that desiring to create and give security for advances made or to be made, or both, MORTGAGOR does by these presents declare and acknowledge his indebtedness, as defined herein, unto MORTGAGEE, in the maximum amount outstanding at any time and from time to time of <u>Three Hundred Thousand and 00/100</u> DOLLARS

Three Hundred Thousand and 00/100 DOLLARS (\$300,000.00) together with interest due thereon, and all funds spent by MORTGAGEE for insurance premiums and taxes, attorney's fees and other costs authorized under this Mortgage.

L INDEBTEDNESS. MORTGAGOR acknowledges his Indebtedness to MORTGAGEE pursuant to all present and future, joint, several and/or solidary obligations (including legal expenses, attorney's fees and all costs incurred by MORTGAGEE in collecting or enforcing payment or performance of such obligations) of MORTGAGER to MORTGAGEE and of to MORTGAGEE, pursuant to;

A. This Louisiana Civil Code Article 3298 Multiple Obligations Mortgage (herein 'MORTGAGE") and the following promissory notes and agreements:

Maker	Interest Principal Amount/ Note/ Maturity Date, Rate Credit Line Agreement Date Payable on Dema	nd.
Robert A. Maurin, III	\$300,000.00 03/26/2003 04/01/2018	191

B. All other present or future, now existing or hereafter arising, written or oral, agreements between MORTGAGEE (and/or his successors and assigns) and any one or more of MORTGAGOR or

the preceding blank is completed), both, including, but not limited to, all existing notes, loans, or advances (whether executed contemporaneously with this agreement or antecedent hereto) and all future notes, loans, or advances (whether executed for the same or different purposes than the preceding notes and agreements);

C. All amendments, extensions, modifications, or substitutions to any of the foregoing; and

D. Applicable law.

all of which obligations are herein collectively referred to as the "Indebtedness".

dor CLEAR OF COURT

I. EVIDENCE OF INDEBTEDNESS. MORTGAGOR acknowledges and agrees that, without in any way limiting the evidence or methods available to MORTGAGEE to prove the existence and/or amount of the Indebtedness, an affidavit or verified petition by an agent, employee or representative of MORTGAGEE shall be sufficient for all purposes (including executory process) to prove the Indebtedness, including its existence, amount, terms and maturity, whether made on personal knowledge or information and belief.

III. TRANSFER OF INDEBTEDNESS. MORTGAGOR grants to MORTGAGEE the privilege of transferring any or all of the Indebtedness and this Mortgage to any person who might subsequently purchase from MORTGAGEE all or any part of MORTGAGEE'S right to receive payment and/or performance from MORTGAGOR.

IV. HYPOTHECATION. Now, in order to secure the payment of the Indebtedness, MORTGAGOR declares that he does by these presents specially mortgage, affect and grant a continuing security interest in, the following described property (herein "Property") in favor of MORTGAGE:

A certain tract or parcel of land, together with all buildings and improvements situated thereon, located in Section 21, T6S, R9E, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point West 679 feet and South 40 feet from the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, T6S, R8E, which point is on the South right of way of U. S. Highway 190; proceed thence along said right of way East 217 feet; thence South 906 feet; thence West 123 feet; thence South 196 feet; thence West 94 feet; thence North 1102 feet back to the Point of Beginning, all as more fully shown on a survey by Gilbert Sullivan, Reg. Land Surveyor, dated March 17, 1992, a copy of which is attached hereto and made a part hereof.





Instr# 632037 Filed Tangipahos Parish Late: 03/27/03 Time: 11:25 An Conv Book _____ Folio _____ Ntg Book _____ Folio _____

MULTIPLE OBLIGATIONS MORTGAGE - Continued - Page 2

This Mortgage attaches to all subsequent additions, substitutions or replacements to and for the Property as well as present and future component parts thereof and accessories thereto and to natural increases, accessions, accretions, and issues of the Property, without further description and without the necessity of subsequently amending this Mortgage to reflect the actual existence of such additional Property.

Issues of the Property, without further description and without the necessity of subsequently amending this Mortgage to reflect the actual existence of such additional Property. Notwithstanding the foregoing, if, in connection with one or more loans, credit extensions or obligations of MORTGAGOR, or any other person whose obligations are secured hereby, any disclosure required by 12 CFR 226.5b, 226.15, 226.19(b) or 226.23 has not been provided in a form that materially complies with these requirements, then the mortgage on the Property granted hereby shall not secure the indebtedness, obligation or obligations for which the required disclosure was not given.

To the degree and extent excluded from Chapter 9 of the Louisiana Commercial Laws, MORTGAGOR hereby collaterally assigns to MORTGAGEE all incorporeal rights that are or may be incidental or accessory to the Property or its use whether or not such rights are evidenced in writing or are now existing or hereafter arise.

V. NON-ALIENATION. (A) The Property is to remain mortgaged until the full and final payment of the Indebtedness and the termination of this Mortgage and MORTGAGOR binds himself and his heirs, successors or assigns not to sell, alienate or encumber the Property (including but not limited to by bond for deed contract) to the prejudice of this act. (B) MORTGAGOR binds himself not to sell, transfer by contract or otherwise dispose of the Property (including but not limited to by bond for deed contract) to the prejudice until the full and final payment of the Indebtedness and the termination of this Mortgage.

<u>VI. CONFESSION OF JUDGMENT</u>. MORTGAGOR hereby confesses judgement in favor of MORTGAGEE for the full amount secured hereby in principal and interest, together with all attorney's fees, insurance premiums and taxes as designated in this Mortgage and for the performance of all of MORTGAGOR'S obligations hereunder and of the Indebtedness.

VII. AUTHORIZATION OF EXECUTORY PROCESS AND WAIVERS. MORTGAGOR further declares that in the event the Indebtedness is not paid at maturity or in the event of failure to comply with any of the provisions of this Mortgage or of the Indebtedness, or upon the occurrence of an Event of Default, it shall be lawful for and MORTGAGOR does hereby authorize MORTGAGEE to cause the Property to be seized and sold under executory or ordinary process, MORTGAGOR hereby expressly waiving the benefit of appraisement thereof. MORTGAGOR further waives demand for payment as provided by the Louisiana Code of Civil Procedure Act 2639 and Act 2721 which demand, if not waived, would otherwise precede the seizure and sale of the Property.

VIII. EVENTS OF DEFAULT. An event of default shall occur if the MORTGAGOR should: 1) fail to perform any obligations in favor of MORTGAGEE, 2) violate any federal or state environmental law or regulation, 3) fail to perform any covenant of any collateral mortgage, note, collateral mortgage, collateral chattel mortgage note, collateral chattel mortgage note, collateral chattel mortgage, note, collateral mortgage, security agreement, pledge, assignment of accounts receivable, or any other agreement given to secure the payment of any obligations in favor of MORTGAGEE, 4) die, 5) dissolve, liquidate or terminate existence, 6) become insolvent, 7) be unable to pay debts as they mature, 8) suspend business, 9) engage in a respite, 10) engage in an assignment for the benefit of creditors, 11) be the subject of a receivership, 12) be convicted of a crime other than a traffic violation, 13) allow his property to become subject to any tax lien or be sold by local, state or federal taxing authorities, 14) conceal, remove, transfer or permit to be concealed, removed or transferred any of his property with intent to hinder, delay or defraud any creditors, 15) transfer any of his property to any creditor on account of any antecedent debt while insolvent if such transfer has the effect of preferring that creditor over other creditors, 16) file or have filed against him a drug or other law enforcement authorities, or 18) be the subject of a judgment (each of the foregoing being an "Event of Default"). Upon the occurrence of any Event of Default, all the Indebtedness then outstanding hereby secured may, at the option of the MORTGAGEE and without notice to MORTGAGER be exclared to be immediately due and payable without presentment, demand, protest, notice of protest or dishonor, or other notice of default of any kind, all of which are hereby expressly waived by MORTGAGEE.

IX. COVENANTS AND WARRANTIES. (A) The MORTGAGOR represents and warrants that it has good and merchantable title to the Property, free of all liens and encumbrances except those of which the MORTGAGEE has been notified in writing. (B) The MORTGAGOR will observe and comply with all laws, statutes, codes, acts, ordinances, judgments and similar directives applicable to it or the Property. (C) The MORTGAGOR will permit any officer, employee or agent of the MORTGAGEE to visit and inspect the Property. (D) The MORTGAGOR will keep the lien of this Mortgage valid and unimpaired.

X. ASSIGNMENT OF INSURANCE PROCEEDS. MORTGAGOR hereby collaterally assigns to MORTGAGEE the right to receive proceeds attributable to the insured loss of the Property whether or not such right is evidenced in writing or is now existing or hereafter arises.

XI. AGENT. MORTGAGOR grants to MORTGAGEE all authority required to carry out and enforce all or any of the rights herein assigned to MORTGAGEE in MORTGAGOR'S or MORTGAGEE'S name as solely determined by MORTGAGEE. MORTGAGOR appoints MORTGAGEE as his agent (which agency is coupled with an interest) for, at MORTGAGEE'S option, the carrying out or enforcing of such rights in MORTGAGOR'S name.

XII. INSURANCE: TAXES: MAINTENANCE. Until the full and final payment of the Indebtedness, MORTGAGOR hereby binds himself to keep the Property constantly insured by an insurance company of his choice acceptable to MORTGAGER, with (i) fire and extended coverage insurance in an amount not less than the full insurable value of the Property and (ii) flood insurance, if available, under and in amounts directed by federal laws and regulations, if the Property is ow or is ever declared to be in a flood hazard area. MORTGAGOR hereby binds himself to deliver to MORTGAGEE the policy or policies of insurance, and to have MORTGAGEE named as an insured and mortgagee in a Standard Mortgagee Clause (long form loss payee clause) acceptable to MORTGAGEE to be attached to the policy or policies. Grantor shall be in default if this insurance coverage is not obtained or maintained at all times, and Lender is hereby authorized, should Grantor fail to maintain this required insurance coverage, to obtain sufficient insurance coverage to cover the balance of Grantor's indebtedness. To repay this additional insurance expense, Grantor agrees to make increased installment payments upon the same payment interval required by this agreement. Lender's exercise of this right, with the subsequent increase in Grantor's installment payment, shall not constitute a new obligation or satisfy or replace Grantor's original obligation, but shall be simply a continuation of Grantor's obligations hereunder. Lender is not obligated to pay any insurance premiums or to carry any form of insurance coverage on the Collateral. Grantor hereby appoints Lender as Grantor's attorney-in-fact to endorse any insurance proceeds or refund checks in order to collect the amount due on these checks. MORTGAGOR binds himself to pay when due all taxes which may be imposed on the Property and to maintain the Property in good condition and, if applicable, working order.

XIII. ADVANCES BY MORTGAGEE. At its option without any obligation to do so, MORTGAGEE may advance such funds as it deems necessary for the protection, preservation, repair or recovery of the Property or the protection or preservation of its Mortgage and such funds advanced may at MORTGAGEE'S sole election also be used to purchase insurance or pay taxes on the Property or maintain the Property should MORTGAGOR fail to comply with his contractual obligation to do so. Any such sums advanced, together with interest thereon from the date of each advance until paid, shall be secured by this Mortgage and shall be due on demand.



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Page 2 of 3

MOMORT2 Rev. 01/14/99

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Book: 1115 Page: 768 File Number: 632037 Seq: 2

MULTIPLE OBLIGATIONS MORTGAGE - Continued - Page 3

XIV. INSURANCE AND TAX ESCROW. Upon demand of the MORTGAGEE, the MORTGAGOR agrees to pay to the MORTGAGEE a pro-rata portion of the property taxes, assessments, governmental charges, levies, and insurance premiums relating to the Property ("Escrow Deposits"), as estimated by the MORTGAGEE, so that the MORTGAGEE will have sufficient funds on hand to pay such taxes, assessments, governmental charges, levies, and insurance premiums as they become due. If this Mortgage secures a federally related mortgage loan, MORTGAGEE may not collect and hold Escrow Deposits in an amount exceeding the maximum amount permitted under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 USCA 2601, et seq., ("RESPA"). All such Escrow Deposits of which are insured by a federal agency, as further security for the Indebtedness secured hereby. Upon payment in full of the Indebtedness secured by this Mortgage, MORTGAGEE shall refund to MORTGAGOR any Escrow Deposits held by MORTGAGEE.

XV. KEEPER. MORTGAGOR and MORTGAGEE expressly agree that in the event the Property is seized as an incident to an action to enforce this Mortgage, MORTGAGEE, if it so elects, may serve as a keeper or may name the keeper at the time the seizure is effected and this appointment shall be in accordance with the provisions of Louisiana Revised Statute 9:5136, et.seq.

XVI. ACCEPTANCE. The persons executing this Mortgage for MORTGAGEE execute this Mortgage for the purpose of indicating MORTGAGEE'S acceptance of this Mortgage; provided that MORTGAGEE'S failure to execute this Mortgage shall not affect the validity or enforceability hereof.

XVII. HOMESTEAD EXEMPTION. MORTGAGOR and MORTGAGOR'S spouse, if any, waive all claims and rights of homestead exemption in the Property and all other exemptions from or restrictions on seizure and subsequent sale provided by the constitution or laws of Louisiana.

XVIII. IDENTIFICATION. The undersigned acknowledge that they have been advised of the duty imposed on Notaries by Louisiana Revised Statues 35:17(B) and 9:5141 C. to include in acts affecting immovable property the social security number of the parties to the act, have been informed that such disclosure is voluntary because the absence of the parties' social security number shall not invalidate the act and understand that the Clerks and Recorders of Mortgages will use the parties' social security number in the Public Records for identification of the parties, indexing the acts, and any other purposes permitted by law.

The undersigned have elected:

To provide the social security number as follows and to release the Notary from any liability in connection therewith:

	or
\mathbf{X}	MORTGAGEE'S social security/employer identification number(s) is/are
	MORTGAGOR'S social security/employer identification number(s) is/are

To refuse to disclose the social security number. I/We release the Notary from any potential liability which may arise in connection with my/our refusal to disclose my/our social security number(s).

MORTGAGOR MORTGAGEE

XIX. TERMINATION. When the indebtedness has been fully paid and satisfied and neither the MORTGAGOR nor MORTGAGEE is bound to permit an obligation secured by the Mortgage to be incurred, the MORTGAGOR may submit a written request for termination and release of the Mortgage to the MORTGAGEE or his successor(s) and assign(s), which request shall be sent to an officer of MORTGAGEE at the address stated in the Mortgage, or to such person at such other address as MORTGAGEE, or his successor(s) and assign(s), may designate in writing from time to time. The Mortgage shall be terminated and extinguished on the date the request is received, signed and dated by the designated recipient.

THUS DONE AND PASSED in my office in the State and Parish aforesaid in the presence of the undersigned competent witnesses who have signed hereto together with said appearers and me Notary on <u>March 26, 2003</u>, after due reading of the whole.

Robert A. Maurin, TTT

WITNESSES:

9a PUBL Mary E Lavigne MORTGAGE

C 1994 Gulf Guaranty Life Insurance Company

Page 3 of 3

FLORIDA PARISHES BANK

TERRY

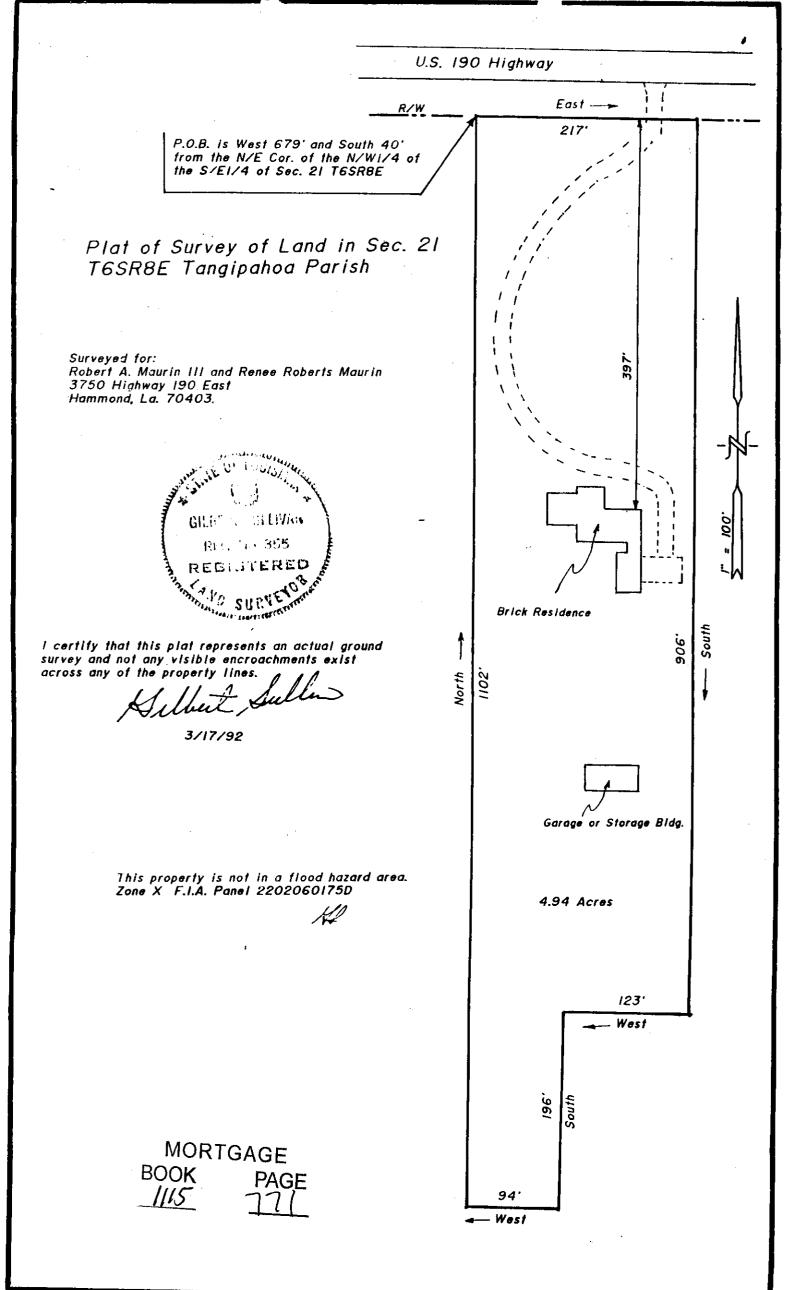
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VICEPRESIDENT

Page 4 of 4 Page 4 of 4



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^tTangipahoa Parish Recording Page

Julian E. Dufreche Clerk of Court P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

Received From : MAGNOLIA STREET TITLE LLC	
106 SOUTH MAGNOLIA STREET HAMMOND, LA 70403	
First MORTGAGOR	
MAURIN, ROBERT A III	
First MORTGAGEE	
FLORIDA PARISHES BANK	
_	
Index Type : Mortgages	File Number : 745878
Type of Document : Cancellation - Mortgage Book	
Recording Pages : 4	Book : 1593 Page : 91
Recorded	d Information
I hereby certify that the attached document was filed fo Tangipahoa Parish, Louisiana	br registry and recorded in the Clerk of Court's office for
On (Recorded Date) : 03/15/2007	
At (Recorded Time): 9:52:14:000 AM	
	a hear metal for
Doc ID - 008928500004	
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1115-768



GARY STANGA Chief Deputy Alison Carona Chief Financial Officer

Tangipahoa Parish Clerk of Court

JULIAN E. DUFRECHE, CLERK OF COURT P.O. BOX 667 • AMITE, LOUISIANA 70422

CANCELLED THIS 15 DAY OF Mark. 20

Amite (985) 748-4146 Fax (985) 748-6503 www.TangiClerx.org

REQUEST FOR CANCELLATION OF MORTGAGE OR PRIVILEGE AND RELEASE BY LICENSED FINANCIAL INSTITUTION (Pursuant to La. R.S. 44:109 B)

State of: <u>Lolui Siana</u> Parish/County of: <u>Tanai pahoa</u> Date: <u>3-2-017</u>

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in and for the above Parish/County and State, and in the presence of the undersigned witnesses, personally came and appeared: **FLORIDA PARISHES BANK** licensed financial institution as defined in La. R.S. 44:109 ©), represented herein by <u>Charlotte</u> Hanne, Title <u>SR</u>. <u>Vice</u> <u>President</u>, its duly authorized representative, who after being first swom declared:

The above named licensed financial institution is a: (Please check the appropriate box)

() a person licensed or regulated by the Louisiana Office of Financial Institutions or
() bank
() credit union
() lending agency
() other person conducting such business (please describe)
Licensed or regulated by: (Please check the appropriate box)
() the State of Louis iano
() or

the United States.

The above named licensed financial institution was the obligee or the authorized agent of the obligee of the obligation secured by below described mortgage or privilege when it was extinguished. The said secured obligation has been paid or otherwise satisfied or extinguished and further the said mortgage or privilege is hereby released;

Please check here if applicable:

() The above named licensed financial institution was the assignce of the obligation secured by the below described mortgage or privilege when it was extinguished, said assignment is recorded at MOB ______ folio ______, Instrument Number ______ of the official records of Tangipahoa Parish, Louisiana.

The Clerk of Court and Ex-Officio Recorder of Mortgages for Tangipahoa Parish Louisiana is hereby expressly requested, authorized and directed to cancel the recordation of the mortgage or privilege described as follows:

A mortgage or privile	ge granted by <u>KDD4</u>	C+H, I	Maurin		in favor of	
FLORIDA	PARISHES BAN	K, dated	3-210-D	, in the	original sum of \$ 300	$\overline{0,000}$
recorded at MOB	75, folio	768	, Instrument Nu	mber 10320?	37 which affect	s the following
described property:				h		
	Sec Att	iched pr	sporty (ennist	iem	
			9		001	······

Appearer, on behalf of the above named licensed financial institution, acknowledges that it is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 44:110.

THUS DONE AND PASSED in the presence of the undersigned competent witnesses, who have hereunto signed their names with the appearer and me, Notary, the day, month, and year first written above.

Printed Name: 1 ID or Bar Roll Numbe Commission Expires:

Signaturef Printed Name: Charle Company NameORID Address: FLORIDA PA

P.O. BOX 99 Telephone NorAPIN DA 271464 FLORIDA PARISHES BANK P.O. BOX 99

HAMMOND, LA 70404

STP 7/06

OUR COMMITMENT TO EXCELLENCE AND CONTINUED IMPROVEMENT IS THE FOUNDATION UPON WHICH WE SERVE THE PUBLIC AND WORK IN PARTNERSHIP WITH THE COMMUNITY

Page-3 of 4

Description:

A certain tract or parcel of land, together with all buildings and improvements situated thereon, located in Section 21, T6S, R9E, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point West 679 feet and South 40 feet from the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 21, T6S, R8E, which point is on the South right of way of U. S. Highway 190; proceed thence along said right of way East 217 feet; thence South 906 feet; thence West 123 feet; thence South 196 feet; thence West 94 feet; thence North 1102 feet back to the Point of Beginning, all as more fully shown on a survey by Gilbert Sullivan, Reg. Land Surveyor, dated March 17, 1992, a copy of which is attached hereto and made a part hereof.

GARY STANGA Chief Deputy Alison Carona Chief Financial Officer Amite (985) 748-4146 Fax (985) 748-6503 www.TangiClerk.org

REQUEST TO CANCEL

Tangipahoa Parish Elerk of Court JULIAN E. DUFRECHE, CLERK OF COURT P.O. BOX 667 • AMITE, LOUISIANA 70422

In accordance with the provisions of La. C. C. Article 3366, the Recorder of Mortgages for Tangipahoa Parish Louisiana is hereby requested and directed to cancel the recordation of the following described mortgage or privilege:

()	Mortgage granted by <u>Robert A.</u>	Maurin, III
• -	In favor of <u>Florida Parishes</u>	Bank
	In the sum of <u>300.006.00</u>	, dated 3 - 26-0 3
	Recorded in MOB, folio	768 Instrument Number 6320.37
()	Judgment in favor of	
•	Against	
	In the sum of	, dated
	Recorded in MOB, folio	, Instrument Number
()	Other	
	In the sum of	, dated
	Recorded in MOB, folio	, Instrument Number

This Request to Cancel is based on the following:

- Please check the appropriate box and attach documentation.
- () Note-Original Promissory Note Attached- "Paid" or "Cancelled" (LA R.S. 44:107 A(1);
- () Release of Unparaphed Obligation- Original Obligee or Assignee (LA R.S. 44:106);
- (Release by Licensed Financial Institution (LA R.S. 44:109A);
- () Affidavit of Lost Note by Notary (LA R.S. 9:5167E);
- () Release by Notarial Act with Paraph (LA R.S. 44:107 A(2);
- () Affidavit to Cancel by Title Insurance Officer (LA R.S. 9:5167.1);
-) Certificate by Sheriff, Marshall in judicial sale or Court Order (LA R.S. 44:108);
- () Order of Discharge in Bankruptcy (LA R.S. 44:111C);
- Effect of mortgage or privilege has ceased for lack of reinscription (CC Art. 3367)
 *Mortgage Certificate required to be attached;
- () No suit or motion to revive previously reinscribed judicial mortgage (CC Art. 3368)
- *Clerk's Civil Certificate required to be attached;
- () Other: _____

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of Louisiana law.

Attached is my check/cash in the amount of \$ _____
 Please charge my Account Number ______

in payment of fees to effect the above requested cancellation.

Signature: Printed Name: <u>(Lauren</u> Becne Title Company Name: <u>Magnolia</u> <u>Street</u> Title: Clerk Street Address: 106 <u>Magnolia</u> South Hammond 7040 **Telephone No:** (985) 429 1832

STP 7/06

OUR COMMITMENT TO EXCELLENCE AND CONTINUED IMPROVEMENT IS THE FOUNDATION UPON WHICH WE SERVE THE PUBLIC AND WORK IN PARTNERSHIP WITH THE COMMUNITY

Tangipahoa Parish Recording Page

Julian E. Dufreche **Clerk of Court** P. O. Box 667 110 North Bay Street, Suite 100 Amite, LA 70422 (985) 748-4146

Received From : FISERV	
First MORTGAGOR	
MAURIN, ROBERT A	
First MORTGAGEE	
REGIONS BANK	
_	
Index Type : Mortgages	File Number : 749975
Type of Document : Mortgage	
Recording Pages : 11	Book : 1612 Page : 586
Record	ed Information
I hereby certify that the attached document was filed Tangipahoa Parish, Louisiana	for registry and recorded in the Clerk of Court's office for
On (Recorded Date) : 05/02/2007	
At (Recorded Time): 3:43:40:000 PM	



Doc ID - 008972570011

SCANNED

Return To:

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Book: 1612 Page: 586 File Number: 749975 Seq: 1

HOME EQUITY MORTGAGE

Mortgagor:	ROBERT A MAURIN	Mortgagee:	Regions Bank, doing business as
• •	19354 190 HWY E		AmSouth Bank
	HAMMOND, LA 704013418		P.O. Box 830721
			Birmingham, AL 35283

26070181435200 130000272305

HOME EQUITY MORTGAGE

BY: ROBERT A MAURIN

IN FAVOR OF:

Regions Bank, doing business as AmSouth Bank

And Any Future Holder or Holders

BE IT KNOWN, that on February 2, 2007;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

ROBERT A MAURIN, a person of the full age of majority, domiciled and residing in the Parish of Tangipahoa, State of Louisiana, whose mailing address is 19354 190 HWY E, HAMMOND, LA, 704013418, who declared that he is not now and never has been married;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

INDEBTEDNESS. all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

MY ACCOUNT. I have entered into an Account Agreement with Mortgagee on February 2, 2007, under which I (or any of us) may from time to time obtain loan advances from Mortgagee under the Account.

GRANTING OF MORTGAGE. To secure the prompt and punctual payment and satisfaction of the Indebtedness, in principal, interest, costs, late charges, and attorneys' fees, I am hereby specifically mortgaging, affecting and hypothecating unto and in favor of Mortgagee, any and all of my present and future rights, title and interests in and to the following described Property located in TANGIPAHOA Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts,

UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF TANGIPAHOA

Page 2

improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as 19354 HIGHWAY 190 E, HAMMOND, LA 704010000.

MORTGAGE SECURING PRESENT AND FUTURE INDEBTEDNESS. This Mortgage is granted pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing the Indebtedness that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which the Indebtedness may be requested or extended.

DURATION OF MORTGAGE. This Mortgage will remain in effect until my Account is closed and my Indebtedness is paid in full, and I cancel my Mortgage by filing a written cancellation instrument signed by Mortgagee. I understand that after my Indebtedness is paid in full, I may request Mortgagee to provide me with such a cancellation instrument by writing to Mortgagee at its main office or at another office that Mortgagee tells me to write to. Mortgagee may delay providing me with such a mortgage cancellation instrument for up to sixty (60) days following receipt of my written request.

PROHIBITIONS REGARDING PROPERTY. So long as this Mortgage remains in effect, I will not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY. Except as previously disclosed to Mortgagee in writing, I represent and warrant that: (A) I am and will continue to be the lawful owner of the Property; (B) I have the right to mortgage the Property to Mortgagee; (C) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, Encumbrances, or claims of, or in favor of, any person, firm, corporation, or other entity; and (D) this Mortgage is binding upon me as well as my heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided herein.

ABANDONMENT; USE OF MORTGAGED OF PROPERTY. So long as this Mortgage remains in effect, I agree not to abandon, or permit others to abandon, or commit waste of, or destroy the Property. I further agree to observe and abide by and to cause others to observe and abide by all laws, rules, regulations and ordinances, as well as all policies of insurance, affecting the Property or its use.

REQUIRED INSURANCE. I agree to maintain insurance on the Property at my expense for as long as this Mortgage remains in effect. This insurance is to be in the amounts and of the types required by Mortgagee and must be issued by a financially responsible insurance company or companies acceptable to Mortgagee. I agree to name Mortgagee as a lender loss payee beneficiary under such insurance policies, which must contain noncontributory lender loss payable clauses in Mortgagee's favor. My policies of insurance must also contain a provision prohibiting the cancellation or alteration of such insurance without at least thirty (30) days prior written notice to Mortgagee. I further agree to provide Mortgagee with originals or certified copies of such insurance policies along with evidence that I have paid the policy premiums and all renewal premiums when due. Should the Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, I agree to obtain and maintain Federal Flood Insurance to the extent such insurance is required and is or becomes available, for the term of the loan and for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, or the maximum limit of coverage that is available, whichever is less.

I further agree that Mortgagee shall have the right to directly receive all proceeds payable under my insurance policies. Should I receive any such insurance proceeds, I agree immediately to turn such proceeds over and pay the same to Mortgagee. Mortgagee may apply such insurance proceeds at its sole option and discretion (after payment of all reasonable costs, expenses and attorneys' fees incurred by Mortgagee), for the purpose of (A) repairing, replacing or restoring **TAXES.** I agree to promptly pay when due all taxes, local and special assessments and other governmental charges of every type and description that may from time to time be imposed, assessed, or levied against the mortgaged Property. I further agree to provide Mortgagee with evidence that such taxes, assessments and other governmental charges have been paid in full and in a timely manner.

ALTERATIONS. I agree not to, without Mortgagee's prior written consent, demolish, remove, construct, restore, add to, or alter any building(s) or other improvements to the Property. Mortgagee may condition its consent to permit me to demolish or to remove any improvements to the Property upon my agreement to replace such improvements with new improvements of at least equal value satisfactory to Mortgagee.

INSPECTION. I agree that Mortgagee or Mortgagee's agents shall have the right from time to time to inspect the Property wherever located.

REPAIRS AND MAINTENANCE. I agree to keep and maintain, and to cause others to keep and maintain, the Property in good order, repair and condition at all times while this Mortgage remains in effect. I further agree to pay when due all claims for work done on, or services rendered or material furnished in connection with the Property so that no Encumbrance may ever attach to or be filed against the Property.

ADDITIONAL ADVANCES; INTEREST. Should I fail to maintain insurance on the Property, or fail to pay taxes, assessments and other governmental charges when due, or should I fail to repair and maintain the Property as required under this Mortgage, then Mortgagee shall have the right, at Mortgagee's sole option and without any responsibility or liability to do so, to purchase such insurance on my behalf (including insurance protecting only Mortgagee's interests in the Property), to pay such taxes, assessments and governmental charges, and to make necessary repairs to the Property. Should I default under any other loan or extension of credit directly or indirectly secured by the Property, or should the Property become subject to or threatened with seizure and/or sale, then Mortgagee shall have the additional right, again at Mortgagee's sole option and discretion and without any responsibility or liability to do so, to cure such default(s) or to cause such default(s) to be cured, whether by making payments on my behalf or by taking such other actions as Mortgagee may deem to be necessary and proper within its sole discretion. All such Additional Advances that Mortgagee may advance on my behalf during the existence of this Mortgage, as well as Mortgagee's additional expenses as further provided under this Mortgage, shall be secured by this Mortgage. I agree to reimburse Mortgagee immediately for all additional sums that Mortgagee may advance for such purposes, together with interest thereon at the rate as provided under my Account Agreement from the date of each Additional Advance under this Mortgage until I repay Mortgagee in full.

DEFAULT. The following are Events of Default under this Mortgage:

Default Under Indebtedness. I fail to meet the repayment terms of my Credit Agreement or any other obligations specified under my Credit Agreement.

Default Under Mortgage. Any action or inaction by me adversely affects Mortgagee's security interest in my Property. For example, if I transfer title to the Property or sell the Property without Mortgagee's permission, if I fail to maintain required insurance on the Property, if I fail to maintain the Property, if a tax lien that primes Mortgagee's security interest is filed against the Property or all or part of the Property is taken by eminent domain, if the Property is foreclosed on by a prior lienholder, or if another creditor attempts to enforce a judgment against the Property.

Death. Should my death result in an impairment of Mortgagee's security interest in my Property.

False Statements. I commit fraud or make a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about my income, assets, liabilities, or any other aspects of my financial condition.

MORTGAGEE'S RIGHTS IN EVENTS OF DEFAULT. Should one or more Events of Default occur or exist, Mortgagee shall have the following rights in addition to any other rights Mortgagee may have:

Accelerate Payment. To accelerate payment of any and all amounts which I may owe to Mortgagee under my Account, in principal, interest, costs, expenses, attorneys' fees and

other fees and charges

Foreclosure. To commence appropriate foreclosure proceedings under this Mortgage under ordinary or executory process, under which Mortgagee may cause the Property to be immediately seized and sold, with or without appraisal, in regular session of court or in vacation, in accordance with applicable Louisiana law, without the necessity of further demanding payment from me, or of notifying me, or of placing me in default.

For purposes of foreclosure under Louisiana executory process Executory Process. procedures, I confess judgment and acknowledge to be indebted to Mortgagee up to the full amount of the Credit Agreement, in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. To the extent permitted under applicable Louisiana law, I am waiving the following: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. I further agree that any declaration of fact made by authentic act before a Notary Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louisiana law and for purposes of La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, to the extent applicable.

Cumulative Remedies. I agree that the above remedies are cumulative in nature and nothing under this Mortgage shall limit or restrict the remedies available to Mortgagee following any Event of Default under this Mortgage.

Keeper. Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, I hereby agree that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee, as a keeper of the Property as provided under La. R.S. 9:5136, et seq. I agree to pay the reasonable fees of such a keeper. Any fees paid to the keeper by Mortgagee shall be secured by this Mortgage as an additional expense.

APPLICATION OF PROCEEDS. Mortgagee may apply any proceeds derived or to be derived from the sale or other disposition of the Property first to the reimbursement of any additional expenses incurred by Mortgagee in connection therewith, including Mortgagee's attorneys' fees and court costs; and then to the payment of my Indebtedness in favor of Mortgagee, in such order and with such priorities as Mortgagee may determine within its sole discretion.

PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. I agree to be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights to or interest in the Property. I agree to appear in and to defend all actions or proceedings purporting to affect Mortgagee's security rights and interests. Should I fail to do what is required of me under this Mortgage, or if any action or proceeding is commenced naming Mortgagee as a party, or affecting Mortgagee's security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing me from any of my obligations, do whatever Mortgagee believes is necessary and proper within its sole discretion, including making Additional Advances on my behalf as provided herein, to protect the security of this Mortgage. Should the reappraisal of the Property occur, whether to comply with appropriate regulatory requirements or otherwise, I agree to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGEE. I further agree to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including Mortgagee's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever, that may be asserted against or incurred by Mortgagee, arising out of or in any way occasioned by this Mortgage or the rights and remedies granted to and in favor of Mortgagee hereunder.

ADDITIONAL WAIVERS. In granting this Mortgage, I waive any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Property to which I may be entitled under the laws of the State of Louisiana. I am also waiving the production of Mortgage, Conveyance and any and all other Certificates and relieve and release

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the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Solidary Liability. When there is more than one Mortgagor under this Mortgage, our obligations to Mortgagee shall be on a "solidary" or "joint and several" basis. We further agree that either or any of us, acting alone or with others, may obtain additional advances under the Account, without the further necessity that all of us further agree, concur, or join in each such loan or other extension of credit.

Notices. Any notice provided in this Mortgage must be in writing and will be considered as given on the day it is delivered by hand or deposited in the U.S. mail, postage prepaid, addressed to the person to whom the notice is to be given at the address shown above or at such other addresses as any party may designate to the other in writing. If there is more than one Mortgagor under this Mortgage, notice to any Mortgagor shall constitute notice to all Mortgagors.

Waiver of Additional Rights. I agree that any failure or delay on the part of Mortgagee to exercise any of the rights and remedies granted under this Mortgage shall not constitute a waiver of such rights and remedies. Any waiver or forbearance on the part of Mortgagee shall be effective against Mortgagee only if agreed to in writing.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Mortgagee's rights against the Property, this Mortgage will be governed by federal law applicable to Mortgagee and to the extent not preempted by federal law, the laws of the State of Louisiana. In all other respects, this Mortgage will be governed by federal law applicable to Mortgagee and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Mortgagee in the State of Alabama.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Successors and Assigns. My obligations under this Mortgage shall be binding upon my heirs, administrators, executors, successors and assigns, as well as upon any person, firm or corporation subsequently acquiring title to or ownership of the Property, whether in whole or in part.

Taxation of Mortgages. Should there be any change in local, Louisiana or Federal law with regard to taxation of mortgages, I agree to pay any taxes, assessments or charges that may be imposed on Mortgagee as a result of this Mortgage.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

EXISTING MORTGAGE LOAN. I have previously disclosed to Mortgagee that the lien of this Mortgage is junior and inferior to one or more existing mortgage loans. I agree that any default under my existing mortgage loan will also be considered an Event of Default under this Mortgage. I further agree not to modify, amend, extend, or renew my existing mortgage loan, or my existing mortgage, without the prior written consent of Mortgagee. I additionally agree not to request or accept further advances under my existing mortgage loan without Mortgagee's prior written consent, where such further advances may be secured by the Property with possible preference and priority over the lien of this Mortgage.

DEDUCTIBILITY OF INTEREST. I acknowledge and agree that Mortgagee has made no representations or warranties to me and has in no way advised me as to whether interest and other Finance Charges under my Account with Mortgagee are deductible for purposes of federal, state or local income or other taxation.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL. Except as expressly provided below, any controversy, claim, dispute or disagreement (any "Claim") arising out of, in connection with or relating to (1) Mortgagor's business relationship with Mortgagee; (2) the performance, interpretation, negotiation, execution, collateralization, administration, repayment, modification, or extension of this Mortgage; (3) any charge or cost incurred pursuant to this Mortgage; (4) the collection of any amounts due under this Mortgage; (5) any alleged tort or other claim arising out of or relating in any way to this Mortgage, collateral under this Mortgage, any account established pursuant to this Mortgage, or any insurance or mechanical repair contract purchased pursuant to or in connection with this Mortgage; (6) any breach of any provision of this Mortgage; (7) any statement or representation made to Mortgagor by or on behalf of Mortgagee; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Mortgage or any assignment of this Mortgage, or any relationship created by or resulting from this Mortgage, will be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claims involving Mortgagee's officers, directors, employees, agents, representatives, contractors, subcontractors, affiliates, successors or assigns, and any such Claims against any of those parties may be joined or consolidated with any related Claims against Mortgagee in a single arbitration proceeding.

Administration and Rules. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, where applicable, its Supplementary Procedures for the Resolution of Consumer-Related Disputes (collectively, the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Mortgage, this Mortgage will control, except that, in the event that the AAA determines that any provision of this Mortgage does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol will control. Mortgagee will tell Mortgagor how to contact the AAA and how to get a copy of the Arbitration Rules without cost if Mortgagor asks Mortgagee in writing to do so. Or, Mortgagor may contact the AAA directly at 1-800-778-7879 (toll-free) or at www.adr.org.

Arbitration Fees and Costs. If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to Mortgagor's Claim or Counterclaim, and if Mortgagor's Claim or Counterclaim for actual damages does not exceed \$10,000, Mortgagor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If Mortgagor's Claim or Counterclaim for actual damages exceeds \$10,000 but does not exceed \$75,000, Mortgagor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For such Claims or Counterclaims that do not exceed \$75,000, Mortgagee will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If Mortgagor's claim or counterclaim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related claim or counterclaim, or if it is not a consumer-related claim or counterclaim, Mortgagor will be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related claim or counterclaim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non-consumer-related claim or counterclaim, the prevailing party in an arbitration proceeding may seek to recover its expenses for administrative fees and arbitrator(s)'s fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim or Counterclaim can apportion the administrative fees and expenses and arbitrators' fees between Mortgagor and Mortgagee as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Mortgage are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time Mortgagor submits its claim or counterclaim will apply. The Arbitration Rules permit Mortgagor to request a deferral or reduction of the administrative fees of arbitration if paying them would cause Mortgagor extreme hardship. Each party also has the option of filing an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

Arbitrator(s). The arbitration of any Claim or any counter-Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim or any Counter-Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between Mortgagor and Mortgagee. If Mortgagor and Mortgagee cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s).

No Joinder of Claims; No Class Claims. Except as expressly provided in this agreement to

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Limitations, Defenses and Privileges. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration.

Location of Hearing. Any in-person arbitration hearing will be held in Birmingham, Alabama, where Mortgagee's main office is located, or in the state where this Mortgage was executed if Mortgagee has a branch office in that state.

Scope. Except as otherwise expressly provided in this agreement to arbitrate, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Mortgage, will be decided by the arbitrator(s).

Exchange of Information. The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration.

Expedited Procedures. The Expedited Procedures of the Arbitration Rules shall apply in any dispute where no claim or counterclaim exceeds \$75,000, exclusive of interest and arbitration fees and costs.

Award. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow applicable rules of evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitration award shall be in writing and shall include a written explanation of the basis for the award under the applicable contract terms, statutes and legal precedents. Any appeal of the arbitration award will be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

Self-Help Remedies and Small Claims Court. This agreement to arbitrate does not limit the right of Mortgagor or Mortgagee, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to foreclose a mortgage with or without a court action, or to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. The taking of any of the actions described in the preceding sentence by Mortgagor or Mortgagee or the filing of a court action by Mortgagor or Mortgagee shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This agreement to arbitrate does not limit Mortgagor's or Mortgagee's right to file an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

Transaction Involving Commerce. Mortgagor and Mortgagee specifically acknowledge and agree that this Mortgage evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. Mortgagor and Mortgagee hereby acknowledge, agree and stipulate that: Mortgagee is a multi-state banking organization engaged in interstate banking; Mortgagee's deposits are federally insured; the funds used to fund loans such as this one are obtained, at least in part, through interstate commerce; and Mortgagee regularly uses the services of businesses located in other states in making and administering loans and in conducting other transactions.

Severability. Except as provided in the following sentence, if any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. If the prohibition against joinder of claims and class actions, or any portion thereof, is held to be invalid or unenforceable, the agreement to arbitrate disputes shall also be invalid and unenforceable, but the waiver of jury trial shall continue to be enforceable.

Survival of Arbitration Agreement. This agreement to arbitrate disputes will survive the payment of the Indebtedness and the termination of this Mortgage.

Waiver of Right to Jury Trial. WHETHER ANY CLAIM OR DISPUTE IS SUBMITTED TO ARBITRATION OR RESOLVED BY A COURT, MORTGAGOR AND MORTGAGEE VOLUNTARILY AND KNOWINGLY <u>WAIVE ANY RIGHT TO A JURY TRIAL</u> WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

NOTICE: This agreement to arbitrate disputes limits or waives certain of Mortgagor's rights. With respect to Claims Mortgagor is agreeing to arbitrate pursuant to this Mortgage, Mortgagor is waiving Mortgagor's right to bring a court action, and Mortgagor is waiving the right to have a jury trial on all controversies, whether settled by arbitration or by a court. Mortgagor cannot represent a class of claimants in the arbitration proceeding. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights Mortgagor has in a court proceeding also may not be available in arbitration.

TERM OF CREDIT AGREEMENT. Unless sooner terminated according to the provisions thereof, the Credit Agreement shall terminate and expire 20 years from the date of this Mortgage.

PROPERTY IS GRANTOR'S RESIDENCE. Grantor covenants and agrees that the Property shall be occupied by Grantor as Grantor's primary residence or as Grantor's secondary residence as those terms are hereinafter defined. A "primary residence" is defined as a residence that serves as Grantor's principal residence and is occupied by Grantor for more than six months during any calendar year. A "secondary residence" is defined as a residence that Grantor occupies in addition to his or her primary residence and that is not licensed, let, rented or leased for more than four months during any calendar year. Neither the assignment of Rents contained in this Mortgage nor the permission reserved to Grantor under this Mortgage to use, operate or manage the Property or to collect Rents from the Property prior to foreclosure shall be construed as permission to license, let, rent or lease any portion of the Property such that it will no longer qualify as a primary or secondary residence as defined above.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Account. The word "Account" means my credit line Account with Mortgagee, evidenced by the Credit Agreement and Disclosure.

Additional Advance. The words "Additional Advance" mean any and all additional sums that Mortgagee may advance on my behalf as provided under this Mortgage.

Borrower. The word "Borrower" means ROBERT A MAURIN and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement **dated February 2, 2007, in the principal amount of \$140,000.00** from ROBERT A MAURIN to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Encumbrance. The word "Encumbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the default section of this Mortgage.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

Mortgage. The word "Mortgage" means this Home Equity Mortgage as this Home Equity Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means Regions Bank, doing business as AmSouth Bank, Mortgagee's successors and assigns, and any future holder or holders of the

Indebtedness or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably ROBERT A MAURIN , as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage. The words "I", "me" and "my" also refer to ROBERT A MAURIN .

Property. The word "Property" means all of my right, title and interest in and to all the Property as described in the "Granting of Mortgage" section of this Mortgage.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with me after reading of the whole.

WITNESSES:

Nitne

MORTGAGOR:

× All) 			
ROBERT	AM	IAURIN		

NOTARY PUBLIC

LA Bar/Notary ID No. Amanda Knight Sharp, Notary No. 42009

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SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF TANGIPAHOA AND STATE OF LOUISIANA, DESCRIBED AS FOLLOWS:

A CERTAIN TRACT OR PARCEL OF GROUND SITUATED IN SECTION 21, T 6 S, R 8 E, TANGIPAHOA PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 462 FEET WEST OF THE NE CORNER OF THE NW/4 OF THE SE/4 OF SECTION 21, T 6 E, R 8 E, RUN THENCE SOUTH 946 FEET; THENCE WEST 123 FEET; THENCE SOUTH 196 FEET; THENCE WEST 94 FEET; THENCE NORTH 1,142 FEET; THENCE EAST 217 FEET TO POINT OF BEGINNING, CONTAINING FIVE ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO ROBERT A. MAURIN & RENEE R, III BY DEED OF RECORD, FROM LEONARD L. WAINWRIGHT, DATED 09/13/1971, AND IN THE OFFICE OF THE PARISH OF TANGIPAHOA, STATE OF LOUISIANA, IN DEED BOOK 357, PAGE 340.

KNOWN: 19354 HIGHWAY 190 E

PARCEL: 2033402

	Gary T. Stanga
	Clerk of Court
· ·	P. O. Box 667
	110 North Bay Street, Suite 100 Amite, LA 70422
~	(985) 748-4146
Received From :	
JAMESTOWN INC OAK STREET TITLÉ	
110 N OAK ST	
HAMMOND, LA 70401	
First MORTGAGOR	na sana ana ang sana
MAURIN, ROBERT A	
First MORTGAGEE	
TO THE PUBLIC	and the second

Index Type : MORTGAGES	File Number : 1042806
Type of Document : CANCELLATION	
Recording Pages : 4	Book: 2852 Page: 790
	Recorded Information
hereby certify that the attached documer	nt was filed for registry and recorded in the Clerk of Court's office for
angipahoa Parish, Louisiana.	it was filed for registry and recorded in the clerk of courts office for
	Danay Stanger (SA)
	Deputy Clerk
On (Recorded Date) : 01/17/2020	•
	·
At (Recorded Time): 9:50:02AM	
	SCANNED
Doc ID - 013617200004	NO

Return To:

Book: 2852 Page: 790 File Number: 1042806 Seq: 1

jamestown Unc/ Dak Street Title

DA BHEDK

1612-58

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

CANCELLATION OF MORTGAGE BY PRESCRIPTION

BE IT KNOWN, that on this 14th day of January, 2020, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Tangipahoa, State of Louisiana, personally came and appeared:

MARY E. LAVIGNE, Notary Public, a resident of the full age of majority of the Parish of Tangipahoa, State of Louisiana (hereinafter referred to as "Appearer");

who, being by me duly sworn, deposed and said that:

On February 2, 2007, a Home Equity Mortgage executed by Robert A. Maurin. (in favor of Regions Bank was recorded in the Mortgage Records of Tangipahoa Parish, Louisiana, at MOB 1612, page 586, Instrument No. 749975. Said mortgage has prescribed by the lapse of more than Ten (10) years from the date of filing and has not been reinscribed.

Appearer requests that the Clerk and Recorder of Mortgages in and for Tangipahoa Parish, Louisiana, cancel and erase the inscription of said Collateral Mortgage recorded at MOB 1612, page 586, Instrument No. 749975, from the mortgage records of his office on the grounds that said Collateral Mortgage has prescribed and that the effect thereof has ceased because of lapse of time.

Appearer agrees to save and hold the Clerk and Recorder for Tangipahoa Parish, Louisiana free and harmless of and from any and all claims and demands and causes of action arising out of the cancellation of said Collateral Mortgage recorded at MOB 1612, page 586, Instrument No. 749975.

THUS DONE AND PASSED before me, Notary, at Hammond, Louisiana, on the date first shown above.

WITNESSES:

Ċ. ockhart Jules Valerie Huss LIE R. MARTIN, NOTARY PUBLIC I.D. No. 86245

SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF TANGIPAHOA AND STATE OF LOUISIANA, DESCRIBED AS FOLLOWS:

A CERTAIN TRACT OR PARCEL OF GROUND SITUATED IN SECTION 21, T 6 S, R 8 E, TANGIPAHOA PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 462 FEET WEST OF THE NE CORNER OF THE NW/4 OF THE SE/4 OF SECTION 21, T 6 E, R 8 E, RUN THENCE SOUTH 946 FEET; THENCE WEST 123 FEET; THENCE SOUTH 196 FEET; THENCE WEST 94 FEET; THENCE NORTH 1,142 FEET; THENCE EAST 217 FEET TO POINT OF BEGINNING, CONTAINING FIVE ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO ROBERT A. MAURIN & RENEE R, III BY DEED OF RECORD, FROM LEONARD L. WAINWRIGHT, DATED 09/13/1971, AND IN THE OFFICE OF THE PARISH OF TANGIPAHOA, STATE OF LOUISIANA, IN DEED BOOK 357, PAGE 340.

KNOWN: 19354 HIGHWAY 190 E

PARCEL: 2033402

Page 3 of 4



ALICIA FUSSELL CHIEF DEPUTY STORMY NORMAN CHIEF FINANCIAL OFFICER

TANGIPAHOA PARISH CLERK OF COURT

GARY T. STANGA, CLERK OF COURT P.O. BOX 667 • AMITE, LOUISIANA 70422

> AMITE (985) 748-4146 Fax (985) 748-6503 www.TangiClerk.org

REQUEST TO CANCEL

In accordance with the provisions of La. Civil Code Article 3366, the Clerk of Court and Recorder of Mortgages of the Parish of Tangipahoa is hereby requested and directed to cancel the recordation of the following described mortgage or privilege :

Mortgage

Lien

Judgment

Other

Granted by or filed against: <u>Robert A. Maurin, III;</u> In favor of: <u>Regions Bank;</u> In the sum of: <u>\$none specified</u>, Dated: <u>February 2, 2007;</u> Recorded in Mortgage Office Book <u>1612</u> Folio <u>586</u>, instrument number <u>749975</u>.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of Louisiana Law.

January 14, 2020 Date

Printed name of above signed party: <u>Mary Lavigne</u> Company: <u>Oak Street Title</u> Title: <u>Owner</u> Mailing Address: <u>110 N Oak St</u> City: <u>Hammond</u> State: <u>LA</u> Zip: <u>70401</u> Phone: (<u>985)902-</u><u>9550</u>

Assessment Data Listing

Taxpayer Nar	ne & Addro	ess				-	
JAMESTOWN I					6	GIPA	
19354 HWY 19					S		6
HAMMOND LA,							P
Freeze Applie			Year	N/A		* AMITE	
lomestead	No		Year	N/A			1
Book & Page		pg 301	Taxpayer Taxes	\$727.37		ADISY	
Fransfer Date	05/0	2/2000	2020			This	
Purchase Price		000.00	Land Value	1,000			
			Building Value	5,134			
			Total Value	6,134			
			H/S Value	0			
Property Des 1.00A IN SEC 2 Map Info		3514 P767 B	Taxpayer Value 831 P304 B896 P301	6,134 B1227 P683			
1.00A IN SEC 2	1 T6SR7E B	3514 P767 B 176R800001	831 P304 B896 P301				
1.00A IN SEC 2 Map Info Map ID No.	1 T6SR7E B		831 P304 B896 P301				
1.00A IN SEC 2	1 T6SR7E B		831 P304 B896 P301				
1,00A IN SEC 2 Map Info Map ID No. Location Ward	1 T6SR7E E		831 P304 B896 P301	B1227 P683			
1.00A IN SEC 2 Map Info Map ID No. Location Ward Physical Addi	1 T6SR7E E		831 P304 B896 P301	B1227 P683	Section	Township	Range
00A IN SEC 2 Map Info Map ID No. Location Ward Physical Addi	1 T6SR7E E		831 P304 B896 P301	B1227 P683 7Z 44563 GAHN LANE .	Section 21	Township T6S	Range R8E
1.00A IN SEC 2 Map Info Map ID No. Location Ward Physical Addi Subdivision	1 T6SR7E B	LT6R800001	831 P304 B896 P301	B1227 P683 7Z 44563 GAHN LANE .		-	-
1.00A IN SEC 2 Map Info Map ID No. Location Ward Physical Addi Subdivision	1 T6SR7E B 21 ess scriptio	n	831 P304 B896 P301	B1227 P683 7Z 44563 GAHN LANE .		-	-
1,00A IN SEC 2 Map Info Map ID No. Location Ward Physical Addu Subdivision Class Des Assessme	1 T6SR7E B 21 ess scriptio	n	831 P304 B896 P301	B1227 P683 7Z 44563 GAHN LANE .	21	-	R8E
1,00A IN SEC 2 Map Info Map ID No. Location Ward Physical Addu Subdivision Class Des Assessme	1 T6SR7E E	D n	831 P304 B896 P301	81227 P683 7Z 44563 GAHN LANE . Lot Block	21	T6S	R8E

Building Improvements				
Туре	Yr Built	Sqft. Living	Sqft. Non-Living	Sqft. Total
Residential	1990	1,041	334	1,375

Parish Taxes

Millage Description	Millage Rate	Taxpayer Tax	H/S Credit
ASSESSMENT DISTRICT	4.65	28.52	0.00
DRAINAGE DIST 1 MT.	5.00	30.67	0.00
DRAINAGE DT.1 MT	4.96	30.42	0.00
FIRE PROTECTION DIST 2	10.00	61.34	0.00
FIRE PROTECTION DIST. 2	10.00	61.34	0.00
FLORIDA PARISH JUVENILE DIST	2.75	16.87	0.00
GARBAGE DIST. 1 MAINT	10.00	61.34	0.00
HAMMOND ALTERNATE SCHOOL	3.00	18.40	0.00
HAMMOND MAGNET SCHOOLS TAX	15.00	92.01	0.00
HAMMOND REC. DIST.1	10.00	61.34	0.00
HEALTH UNIT	4.00	24.54	0.00
LAW ENFORCEMENT #1	7.81	47.91	0.00
LIBRARY BOARD	2.81	17.24	0.00
LIBRARY BOARD	3.00	18.40	0.00
MOSQUITO ABATEMENT	4.98	30.55	0.00
PARISH ALIMONY-RURAL	3.06	18.77	0.00
ROAD LIGHT DISTRICT 5	3.50	21.47	0.00
SCHOOL DISTRICT #100	4.06	24.90	0.00
SHERIFF'S OPERATIONAL	10.00	61.34	0.00
	Totals	727.37	0.00
City Taxes			
Millage Description		Millage Rate	Taxpayer Tax
		Totals	0.00

Bookmark: http://www.tangiassessor.com/assessment 4023803.html | Disclaimer | 07/12/2021

Assessment Number 4023803: Jamestown, Inc.



Assessment Data Listing

	Addroca					
Taxpayer Nam				1	GIPA	
	•					3
19354 HWY 190	0401			N		S
HAMMOND LA, 7		Vaar	N1/A		*AMITE	
Freeze Applied	No	Year	N/A			11
Homestead	No	Year	N/A	11		/ /
Book & Page	892 pg 734	Taxpayer Taxes 4 2020	\$833.16	V	ARISY	/
Transfer Date	03/01/200	0				
Purchase Price	\$365,000.0	00 Land Value	165			
		Building Value	4,761			
		Total Value	7,022			
		H/S Value	0			
		Taxpayer Value	7,022			
	06 B513 P470 B	699 P220 B729 P427 B892		se 1/4 of Sw	1, 1 01 020 2.	
Map Info	06 B513 P470 B					
Map Info Map ID No.						
Map Info Map ID No. Location						
Map Info Map ID No. Location Ward	21T6R80		P734 B1227 P683			
Map Info Map ID No. Location Ward Physical Addre	21T6R80		P734 B1227 P683	Section	Township	
Map Info Map ID No. Location Ward Physical Addre	21T6R80		P734 B1227 P683 7Z 44541 GAHN LANE .			
Map Info Map ID No. Location Ward Physical Addre Subdivision	21T6R80		P734 B1227 P683 7Z 44541 GAHN LANE .	Section	Township	Range
Map Info Map ID No. Location Ward Physical Addre Subdivision	21T6R80 ss		P734 B1227 P683 7Z 44541 GAHN LANE .	Section	Township	Range
Map Info Map ID No. Location Ward Physical Addre Subdivision Class Desc Assessmen	21T6R80 ss cription t Value		P734 B1227 P683 72 44541 GAHN LANE . Lot Block	Section 21	Township	Range R8E
Map Info Map ID No. Location Ward Physical Addre Subdivision Class Desc Assessmen Type Qty	21T6R80 ss cription t Value	0000086	P734 B1227 P683 72 44541 GAHN LANE . Lot Block	Section 21	Township T6S	Range R8E
Map Info Map ID No. Location Ward Physical Addre Subdivision Class Desc Assessmen Type Qty RE 0.00	21T6R80 ss Cription t Value Units H/	0000086 S Credit Tax Value	P734 B1227 P683 7Z 44541 GAHN LANE . Lot Block	Section 21 Specia	Township T6S	Range R8E
Map Info Map ID No. Location Ward Physical Addre Subdivision Class Desc Assessmen Type Qty RE 0.00	21T6R80 ss cription t Value Units H/	0000086 S Credit Tax Value 0	P734 B1227 P683	Section 21 Specia None	Township T6S	Range R8E
Map Info Map ID No. Location Ward Physical Addre Subdivision Class Dese Assessment Type Qty RE 0.00 RE 0.00	21T6R80 ss cription t Value Units H/ 0 A 0	0000086 S Credit Tax Value 0 165	P734 B1227 P683	Section 21 Specia None None	Township T6S	Range R8E

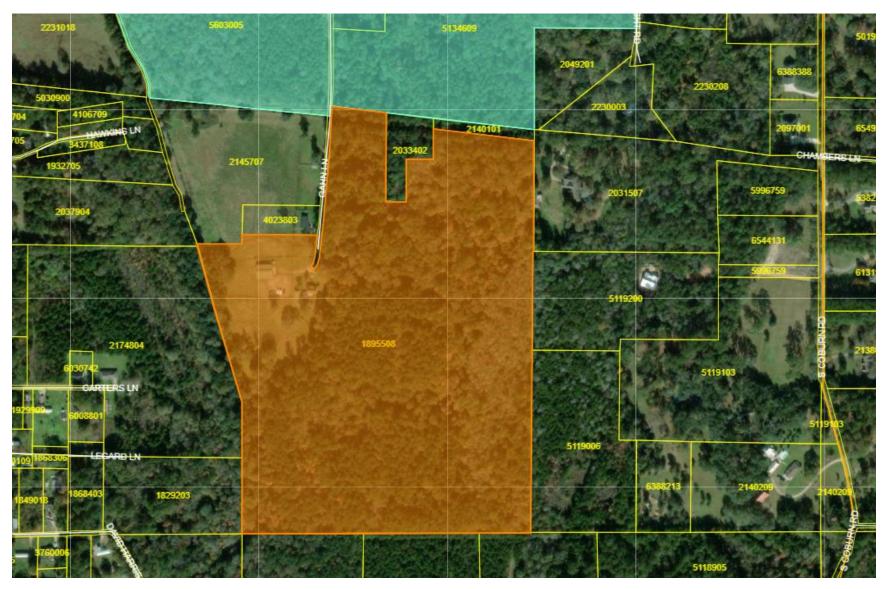
Building Improvements				
Туре	Yr Built	Sqft. Living	Sqft. Non-Living	Sqft. Total
Residential	1954	1,272	65	1,337

Parish Taxes

Millage Description	Millage Rate	Taxpayer Tax	H/S Credit
ASSESSMENT DISTRICT	4.65	32.65	0.00
DRAINAGE DIST 1 MT.	5.00	35.12	0.00
DRAINAGE DT.1 MT	4.96	34.83	0.00
FIRE PROTECTION DIST 2	10.00	70.22	0.00
FIRE PROTECTION DIST. 2	10.00	70.22	0.00
FLORIDA PARISH JUVENILE DIST	2.75	19.31	0.00
FORESTRY	0.08	0.48	0.00
GARBAGE DIST. 1 MAINT	10.00	70.22	0.00
HAMMOND ALTERNATE SCHOOL	3.00	21.07	0.00
HAMMOND MAGNET SCHOOLS TAX	15.00	105.34	0.00
HAMMOND REC. DIST.1	10.00	70.22	0.00
HEALTH UNIT	4.00	28.08	0.00
LAW ENFORCEMENT #1	7.81	54.84	0.00
LIBRARY BOARD	2.81	19.73	0.00
LIBRARY BOARD	3.00	21.07	0.00
MOSQUITO ABATEMENT	4.98	34.97	0.00
PARISH ALIMONY-RURAL	3.06	21.48	0.00
ROAD LIGHT DISTRICT 5	3.50	24.58	0.00
SCHOOL DISTRICT #100	4.06	28.51	0.00
SHERIFF'S OPERATIONAL	10.00	70.22	0.00
	Totals	833.16	0.00
City Taxes			
Millage Description		Millage Rate	Taxpayer Tax
		Totals	0.00

Bookmark: http://www.tangiassessor.com/assessment 1895508.html | Disclaimer | 07/13/2021

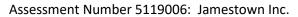
Assessment Number 1895508: Jamestown, Inc.



Assessmen								
Taxpayer Name	& Address							
JAMESTOWN INC							GIPA	2
P O BOX 1457						100		0
Hammond La, 704	104						* AMITE	P
Freeze Applied	No	Year		N/A			CONTL	
Homestead	No	Year		N/A		11		11
		Тахрауе	r Taxes					
Book & Page	965 pg 443	2020		\$28.91			ARISY	
Fransfer Date	07/21/2003	3						
Purchase Price	N/A	Land Val	ue	238				
		Building	Value	0				
		Total Val	ue	238				
		H/S Valu	e	0				
		Тахрауе	r Value	238				
P100 B941 P159-10		E PARTITION IN S	SEC 21 T6S	R8E B642	P631 B795	P102 B801 P	703 B824 P86	53 B825
P100 B941 P159-10 Map Info		B1227 P683	SEC 21 T6S	R8E B642	P631 B795	P102 B801 P	703 B824 P86	3 B825
P100 B941 P159-10 Map Info Map ID No.	61 B965 P443	B1227 P683	SEC 21 T6S	R8E B642	P631 B795	P102 B801 P	703 B824 P86	53 B825
P100 B941 P159-10 Map Info Map ID No. Location	61 B965 P443	B1227 P683		R8E B642	P631 B795	P102 B801 P	703 B824 P86	53 B825
P100 B941 P159-10 Map Info Map ID No. Location Ward	61 B965 P443 21T6R80	B1227 P683				P102 B801 P	703 B824 P86	53 B825
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address	61 B965 P443 21T6R80	B1227 P683		7Z		P102 B801 P	703 B824 P86	
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address	61 B965 P443 21T6R80	B1227 P683		7Z COBURN R	OAD .			
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address Subdivision	61 B965 P443 21T6R80	B1227 P683		7Z COBURN R	OAD .	Section	Township	Range
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address Subdivision	61 B965 P443 21T6R80	B1227 P683		7Z COBURN R	OAD .	Section	Township	Range
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descu	61 B965 P443 21T6R80	B1227 P683		7Z COBURN R Lot	OAD .	Section 21	Township	Range R8E
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment	61 B965 P443 21T6R80	B1227 P683		7Z COBURN R Lot	OAD . Block	Section 21	Township T6S	Range R8E
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment	61 B965 P443 21T6R80 s ription Value Jnits H/S 0	B1227 P683	: () x Value	7Z COBURN R Lot Marke	OAD . Block	Section 21 Specia	Township T6S	Range R8E
P100 B941 P159-10 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment Type Qty U RE 0.00	61 B965 P443 21T6R80 s ription Value Jnits H/S 0 A 0	B1227 P683	: () x Value	7Z COBURN R Lot Marke 2,382	OAD . Block	Section 21 Specia None	Township T6S	Range R8E

		Totals	0.00
Millage Description		Millage Rate	Taxpayer Tax
City Taxes			
	Totals	28.91	0.00
SHERIFF'S OPERATIONAL	10.00	2.38	0.00
SCHOOL DISTRICT #100	4.06	0.97	0.00
ROAD LIGHT DISTRICT 5	3.50	0.83	0.00
PARISH ALIMONY-RURAL	3.06	0.73	0.00
MOSQUITO ABATEMENT	4.98	1.19	0.00
LIBRARY BOARD	3.00	0.71	0.00
LIBRARY BOARD	2.81	0.67	0.00
LAW ENFORCEMENT #1	7.81	1.86	0.00
HEALTH UNIT	4.00	0.95	0.00
HAMMOND REC. DIST.1	10.00	2.38	0.00
HAMMOND MAGNET SCHOOLS TAX	15.00	3.57	0.00
HAMMOND ALTERNATE SCHOOL	3.00	0.71	0.00
GARBAGE DIST. 1 MAINT	10.00	2.38	0.00
FORESTRY	0.08	0.69	0.00
FIRE PROTECTION DIST. 2 FLORIDA PARISH JUVENILE DIST	10.00 2.75	2.38 0.65	0.00 0.00
FIRE PROTECTION DIST 2	10.00	2.38	0.00
DRAINAGE DT.1 MT	4.96	1.18	0.00
DRAINAGE DIST 1 MT.	5.00	1.19	0.00
ASSESSMENT DISTRICT	4.65	1.11	0.00

Bookmark: http://www.tangiassessor.com/assessment 5119006.html | Disclaimer | 07/14/2021





Assessme	nt No. 2	145707				1	Print Shee
Taxpayer Name	e & Address						
JAMESTOWN INC	2					GIPA	
19354 HWY 190							0
HAMMOND LA, 7	0403					*AMITE	1
Freeze Applied	No	Ye	ar	N/A			
Homestead	No	Ye	ar	N/A	11		11
Book & Page	892 pg 7	734 20	xpayer Taxes 20	\$616.15		ARISY	
Transfer Date	03/01/20	000					
Purchase Price	\$365,000	0.00 La	nd Value	196			
		То	tal Value	5,196			
		Н/	S Value	0			
		Та	xpayer Value	5,196			
P734B1227 P683 Map Info	C 21 T6SR8E			3e b101 p88 b222 p In Sec 21 t6sr8e e		P220 B730 P2	
P734B1227 P683 Map Info Map ID No.	C 21 T6SR8E	B169 P598 B				P220 B730 P	
P734B1227 P683 Map Info Map ID No. Location	C 21 T6SR8E			IN SEC 21 T6SR8E E		P220 B730 P	
P734B1227 P683 Map Info Map ID No. Location Ward	C 21 T6SR8E 21T6R				1491 P773 B699	P220 B730 P2	
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres	C 21 T6SR8E 21T6R			IN SEC 21 T6SR8E E		P220 B730 P2	216 B892
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres	C 21 T6SR8E 21T6R			IN SEC 21 T6SR8E E 7Z 44541 GAHN LANE			216 B892
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres Subdivision	C 21 T6SR8E 21T6R SS			IN SEC 21 T6SR8E E 7Z 44541 GAHN LANE	491 P773 B699	Township	216 B892 Range
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres Subdivision	C 21 T6SR8E 21T6R ss cription			IN SEC 21 T6SR8E E 7Z 44541 GAHN LANE	491 P773 B699	Township	216 B892 Range
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres Subdivision Class Desc Assessment	C 21 T6SR8E 21T6R ss Cription t Value			IN SEC 21 T6SR8E E 7Z 44541 GAHN LANE	Section 21	Township	216 B892 Range R8E
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres Subdivision Class Desc Assessment Type Qty	C 21 T6SR8E 21T6R ss Cription t Value	80000108	200 P459 <mark>2.03A</mark> :	7Z 44541 GAHN LANE Lot Block	Section 21	Township T6S	216 B892 Range R8E
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres Subdivision Class Desc Assessment Type Qty RE 9.12	C 21 T6SR8E 21T6R ss cription t Value Units H	80000108	200 P459 2.03A	7Z 44541 GAHN LANE Lot Block Market Value	21 • Section 21	Township T6S	216 B892 Range R8E
P734B1227 P683 Map Info Map ID No. Location Ward Physical Addres Subdivision Class Desc Assessment Type Qty RE 9.12	C 21 T6SR8E 21T6R ss Cription t Value Units H, A 0 A 0	80000108	200 P459 <mark>2.03A</mark> : Tax Value 196	IN SEC 21 T6SR8E E 7Z 44541 GAHN LANE Lot Block Market Value 1,963	21 • Section 21 • Specia None	Township T6S	216 B892 Range R8E

https://search.tangiassessor.com/assessment/2145707

		Totals	0.00
Millage Description	Mi	llage Rate	Taxpayer Tax
City Taxes			
	Totals	616.15	0.00
SHERIFF'S OPERATIONAL	10.00	51.96	0.00
SCHOOL DISTRICT #100	4.06	21.10	0.00
ROAD LIGHT DISTRICT 5	3.50	18.19	0.00
PARISH ALIMONY-RURAL	3.06	15.90	0.00
MOSQUITO ABATEMENT	4.98	25.88	0.00
LIBRARY BOARD	3.00	15.59	0.00
LIBRARY BOARD	2.81	14.60	0.00
LAW ENFORCEMENT #1	7.81	40.58	0.00
HEALTH UNIT	4.00	20.78	0.00
HAMMOND REC. DIST.1	10.00	51.96	0.00
HAMMOND MAGNET SCHOOLS TAX	15.00	77.94	0.00
HAMMOND ALTERNATE SCHOOL	3.00	15.59	0.00
GARBAGE DIST. 1 MAINT	10.00	51.96	0.00
FLORIDA PARISH JUVENILE DIST	2.75	14.29	0.00
FIRE PROTECTION DIST 2	10.00	51.96	0.00
FIRE PROTECTION DIST 2	10.00	51.96	0.00
DRAINAGE DT.1 MT	4.96	25.98	0.00
ASSESSMENT DISTRICT DRAINAGE DIST 1 MT.	4.65 5.00	24.16 25.98	0.00 0.00

Bookmark: http://www.tangiassessor.com/assessment 2145707.html | Disclaimer | 07/08/2021



Assessment Number 2145707: Jamestown, Inc.

Assessment Data Listing

Assessmen	t No. 2140	101				
Taxpayer Name 8	& Address					
MAURIN ROBERT A	III				GIPA/	
P O BOX 1457						0
HAMMOND LA, 704	04				* AMITE	2
Freeze Applied	No	Year	N/A			
Homestead	No	Year	N/A	11		//
Book & Page	948 pg 769	Taxpayer Taxes 2020	\$72.58	V	ARISY	
Transfer Date	10/16/2002				~	
Purchase Price	N/A	Land Value	612			
		Total Value	612			
		H/S Value	0			
		Taxpayer Value	612			
		OF SE1/4 OF SEC 21 T6 69 B1227 P289 MAP 89 089			P98 B476 P218	3 B645
P363 B748 P811 B8 Map Info	92 P346 B948 P7	69 B1227 P289 MAP 89			P98 B476 P218	B645
P363 B748 P811 B8 Map Info Map ID No. Location	992 P346 B948 P7 21T6R80000	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL	E	P98 B476 P218	3 B645
P363 B748 P811 B8 Map Info Map ID No. Location Ward	992 P346 B948 P7 21T6R80000	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL	E	P98 B476 P218	
P363 B748 P811 B8 Map Info Map ID No. Location Ward Physical Address	992 P346 B948 P7 21T6R80000	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190	E EAST .		
P363 B748 P811 B8 Map Info Map ID No. Location Ward Physical Address	992 P346 B948 P7 21T6R80000	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190	E EAST . Section	Township	Range
P363 B748 P811 B8 Map Info Map ID No. LOCation Ward Physical Address Subdivision	92 P346 B948 P7 21T6R80000	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190	E EAST . Section	Township	Range
P363 B748 P811 B8 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment V	92 P346 B948 P7 21T6R80000	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190	EAST . Section 21	Township	Range R8E
P363 B748 P811 B8 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment V	92 P346 B948 P74 21T6R80000 iption /alue nits H/S Cre	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190 Lot Block	EAST . Section 21	Township T6S	Range R8E
P363 B748 P811 B8 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment V	192 P346 B948 P74 21T6R80000 iption /alue /alue /alue 0	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190 Lot Block Market Value	E EAST . Section 21 Specia	Township T6S	Range R8E
P363 B748 P811 B8 Map Info Map ID No. LOCATION Ward Physical Address Subdivision Class Descr Assessment N Type Qty U RE 0.51 A	192 P346 B948 P74 21T6R80000 21T6R80000 /alue /alue /alue /alue /alue /alue /alue /alue	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190 Lot Block Market Value	E EAST . Section 21 Specia	Township T6S	Range R8E
P363 B748 P811 B8 Map Info Map ID No. LOCATION Ward Physical Address Subdivision Class Descr Assessment V Type Qty U RE 0.51 A Parish Taxe	192 P346 B948 P74 21T6R80000 21T6R80000 /alue /alue /alue 0 20 25	69 B1227 P289 MAP 89	2/349 SEE MAP IN FIL 7Z 19354 HIGHWAY 190 Lot Block Market Value 6,120	E EAST . Section 21 Specia None Taxpayer	Township T6S	Range R8E

https://search.tangiassessor.com/assessment/2140101

		Totals	0.00
Millage Description		Millage Rate	Taxpayer Tax
City Taxes			
	Totals	72.58	0.00
SHERIFF'S OPERATIONAL	10.00	6.12	0.00
SCHOOL DISTRICT #100	4.06	2.48	0.00
ROAD LIGHT DISTRICT 5	3.50	2.14	0.00
PARISH ALIMONY-RURAL	3.06	1.87	0.00
MOSQUITO ABATEMENT	4.98	3.05	0.00
LIBRARY BOARD	3.00	1.84	0.00
LIBRARY BOARD	2.81	1.72	0.00
LAW ENFORCEMENT #1	7.81	4.78	0.00
HEALTH UNIT	4.00	2.45	0.00
HAMMOND REC. DIST.1	10.00	6.12	0.00
HAMMOND MAGNET SCHOOLS TAX	15.00	9.18	0.00
HAMMOND ALTERNATE SCHOOL	3.00	1.84	0.00
GARBAGE DIST. 1 MAINT	10.00	6.12	0.00
FLORIDA PARISH JUVENILE DIST	2.75	1.68	0.00
FIRE PROTECTION DIST 2 FIRE PROTECTION DIST. 2	10.00 10.00	6.12 6.12	0.00 0.00
DRAINAGE DT.1 MT	4.96	3.04	0.00

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Assessment Number 2140101: Robert Maurin, III



Assessment Data Listing

Assessmen	t No. 2033	402				
Taxpayer Name &	& Address				IRA	8
MAURIN ROBERT A	III				GIPA/	
P O BOX 1457						0
HAMMOND, LA, 704	404				*AMITE	2
Freeze Applied	No	Year	N/A			
Homestead	Yes	Year	N/A	11		///
Book & Page	948 pg 769	Taxpayer Taxes 2020	\$200.64	V	ARISY	
Transfer Date	10/16/2002					
Purchase Price	N/A	Land Value	1,692			
		Total Value	1,692			
		H/S Value	0			
		Taxpayer Value	1,692			
P289 MAP 1530/31 Map Info		1 T6SR8E B354 P364 B	357 P340 B481 P826 B	498 P430 B89	91 P44 B948 F	769 B1227
P289 MAP 1530/31 Map Info Map ID No. Location	0		357 P340 B481 P826 B	498 P430 B89	91 P44 B948 F	769 B1227
P289 MAP 1530/31 Map Info Map ID No. Location Ward	0 21T6R80000				91 P44 B948 F	769 B1227
P289 MAP 1530/31 Map Info Map ID No. Location Ward Physical Address	0 21T6R80000		72		91 P44 B948 F	
P289 MAP 1530/31 Map Info Map ID No. Location Ward Physical Address	0 21T6R80000		7Z 19354 HIGHWAY 190	EAST .		
P289 MAP 1530/31 Map Info Map ID No. Location Ward Physical Address Subdivision	0 21T6R80000		7Z 19354 HIGHWAY 190	EAST . Section	Township	Range
P289 MAP 1530/31 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr	0 21T6R80000		7Z 19354 HIGHWAY 190	EAST . Section	Township	Range
P289 MAP 1530/31 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment V	0 21T6R80000	0088	7Z 19354 HIGHWAY 190	EAST . Section 21	Township	Range R8E
P289 MAP 1530/31 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment V Type Qty U	21T6R80000	0088	7Z 19354 HIGHWAY 190 Lot Block	EAST . Section 21	Township T6S	Range R8E
P289 MAP 1530/314 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment V Type Qty U RE 1.41 A	21T6R80000	edit Tax Value	7Z 19354 HIGHWAY 190 Lot Block	EAST . Section 21 Specia	Township T6S	Range R8E
P289 MAP 1530/314 Map Info Map ID No. Location Ward Physical Address Subdivision Class Descr Assessment V	21T6R80000 21T6R80000 Value Value Inits H/S Cr 0 25	edit Tax Value	7Z 19354 HIGHWAY 190 Lot Block	EAST . Section 21 Specia	Township T6S	Range R8E
P289 MAP 1530/314 Map Info Map ID No. LOCATION Ward Physical Address Subdivision Class Descr Assessment V Type Qty U RE 1.41 A Parish Taxe	21T6R80000 21T6R80000 Value Value Units H/S Cr 0 25 on	edit Tax Value	7Z 19354 HIGHWAY 190 Lot Block Market Value 16,920	EAST . Section 21 Specia None	Township T6S	Range R8E

https://search.tangiassessor.com/assessment/2033402#

		Totals 0.0	
Millage Description	Millage Rate		Taxpayer Tax
City Taxes			
	Totals	200.64	0.00
SHERIFF'S OPERATIONAL	10.00	16.92	0.00
SCHOOL DISTRICT #100	4.06	6.87	0.00
ROAD LIGHT DISTRICT 5	3.50	5.92	0.00
PARISH ALIMONY-RURAL	3.06	5.18	0.00
MOSQUITO ABATEMENT	4.98	8.43	0.00
LIBRARY BOARD	3.00	5.08	0.00
LIBRARY BOARD	2.81	4.75	0.00
LAW ENFORCEMENT #1	7.81	13.21	0.00
HEALTH UNIT	4.00	6.77	0.00
HAMMOND REC. DIST.1	10.00	16.92	0.00
HAMMOND MAGNET SCHOOLS TAX	15.00	25.38	0.00
HAMMOND ALTERNATE SCHOOL	3.00	5.08	0.00
GARBAGE DIST. 1 MAINT	10.00	4.65	0.00
FIRE PROTECTION DIST. 2 FLORIDA PARISH JUVENILE DIST	10.00 2.75	16.92 4.65	0.00 0.00
FIRE PROTECTION DIST 2	10.00	16.92	0.00
DRAINAGE DT.1 MT	4.96	8.39	0.00

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Assessment Number 2033402: Robert Maurin, III