

Exhibit D. Schexnayder Site Property Deed Report

367

all remaining note not yet due, to become due and exigible forthwith and under foreclosure, the property to be seized and sold for cash. It is further understood and agreed that the purchaser shall have the right, and the same is hereby granted, of paying any of the note, in their respective order, herein given, at any time before maturity, on the payment of the principal of said note and all interest accrued thereon upto date of payment.

The parties to this act dispense with the production of the mortgage certificate required by Article 3364 of the Revised Civil Code of Louisiana and exonerate the undersigned notary from all liability in the premises. All the State and other taxes on the property herein conveyed have been paid, as evidenced by the tax-collector's receipt or certificate exhibited to me, Notary.

Thus done and passed, at Donaldsonville, in the Parish of Ascension, State of Louisiana, on this 26th day of November, A.D. 1938, in the presence of Alex Seals and W.C. Wells two legal witnesses who sign these presents with said appearers and me, said notary, after due reading.

Original signed: Henry Gauthreaux; Sally Landix Jones.

Witnesses: Alex Seals; W.C. Wells.

S.D. Sidney A. Marchand, Notary Public (L.S.)

Recorded from the original on file this the 9th day of December, 1938.

J. Bannan
Clerk & Recorder.
by

CAMILLE SCHEXNAYDER ET ALS TO BENNINGTON COUNTY SAVINGS BANK
United States of America,
State of Vermont
County of Windham

NOTARIAL VENDOR LIEN WARRANTY DEED

BE IT KNOWN AND REMEMBERED, That on this 28th day of November, A. A., 1938, Before me, Ethel A. Millington, a Notary Public, duly commissioned and qualified, sworn and acting, in and for said County and State, on this day in the presence of the witnesses hereinafter named and undersigned personally came and appeared-

BENNINGTON COUNTY SAVINGS BANK, a corporation organized, chartered and existing under and by virtue of the laws of the State of Vermont, with its principal office at Brattleboro, Vermont, herein represented by and acting through its duly authorized Vice President, Martin Austin, and its duly authorized Secretary, Fred C. Adams, by virtue of a resolution of the Board of Trustees, a certified copy of which is attached hereto and made a part hereof, who declared and acknowledged that for and in consideration of the price and sum of Fifteen Thousand Seven Hundred and no/100 (\$15,700.00) Dollars and on the terms and conditions hereinafter expressed, the said Bennington County Savings Bank, as owner and holder, by these presents does grant, bargain, sell, convey, transfer, assign, set over and deliver unto-

Camille Schexnayder, a resident of Bayou Goula in Iberville Parish, Louisiana, who is married to and abides with Grace Pollock- Schexnayder.

Edward Schexnayder, a resident of Bayou Goula in Iberville Parish, Louisiana, who is married to and abides with Lucille Labiche Schexnayder,

Davis Schexnayder, a resident of Donaldsonville in Ascension Parish, Louisiana, who is married to and abides with Agnes Delaune Schexnayder,

E. Frank Abadie, a resident of Donaldsonville in Ascension Parish, Louisiana, who is married to and abides with Elma Schexnayder Abadie, and

Adlard P. Gautreau, a resident of Donaldsonville in Ascension Parish, Louisiana, who is married to and abides with Rose Schexnayder Gautreau, appearing before the Notary Public and in the presence of the witnesses at Donaldsonville, Louisiana, as hereinafter named and undersigned, accepting and purchasing for themselves, their heirs and assigns, and acknowledging delivery and possession thereof, all the following described property situated in the Parish of Ascension, State of Louisiana, together with the buildings, improvements and appurtenances thereon and thereunto belonging, to wit:

FIRST- THE DUGAS PLANTATION

1st. The Dugas Plantation lying about one mile below the Town of Donaldsonville, having a frontage on the Mississippi River of approximately five (5) arpents and ninety (90) feet between opening or diverging lines, and fifty six and three quarters (56-3/4) arpents more or less, in average depth. Bounded above by the lands of Paul Dugas, now known as Lazarre Dugas tract, and below by the lands of the Estate of Octave Robert, (formerly Pierre Avrieux), and in the rear by the portion herein secondly described.

2nd. Also a strip of rectangular shape, comprising approximately 99.79 acres adjoining said Dugas Plantation in the rear, and extending from the prolongation of the upper line of said plantation eastward in the rear of the said Dugas Plantation and of the Octave Robert tract, up to the lands of A. Waguespack or Stella Plantation, and having a depth of about seven arpents, more or less, bounded in front by lands firstly described, in the rear and above by other lands of the Lemann Company, Ltd., now or formerly, and below by the Stella Plantation, together with all the buildings and improvements thereon and thereunto belonging to both of said described tracts Nos. 1 and 2, or in anywise appertaining to both said numbered tracts, being the same property acquired by the LeBoeuf Planting Company Ltd., from the Lemann Company, Ltd., on March 5, 1917, by act of sale before B.J. Vega, Notary Public, of the Parish of Ascension, Louisiana, duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 59, folio 496.

SECOND- THE DELAUNE OR LAZARRE DUGAS PLACES

1st. A certain plantation or tract of land situated in the Parish of Ascension, State of Louisiana, on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring three (3) arpents, more or less, in width on said River, by sixty-seven (67) arpents in depth, more or less, bounded above by the Perseverance Plantation, now or formerly of the Lemann Company, Ltd., below and in the rear by the Dugas Plantation, now owned by vendor herein, together with all the buildings and improvements thereon and thereunto belonging or in anywise appertaining; being the same property acquired by the LeBoeuf Planting Company, Ltd. on February 3, 1921, from A.A. DeLaune by act of sale before B.J. Vega, Notary Public in and for the Parish of Ascension, Louisiana, and is duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 63, folio 496.

2nd. A certain piece or parcel of land or lot of ground together with all the buildings and improvements thereon, all rights, ways, privileges thereunto belonging or in anywise thereto appertaining, situated in the fourth Ward of the Parish of Ascension, Louisiana, as per plan of the Dugas Plantation, made by Hepburn, Surveyor, filed in the Recorder's Office of the Parish of Ascension, in the name of the Succession of Paul Dugas and measuring one-half (1/2) arpent front on the Mississippi River by a depth of two and one-half (2 1/2) arpents, measured between parallel lines from the public road, and being measured in 1840

at the time of the donation of said land by Paul Dugas to his son, Emile Dugas, by act before V.P. Fajos, said land being bounded above by the lands of vendor herein, below by the lands of the Estate of Adelard Braud, and in the rear by lands now of vendor herein; being the same property acquired by the LeBoeuf Planting Company, Ltd. from A.A. Delaune, on February 3, 1921 by act of sale before B.J. Vega, Notary Public of the Parish of Ascension, Louisiana, in Book of Conveyances No. 63, folio .

THIRD L. A. LANDRY ET ALS TRACT

A certain tract of land lying, being and situated in the Parish of Ascension, Louisiana, and being more particularly described as a strip of land containing forty (40) acres, more or less, in the rear of the above described Dugas Plantation, firstly above described, and extending from the upper to the lower line thereof, and lying between the Dugas Plantation, as firstly above described, and the strip of rectangular shape secondly above described being the same property acquired by the said LeBoeuf Planting Company, Ltd., on the 2nd day of April, 1919, from L. A. Landry, et al, by act before B.J. Vega, Notary Public in and for the Parish of Ascension, Louisiana, and duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 62, folio 459, and from Walter Landry on August 8, 1919, by act before B.J. Vega, Notary Public of the Parish of Ascension, Louisiana, and is duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 62, folio 461.

FOURTH- V. P. THOMAS TRACT

A certain tract of land lying and being in the Parish of Ascension, Louisiana, on the right bank of the Mississippi River, at about one mile below the Town of Donaldsonville, measuring one-half (½) arpent front on said River by a depth of two and one-half (2½) arpents, bounded below by the Dugas Plantation of vendor herein, and above by the lands of Mrs. Elot Melancon, and in the rear also by lands of vendor herein; together with all the buildings and improvements thereon and thereunto belonging or in anywise thereto appertaining; being the same property acquired by the LeBoeuf Planting Company, Ltd. from V.P. Thomas, on January 20, 1919, by act before B.J. Vega, Notary Public of the Parish of Ascension, Louisiana, and is duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 62, folio 460.

Vendor reserves and there is specially excepted from this sale the following mineral royalty interest affecting the hereinabove described lands, to wit:

One-eighth of the usual one-eighth (1/8 of 1/8) royalty, or a one-sixty fourth (1/64) of the whole of any oil, gas or other minerals, non-participating, produced and saved from the said above described property; and the grantees moreover pledge and hypothecate their seven-eighths (7/8) of the royalty and any rentals or bonuses hereafter received by them or their heirs or assigns, to be applied to the first maturing instalment of the credit portion of the purchase price until all of the purchase price is paid and satisfied.

The vendor also reserves the lessor's share of the crop or the rents, income and revenue from the said premises for the year 1938, the said property being presently under lease and occupied, and possession to the grantees to be delivered at the termination of the said lease and not later than January 1, 1939.

TO HAVE AND TO HOLD the said property and appurtenances, unto the said purchasers and to their heirs and assigns forever, in full property, with full subrogation to all rights and actions in warranty against all former owners and vendors, and the vendor hereby binds itself, its successors and assigns, to forever warrant and defend the property herein conveyed against all legal claims and demands whatsoever, herein subrogating said purchasers to all rights and actions in warranty against all former owners and vendors, such rights of action to be exercised and enjoyed by the purchasers, their heirs and assigns, in the same manner as they might have been by this vendor.

This sale is made and accepted for and in consideration of the total sum and price of Fifteen thousand Seven Hundred and no/100 (\$15,700.00) Dollars, in deduction and part payment whereof the said purchasers have paid cash unto the said vendor the sum of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars, the receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor, and for the balance, say \$14,200.00, the said purchasers have furnished their eight (8) promissory notes, to wit:

One note for \$750.00 due on December 31, 1939
One note for \$750.00 due on December 31, 1940
One note for \$750.00 due on December 31, 1941
One note for \$500.00 due on December 31, 1942
One note for \$500.00 due on December 31, 1943
One note for \$500.00 due on December 31, 1944
One note for \$500.00 due on December 31, 1945
One note for \$950.00 due on December 31, 1946 all dated December 1, 1938, made payable to the order of the grantor herein at Vermont Savings Bank in the Town of Brattleboro Vermont, and stipulating to bear interest at the rate of five and one-half (5½%) per cent. per annum, payable December 31 annually, from December 1, 1938, until paid, and stipulating that in case it shall become necessary to place said notes in the hands of an attorney for collection, the said purchasers bind themselves to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten per cent. upon the amount involved which said notes, after having been paraphrased "Ne Varietur" the date of this act and my official signature, etc., for identity herewith, have been delivered to the said grantor as is hereby acknowledged.

Privilege is given the makers of the hereinabove described notes to make additional payments thereon of \$500.00, or any multiple thereof, on any interest paying date and/or to pay said notes in full at any time by paying principal balance and interest to the date of payment.

It is expressly agreed by both parties hereto that this act shall be construed as an authentic or notarial act, self-proving under the laws of the State of Louisiana, and that the same imports confession of judgment, authorizes executory process, and is to have the same force and effect as though executed by all parties before the same notary and in the presence of the same witnesses.

Now, therefore, in order to secure the full and punctual payment of the said notes, together with all interest accruing and to accrue thereon, and all costs, including the attorney's fees, and the amounts that may be paid by vendor or any future holder or holders of said notes for insurance or taxes, or either, as hereinafter provided, the property herein conveyed is hereby and shall remain specially mortgaged and hypothecated, and effected by privilege and lien, in favor of said vendor and of any future holder or holders of said notes. It is hereby agreed and understood, that the present act shall bear confession of judgment in favor of any holder or holders of said notes until final payment, the said purchasers binding themselves and their heirs not to alienate, deteriorate, incumber or mortgage the said property to the prejudice of this mortgage, and agree and bind themselves to effect and keep insurance against loss by fire in favor of vendor to the full insurable value of all buildings and improvements upon the said property, with loss payable clause or standard mortgage clause in favor of vendor or any future holder or holders of said notes, and to promptly pay all taxes that may accrue on said property, and on their neglect or refusal to pay taxes or effect and pay insurance, they hereby authorize vendor or any holder of said

369

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notes to pay same, the amount so paid to be secured by mortgage herein as aforesaid; and said purchasers further declared that in the event of any, or all, of said notes or any instalment or payment of interest not being paid at maturity, then all of said notes shall at once become due and exigible, and it shall be lawful for, and they hereby authorize said vendor or any holder of said notes to cause the property herein described and mortgaged to be seized and sold under executory process, issued by any competent court, for cash, and out the benefit of appraisalment, purchasers especially waiving notice of judgment and notice of seizure.

And it is further understood and agreed that said promissory notes may be transferred without the necessity of any notarial act of transfer thereof, and that such transfer shall carry with it into the hands of any and all future holder or holders of said promissory notes full and entire subrogation of title, in and to any and all rights and privileges under the mortgage herein granted to the said mortgagee, to be enjoyed and exercised by the said transferee or transferees in as full and complete a manner as they might have been by the said mortgagee.

Certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties hereto.

The grantor contracts and agrees to pay the taxes for the year 1938 and prior year and the grantees agree and bind themselves to pay the taxes for the year 1939 and subsequent years.

Thus Done, Read, Signed by the Bennington County Savings Bank, and Passed before me at my office in the Town of Brattleboro, Vermont, in the presence of Mary M. Bailey and H. T. Osborn, lawful witnesses, who hereunto sign with said party, and me, Notary, Public, on this day, month and year first above written.
Original signed: Bennington County Savings Bank by Martin Austin, Vice President and by Fred C. Adams, Secretary, Gantor (Seal).
Witnesses: Mary M. Bailey; H.T. Osborn
SGD. Ethel A. Millington, Notary Public in and for County of Windham, State of Vermont (My commission expires Feb. 10, 1939 and -

THUS DONE, ACCEPTED, SIGNED by the purchasers, and passed at Donaldsonville, Louisiana, before me, Walter Lemann, a Notary Public in and for Ascension Parish, Louisiana, in the presence of Garland Chauvin and Jos. Giofre, lawful witnesses, on this 1st day of December A.D., 1938. Sixteen Dollars Internal Revenue Stamps affixed to this Act and Cancelled.
Original signed: Camille Schexnayder; Edward Schexnayder; Davis Schexnayder; E. Frank Abadi
Adlard P. Gautreau
Witnesses: Garland Chauvin; Jos. Giofre.
SGD. Walter Lemann, Notary Public in and for Ascension Parish, Louisiana, (L.S.)
FOR RESOLUTIONS SEE C.O.B. 76 folio 477
Recorded from the original on file this the 10th day of December, 1938.

W. Barman
Clark & Recorder
dy

GLADYS MOORE FOGAN TO VINCENZO CHARLES LUPO
State of Louisiana,
Parish of Ascension

Be it known and remembered, that on this 12th day of the month of December, in the year of Our Lord One Thousand Nine Hundred and thirty-eight,

Before me, Rosalie Marsala, a Notary Public, duly commissioned, sworn and qualified within and for the parish of Ascension, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned,

Personally came and appeared, Vincenzo Charles Lupo, of full age of majority, unmarried, a resident of the Parish of Washington, State of Louisiana, who declared that he is the owner of the following described property, to-wit:

The corner portion of a certain lot of ground situated in Suburb Maginnisville, in the rear of the right of way of the Texas & Pacific Railway Company, at Donaldsonville, Louisiana, Ascension Parish, designated on the plan of Maginnisville made by Coleman & Malochee, Engineers, under date of April 15, 1902, as Lot Number One (1), the said corner portion of said Lot No. 1, measuring thirty-seven (37) feet front on Maginnis Avenue, by a depth between parallel lines of Fifty-three (53) feet; bounded in front by Maginnis Avenue in the rear by the portion of said Lot No. 1 sold by vendor to Bertha Howard, on one side by Lot No. 2, and on the other side by Church Street; said corner portion of said Lot No. 1 forming the southeast corner of Maginnis Avenue and Church Street; said Lot being in the square bounded by Maginnis Avenue, First Street, St. Elizabeth St., and Second Street; an abstract of which plan showing the location of said lot is attached to the original act of sale from the Maginnis Land & Improvement Co. Ltd., which said sale is recorded in Book of Conveyances No. 46, folio 442; and being a portion of the same property acquired by vendor by inheritance from his late father, Vincenzo Lupo. Together with all the buildings and improvements thereon and thereunto belonging.

Said vendor further declared that he did and does by these presents grant, bargain, sell, assign, convey, set over and deliver unto

Gladys Moore Fogan, widow of the late Bud Fogan, a resident of the Parish of Ascension, State of Louisiana, here present accepting and purchasing for herself, her heirs and assigns, and acknowledging the due delivery and possession of the above and foregoing described property and hereby recognizing the vendor's lien and privilege accorded by law on the said property in favor of the vendor and the future holder or holders of the herein-after described note.

To have and to hold the said property unto the said purchaser, her heirs and assigns in full property forever, free from any lien, mortgage or encumbrance whatever, with full and general warranty of title and with full subrogation to all the rights as held therein by said vendor.

This sale is made and accepted for and in consideration of the price and sum of Three Hundred (\$300.00) Dollars, payable as follows, to-wit: The sum of One Hundred Fifty (\$150.00) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged and good and valid acquittance and discharge given and granted for the same, and for the balance, say the sum of One Hundred Fifty (\$150.00) Dollars, the said purchaser has this day made, drawn, signed and executed her certain promissory note, to the order of herself, and by her endorsed in blank and made payable at the First National Bank in Donaldsonville, Louisiana, one year after date, for the said sum of One Hundred Fifty Dollars, and is conditioned to bear interest at the rate of eight per cent per annum from date until paid, which note after having been paraphrased "me Varietur" by me, Notary for identification herewith, was delivered to Lupo, who acknowledges the due delivery and receipt of the same.

In case it becomes necessary to institute legal proceedings to recover the amount

No
"NE VARIETUR"

39

FILE NO. 35836 THE FEDERAL LAND BANK OF NEW ORLEANS TO CAMILLE SCHEXNAYDER ET ALS

FORM No. 1958
Rev. 11-49

PARTIAL RELEASE

(Louisiana Federal Land Bank Loans)

STATE OF LOUISIANA
PARISH OF ORLEANS

KNOW ALL MEN BY THESE PRESENTS, that whereas THE FEDERAL LAND BANK OF NEW ORLEANS is present owner of a certain promissory mortgage note for the sum of FOURTEEN THOUSAND SEVEN HUNDRED (\$14,700.00) Dollars made and subscribed by Camille, Edward & Davis Schexnayder, E. Frank Abadie and Adland P. Gautreaux to the order of The Federal Land Bank of New Orleans and paraphed for identification with an Act of Mortgage recorded in Mortgage Book 3, page 384, of the Parish of Ascension, State of Louisiana, against the property described in said Act of Mortgage;

NOW, THEREFORE, the said THE FEDERAL LAND BANK OF NEW ORLEANS, herein appearing, through its undersigned officer, for a good and valuable consideration, does hereby release and does authorize and request the Recorder of Mortgages for the Parish of Ascension, State of Louisiana, to partially release said mortgage, only insofar as it affects the following:

Five certain lots or parcels of land, lying being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, and being parts or portions of the original Perserverance and Braud Plantations, and the Dugas Plantation, and being designated as Lots 1, 2, 3, 4, and 5 of a subdivision of Schexnayder Company as shown by map of survey made by J.C. Waties, Civil Engineer, dated February 1951, entitled "Sub-division of Schexnayder Co., Ascension Parish, La.", a copy of which map is attached to an act of partition between Adlard P. Gautreaux, Davis Schexnayder, Edmond Frand Abadie, Camille Schexnayder and Edward J. Schexnayder of record in the conveyance records of the Parish of Ascension, Louisiana, in Conveyance Book 94, File No. 35681, according to which said map each of said lots or parcels of land is described as follows:

FIRST

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.24 acres of land and being designated as Lot No. 1 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 1 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30, which point marks the division line between Lot No. 1 here described and Lot No. 2 of the above referred to map of survey, marked by an iron stake; and from said point of beginning running in a southwesterly direction on a line having a bearing of South 12 degrees West (shown on said map as North 12 degrees East), a distance of 1565 feet to a point marked by an iron stake; thence turning and running in a northwesterly direction on a line having a bearing of North 78 degrees West (shown on said map as South 78 degrees East), a distance of 313 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 12 degrees East, a distance of 1565 feet to a point on the southerly right of way line of said Louisiana Highway No. 30 and thence turning and running in a southeasterly direction, and along the southerly right of way line of said highway, on a line bearing South 78 degrees East, a distance of 313 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 1 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

SECOND

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.24 acres of land and being designated as Lot No. 2 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 2 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30, which point marks the division line between Lot No. 2 here described and Lot No. 1 of the above referred to map of survey, marked by an iron stake, and from said point of beginning running in a southwesterly direction on a line having a bearing of South 12 degrees West (shown on said map as North 12 degrees East), a distance of 1565 feet to a point marked by an stake; thence turning and running in a southeasterly direction on a line bearing South 78 degrees East, a distance of 313 feet to a point marked by an iron stake; and thence turning and running in a northeasterly direction on a line bearing North 12 degrees East, a distance of 1565 feet to a point in the southerly right of way line of said Louisiana Highway No. 30, marked by an iron stake; thence turning and running in a northwesterly direction along the southerly right of way line of said highway, and on a line having a bearing of North 78 degrees West (shown on said map as South 78 degrees East), a distance of 313 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 2 all the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes

thereunto appertaining or in anywise belonging.

THIRD

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.25 acres of land and being designated as Lot No. 3 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 3 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30, which point marks the point of division between the lot here described and Lot No. 2 of said map of survey, marked by an iron stake; and from said point of beginning running in a southwesterly direction on a line having a bearing of South 12 degrees West (shown on said map as North 12 degrees East), a distance of 1565 feet to a point marked by an iron stake; thence turning and running in a southeasterly direction on a line bearing South 78 degrees East, a distance of 313 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 12 degrees East, a distance of 1578.6 feet to a point in the southerly right of way line of said Louisiana Highway No. 30; thence turning and running in a northwesterly direction and along said southerly right of way line of said highway on a line having a bearing of North 85 degrees West (shown on said map as South 85 degrees East), a distance of 152 feet to a point; thence containing along said southerly right of way line of said highway and on a line having a bearing of North 78 degrees West (shown on said map as South 78 degrees East), a distance of 162 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 3 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

FOURTH

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.36 acres of land and being designated as Lot No. 4 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 4 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30 where said right of way line is intersected by the westerly right of way line of Dugas Plantation gravel road which point, marked by an iron stake, marks the point of beginning running in a southwesterly direction on a line bearing South 7 degrees 30 minutes West and along the westerly right of way line of Dugas Plantation gravel road, a distance of 1565 feet to a point marked by an iron stake; thence turning and running in a northwesterly direction on a line bearing North 18 degrees West, a distance of 313 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 7 degrees 30 minutes East, a distance of 1597 feet to a point in the southerly right of way line of Louisiana Highway No. 30, marked by an iron stake, and thence turning and running in a southeasterly direction on a line bearing South 76 degrees 30 minutes East, and along the southerly right of way line of Louisiana Highway No. 30, a distance of 320 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 4 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

FIFTH

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.24 acres of land and being designated as Lot No. 5 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 5 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30 where said right of way line is intersected by the section line between Sections 11 and 14 of Township 11 South, Range 15 East, which point marked by an iron stake marks the point of beginning of the tract here described, and from said point of beginning running in a southwesterly direction on a line bearing South 2 degrees 30 minutes West and along said section line, a distance of 1332 feet to a point marked by an iron stake; thence turning and running in a northwesterly direction on a line bearing North 81 degrees West, a distance of 4311.4 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 7 degrees 30 minutes East, a distance of 1316 feet to a point in the southerly right of way line of said Louisiana Highway No. 30, marked by an iron stake and thence turning and running in a southeasterly direction on a line bearing South 83 degrees East, a distance of 313 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 5 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

THUS DONE AND SIGNED at New Orleans, Louisiana, this 10th day of September, 1951.

WITNESSES:

Ondine H. Knobloch
Ondine H. Knobloch
Jennie Krinstensen
Jennie Krinstensen

ORIGINAL SIGNED:

THE FEDERAL LAND BANK OF NEW ORLEANS

By: JNO. L. Ryan

ATTEST:

A.C. Tighe (L.S.)
Assistant to the Secretary

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 10th day of September, 1951, before me, appeared JNO. L. RYAN to me personally known, who being by me duly sworn, did say that he is Vice President of THE FEDERAL LAND BANK OF NEW ORLEANS, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its bylaws and the Executive Committee, and said Vice-President acknowledged said corporation.

Witness my hand and official seal.

Harold Moses (L.S.)
Harold Moses Notary Public

Recorded from the original on file this the 17th day of Sept., 1951

Henry G. Dugas
CLERK & RECORDER

CONTRACT BETWEEN
FILE NO. 35858 sSTATE OF LOUISIANA AND W.H. PATTERSON & CO. ----

STATE OF LOUISIANA
DEPARTMENT OF HIGHWAYS
CONTRACT
FOR

Highway GONZALES-LITTLE PRAIRIE
Route 88 Project 265-02-04
Parish ASCENSION

STATE OF LOUISIANA
DEPARTMENT OF HIGHWAYS
CONTRACT

This Agreement, made and executed in five (5) original copies, on this 5th day of the month of September in the year of our Lord, one thousand, nine hundred and fifty-one, by and between the Department of Highways, acting by and through R.B. Richardson, Director of Highways, the Party of the First Part, and hereinafter designated as "Department," and W.H. Patterson & Co., Contractor, domiciled and doing business in Baton Rouge, Louisiana, Party of the Second Part, and hereinafter designated as "Contractor."

WITNESSETH, That, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to build, construct and complete in a thorough and workmanlike manner, to the satisfaction of the Chief Engineer of the Department of Highways State Project No. 265-02-04 entitled Gonzales-Little Prairie Highway Route No. 88, Parish Ascension, consisting of 2.562 miles of grading, shaping roadway, small drainage structures, soil cement base course and bituminous surface treatment (asphalt cement), located as follows:

Begins on State Route 88 approximately 2.7 miles north of Gonzales (end State Project 265-02-03), about 1.1 miles north of its intersection with State Route 267, thence north along State Route 88 to the intersection of State Routes 88 and 87 at Little Prairie. in accordance with the plans, on file in the Office of the Department at Baton Rouge, Louisiana, dated June 13, 1951, and with the Standard Specifications for Roads and Bridges approved by the Louisiana Highway Commission March 1, 1940, and with the proposal filed with the Department dated August 8, 1951, and with the Special Provisions accompanying said Proposal;

MORTGAGE
TO
THE FEDERAL LAND BANK
OF NEW ORLEANS

BY

CAMILLE SCHEXNAUDER, ET ALS.

STATE OF LOUISIANA

PARISH OF

BE IT KNOWN, that on this 10th day of January, 1941,

BEFORE ME, Sam. LeBlanc, Jr.,
a Notary Public in and for the above Parish and State,
personally came and appeared:

CAMILLE SCHEXNAYDER, EDWARD SCHEXNAYDER, DAVIS SCHEXNAYDER,
E. FRANK ABADIE AND ADLARD P. GAUTREAU

hereinafter called Mortgagor, whether one or more, of the Parish of ASCENSION, Louisiana, of full age, who declared that Mortgagor is justly and truly indebted unto THE FEDERAL LAND BANK OF NEW ORLEANS, hereinafter called Mortgagee, in the sum of

FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 (\$14,700.00) Dollars, today lent and advanced by Mortgagee to Mortgagor, which indebtedness and interest thereon, at the rate of 4 per cent per annum from January 15th, 1941, is repayable in 35 successive annual installments, of principal and interest, according to an amortization plan approved by the Land Bank Commissioner, the first of which is payable on the 15th day of

DECEMBER, 1941, and one on the same day of each year thereafter until all have been paid. After five years from the date of this mortgage Mortgagor may, upon any regular installment date, make in advance any number of payments or any portion thereof on account of the principal of this loan or pay the entire principal thereof, under rules and regulations of the Farm Credit Administration. The prepayment of the principal of one or more installments shall cause the remaining installments to mature earlier by a number of years corresponding to the number of installments paid in advance.

To represent said indebtedness Mortgagor has executed a certain promissory note of even date herewith, payable to the order of Mortgagee at its office in the City of New Orleans, Louisiana, for the amount of said indebtedness, bearing interest at the rate provided above from January 15th, 1941, providing for the payment of 10% attorney's fees on the amount due if placed in the hands of an attorney-at-law for collection or suit, repayable in the number of installments aforesaid, on the dates aforesaid, said installments being of principal and interest in the amounts provided in said note, the terms of which are hereby accepted and made part hereof by reference as though written herein. After having been paraphed "Ne Varietur" by me, Notary, for identification herewith, the said promissory note

was delivered to the said Mortgagee through C. C. REDDELL here present, acknowledging receipt thereof, and accepting this mortgage as security therefor.

In order to secure the payment of said note when due in principal, interest and attorney's fees, and in order to secure, exclusive of said sums and in addition thereto, any amounts that Mortgagee may advance or expend as elsewhere provided in this instrument, up to but not exceeding fifty (50%) per cent of the principal sum of said note, Mortgagor does by these presents, specially mortgage, affect and hypothecate, unto Mortgagee and any future holder or holders of said note, the following described

property, situated in the Parish of ASCENSION, Louisiana, to-wit:

1. All that part of the original PERSEVERANCE AND BRAUD PLANTATIONS situated in the Fourth Ward of the Parish of Ascension, particularly described as follows:

Beginning at the lower front or north corner, formerly belonging to Lazard Dugas, thence westerly along the front line of said Perseverance Plantation one hundred thirty-one (131) compasses; thence southerly thirty (30) compasses; thence westerly following the rear boundary line of the Sim's property twenty-seven (27) compasses; thence southerly fifteen hundred fifty-nine (1559) compasses to a point marked by a

grate bar; thence westerly two hundred thirty-nine (239) compasses; thence southerly one hundred sixty-three (163) compasses to intersect with the narrow gauge railroad and the Irish canal on the rear boundary line of said plantation; thence easterly ^{384A} along the upper line of Stella Plantation; thence northerly along the upper line of Stella Plantation to grate bar eleven hundred thirty-two (1132) feet; thence westerly along the rear line of the Dugas Plantation to a point marked by grate bar; thence northerly along the upper line of Dugas Plantation eleven hundred fifty-one (1151) feet to a point marked by a grate bar; thence westerly along the ditch to the rear of the Lazard Dugas tract to a point marked by a grate bar; thence northerly along the lower line of the Perseverance Plantation, being the dividing line of said plantation and the property of Lazard Dugas to the point of beginning, said tract of land containing five hundred sixty-five (565) acres, more or less.

2. THE DUGAS PLANTATION

A. The Dugas Plantation lying about one mile below the Town of Donaldsonville, fronting on the Mississippi River approximately five (5) arpents and ninety (90) feet between opening or diverging lines, and fifty-six and three-quarters (56-3/4) arpents more or less, in average depth, bounded above by the lands of Paul Dugas, now known as Lazzarre Dugas tract, and below by the lands of the Estate of Octave Robert, (formerly Pierre Avrieux), and in the rear by the portion herein next described.

B. A strip of rectangular shape, comprising approximately 99.79 acres adjoining said Dugas Plantation in the rear, and extending from the prolongation of the upper line of said plantation eastward in the rear of the said Dugas Plantation and of the Octave Robert tract, up to the lands of A. Waguespack or Stella Plantation, and having a depth of about seven arpents, more or less, bounded in front by lands described as 2 A., in the rear and above by lands of the Lemann Company, Ltd., now or formerly, and below by the Stella Plantation.

3. THE DELAUNE OR LAZARRE DUGAS PLACES

A. A certain plantation situated on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring three (3) arpents more or less, in width on said River, by sixty-seven (67) arpents in depth, more or less, bounded above by the Perseverance Plantation, nor or formerly of the Lemann Company, Ltd., below and in the rear by the Dugas Plantation.

B. A certain piece of land situated in the Fourth Ward of the Parish of Ascension as per plan of the Dugas Plantation by Hepburn, Surveyor, filed in the Recorder's Office of the Parish of Ascension, in the name of the Succession of Paul Dugas and measuring one-half (1/2) arpent front on the Mississippi River by a depth of two and one-half (2-1/2) arpents, measured between parallel lines from the public road in 1840, said land being bounded above by the lands of Paul Dugas, below by the lands of the Estate of Adelard Braud, and in the rear by lands of A. A. Delaune.

4. V. P. THOMAS TRACT

A certain tract of land lying on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring one-half (1/2) arpent front on said River by a depth of two and one-half (2-1/2) arpents, bounded below by the Dugas Plantation, above by the lands of Mrs. Eloi Melancon, and in the rear by lands of V. P. Thomas.

Said four tracts may be more particularly described in one tract, viz: Beginning at the southeast corner of Section 72, Township 11 South, Range 15 East (being in Perserverance Plantation), thence north 1132 feet to southeast corner of the 99.79-acre tract (#2-B), thence north to northeast corner of said Section 72, thence west 46.64 chains to southwest corner of Section 32, Township 11 South, Range 15 East, thence north to southwest corner of Section 31, Township 11 South, Range 15 East, thence east to the southeast corner of said Section 31, thence north on the line common to Sections 11 and 14, Township 11 South, Range 15 East, to the Mississippi River, thence west 2434 feet, thence south 185 feet past the road, thence west 166-1/3 feet, thence south parallel to the west line of Sections 16 and 29, Township 11 South, Range 15 East, 9613 feet, thence west 1473 feet, thence south 1005 feet to Irish Canal, thence following said canal and narrow

gauge railroad to south line of Section 73, Township 11 South, Range 15 East, thence east to point of beginning. Said tract being composed of all of Sections 14, 15, 16, 29, 30, 31, and 72 and parts of Sections 17, 28, ~~30~~, and 73, all in Township 11 South, Range 15 East. Together with all alluvion, batture, and accretion appertaining thereto.

Being the same property acquired by Camille Schexnayder, Edward Schexnayder, Davis Schexnayder, E. Frank Abadie and Adlard P. Gautreau by several acts, viz: From Bennington County Savings Bank on 11-28-38, C.B. 76/477, Ascension Bank and Trust Company in Liquidation on 2-28-39, C.B. 77/32 and from A. C. Simoneaux on _____, C.B. _____, page _____.

Less and except two small tracts fronting on the Mississippi River road, viz:

(a) Beginning 427 feet east of the upper line of the Dugas Plantation which point is about 1232 feet east of the intersection of the river road and the west line of the entire tract, thence south 141 feet, thence east 88 feet, thence north 141 feet, thence west 88 feet to point of beginning.

(b) A tract lying 55 feet east of said exception (a) and measuring 35 feet front on said river road by a depth of 141 feet between parallel lines.

Containing in all 1151 acres, more or less.

together with all minerals, including oil and gas, therein or thereunder, all buildings and improvements, and all rights, ways, privileges and appurtenances, servitudes and advantages, thereunto belonging or in any wise appertaining. The said property to remain so mortgaged until the full and final payment of said note in principal, interest, and attorney's fees, and all sums due or which may become due under this mortgage, the Mortgagor hereby binding himself not to sell, alienate, or encumber said property to the prejudice of this act.

Mortgagor further covenants and agrees:

1. To separately assess said property for taxation and to pay promptly when due all taxes, liens, judgments, or assessments which may be lawfully assessed against said property and to promptly furnish Mortgagee with tax receipts evidencing payment of all taxes.
2. To keep insured to the satisfaction of the Farm Credit Administration all buildings the value of which was a factor in determining the amount of this loan. Without limiting in any way the foregoing undertaking and in order to afford Mortgagee additional protection, Mortgagor further agrees to keep all insurable improvements now located or hereafter placed on said property insured against loss or damage by fire and windstorm in such amounts as may be required by, and with companies approved by, Mortgagee, and to deliver all policies to Mortgagee, with mortgage clauses satisfactory to Mortgagee attached. Any sums received from insurers for the account of Mortgagor, if not used in accordance with rules and regulations of the Farm Credit Administration to pay for the reconstruction of the buildings destroyed, may, at the option of Mortgagee, be applied on the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect.
3. To take good care of said property and cultivate same in a proper and farmerlike manner, and not to commit waste, cut, remove or damage timber or improvements, or allow waste to be committed, or timber or improvements to be cut, removed or damaged. If any of the provisions of this covenant are breached, Mortgagor agrees to pay all costs, expenses, and other charges of every kind, including reasonable attorney's fees, incurred by Mortgagee in investigating such violation and in protecting and preserving the property herein mortgaged.
4. That this mortgage is a valid first lien against all the land and improvements offered and appraised as security for this loan. If the validity of this mortgage or if Mortgagor's title to any of said land or improvements is questioned during the life of this instrument (whether by court proceedings or otherwise) or if any part of such land or improvements is not properly described herein, Mortgagee may, in its discretion, make such investigations and take such action as it may consider necessary or desirable for the protection of its interests and for this purpose may employ legal counsel or other professional or expert assistance and Mortgagor will promptly pay all expenses so incurred by Mortgagee.
5. That if Mortgagor defaults in any of the provisions of paragraphs 1, 2, 3 and 4 hereof, then Mortgagee may, at its option, pay such taxes, liens, judgments, or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs, and Mortgagor agrees to immediately pay Mortgagee all amounts so advanced, and that all amounts so advanced shall be secured hereby.
6. That all representations and statements made in the application for this loan are true and correct, that the proceeds of this loan will be used solely for the purposes specified in said application, and that Mortgagor will comply with all requirements and conditions imposed by Mortgagee in making this loan.
7. That Mortgagor will not sell, mortgage, or otherwise alienate the property herein described, or sell, lease, or otherwise alienate the minerals therein or thereunder or permit the exploration or exploitation of said property for minerals without the consent of Mortgagee in writing; and Mortgagor does hereby pledge and assign to Mortgagee, as additional security for all indebtedness secured by this mortgage, all rentals, royalties, benefits and damages accruing under all mineral leases or sales that may have heretofore been made or that may be made hereafter in connection with said property. The proceeds from such leases and sales shall be applied to the payment of the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect; provided, however, that Mortgagee shall not be liable for failure to pursue collection or enforce payment of said rentals, royalties, benefits and damages.
8. That all defaulted payments and all sums advanced by Mortgagee, as provided for herein, shall, from the date due, bear interest at the rate of eight (8%) per cent per annum until paid, which interest shall be secured hereby.

9. That Mortgagee may at any time, without notice, release all or any part of the property described herein, grant extensions or deferments of time of payment of the indebtedness secured hereby, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of the indebtedness secured hereby, or any part thereof, without affecting the priority of this lien or the personal liability of the Mortgagor or any other party liable or who may become liable for the payment of the indebtedness secured by this instrument.

10. This instrument and the note secured hereby shall be governed by and construed under the provisions of the Federal Farm Loan Act, as now or hereafter amended, the rules and regulations made pursuant thereto, and the laws of Louisiana not inconsistent therewith.

11. That the failure of Mortgagee to exercise any option or to make any decision or election under any of the terms, covenants, or stipulations herein expressed, shall not be deemed a waiver of the right to exercise such option or to make such decision or election at any time as to any past or subsequent violation of said terms, covenants, or stipulations.

12. That each covenant and agreement herein contained shall inure to the benefit of and bind the successors and assigns of Mortgagee and Mortgagor.

13. If Mortgagor fails to pay when due any sum hereby secured or fails to abide by or perform any of the agreements herein contained, or should Mortgagor (or any one of them) become insolvent or adjudicated a bankrupt or be made defendant in a bankruptcy or receivership proceeding, the whole indebtedness secured hereby may, at the option of Mortgagee, be declared due and exigible, and Mortgagee may cause the property herein mortgaged to be seized and sold by executory or any other legal process, without appraisal, the benefit of which is hereby waived, to the highest bidder for cash or on terms, the said Mortgagor hereby confessing judgment for the full amount of said note in principal, interest, and attorney's fees and all other indebtedness and the interest thereon that may become secured hereby, and waiving the three days' notice provided by Article 735 of the Louisiana Code of Practice, and the three days' delay provided by Article 655 of said Code and notice of seizure by the sheriff.

Mortgagor hereby waives any and all homestead exemptions to which Mortgagor is or may be entitled under the Constitution and laws of the State of Louisiana.
 GRACE POLLOCK SCHEXNAYDER, SPOUSE OF CAMILLE SCHEXNAYDER; LUCILLE LABICHE SCHEXNAYDER,

And now unto these presents intervened 7 spouse of EDWARD SCHEXNAYDER; AGNES, spouse of DELAUNE SCHEXNAYDER, spouse of DAVIS SCHEXNAYDER; EMMA SCHEXNAYDER ABADIE, spouse of E. FRANK ABADIE, and ROSE SCHEXNAYDER GAUTREAU, spouse of ADLARD P. GAUTREAU, who joins in the waiver of homestead exemptions hereinabove stipulated.

The parties to this act dispense with the certificate of mortgages required by law and agree to hold me, Notary, harmless for the non-production thereof.

~~Mortgagor declares that~~
 The Mortgagors severally declare their marital status as follows:
 CAMILLE SCHEXNAYDER declared that he has been married but once and then to GRACE POLLOCK SCHEXNAYDER with whom he is presently living and residing in community.
 EDWARD SCHEXNAYDER declared that he has been married but once and then to LUCILLE LABICHE SCHEXNAYDER with whom he is presently living and residing in community.
 DAVIS SCHEXNAYDER declared that he has been married but once and then to AGNES DELAUNE SCHEXNAYDER with whom he is presently living and residing in community.
 E. FRANK ABADIE declared that he has been married but once and then to EMMA SCHEXNAYDER ABADIE with whom he is presently living and residing in community.
 ADLARD P. GAUTREAU declared that he has been married but once and then to ROSE SCHEXNAYDER GAUTREAU with whom he is presently living and residing in community.

THUS DONE AND PASSED at Donaldsonville, Louisiana, on the day, month, and year first above written, in the presence of Lillian R. Blanchard and A. L. Brou, competent witnesses, who sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:
Camille Schexnayder
Edward Schexnayder
Davis Schexnayder
E. Frank Abadie
Adlard P. Gautreau
Lucille Labiche Schexnayder
Agnes Delaune Schexnayder
Rose Schexnayder Gautreau
Emma Schexnayder Abadie
Grace Pollock Schexnayder
 THE FEDERAL LAND BANK OF NEW ORLEANS
 By C. C. Bellamy

Witnesses:
Lillian R. Blanchard
A. L. Brou
Sam A. LeBlanc Jr.
 Notary Public.

STATE OF LOUISIANA

PARISH OF ASCENSION

I certify that the foregoing is a true and correct copy of the original mortgage filed for record in my office on this _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, of Mortgages, on Page _____.

Witness my hand and seal.

Clerk of Court.

ENDORSEMENT

In accordance with the terms and conditions of the Federal Farm Loan Act, the undersigned National Farm Loan Association hereby endorses and becomes liable for the payment of the indebtedness secured by the within mortgage.

ASCENSION National Farm Loan Association

of GONZALES, LOUISIANA

By C. C. Redding
Secretary-Treasurer

State of Louisiana—Parish of Ascension
I do hereby certify that the above and foregoing was received by me and duly recorded in Book _____ of Mortgages, on Page _____ of Volume _____, this 27 day of April, 1941.
Clerk and Recorder
James Green

fronting on the Mississippi River approximately five (5) arpents and ninety (90) feet between opening or diverging lines, and fifty-six and three-quarters ($56\frac{3}{4}$) arpents more or less, in average depth, bounded above by the lands of Paul Dugas, now known as Lazarre Dugas tract, and below by the lands of the Estate of Octave Robert, (formerly Pierre Avrieux), and in the rear by the portion herein next described. 3880

B. A strip of rectangular shape, comprising approximately 99.79 acres adjoining said Dugas Plantation in the rear, and extending from the prolongation of the upper line of said plantation eastward in the rear of the said Dugas Plantation and of the Octave Robert tract, up to the lands of A. Waguespack or Stella Plantation, and having a depth of about seven arpents, more or less, bounded in front by lands described as 2 A., in the rear and above by lands of the Lemann Company, Ltd., now or formerly, and below by the Stella Plantation.

3. THE DELAUNE OR LAZARRE DUGAS PLACES

A. A certain plantation situated on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring three (3) arpents more or less, in width on said River, by sixty-seven (67) arpents in depth, more or less, bounded above by the Perseverance Plantation, now or formerly of the Lemann Company, Ltd., below and in the rear by the Dugas Plantation.

B. A certain piece of land situated in the Fourth Ward of the Parish of Ascension as per plan of the Dugas Plantation by Hepburn, Surveyor, filed in the Recorder's Office of the Parish of Ascension, in the name of the Succession of Paul Dugas and measuring one-half ($1/2$) arpent front on the Mississippi River by a depth of two and one-half ($2\frac{1}{2}$) arpents, measured between parallel lines from the public road in 1840, said land being bounded above by the lands of Paul Dugas, below by the lands of the Estate of Adelard Braud, and in the rear by lands of A. A. Delaune.

4. V. P. THOMAS TRACT

A certain tract of land lying on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring one-half ($1/2$) arpent front on said River by a depth of two and one-half ($2\frac{1}{2}$) arpents, bounded below by the Dugas Plantation, above by the lands of Mrs. Eloi Melancon, and in the rear by lands of V. P. Thomas.

Said four tracts may be more particularly described in one tract, viz: Beginning at the southeast corner of Section 72, Township 11 South, Range 15 East (being in Perserverance Plantation), thence north 1132 feet to southeast corner of the 99.79-acre tract (#2-B), thence north to northeast corner of said Section 72, thence west 46.64 chains to southwest corner of Section 32, Township 11 South, Range 15 East, thence north to southwest corner of Section 31, Township 11 South, Range 15 East, thence east to the southeast corner of said Section 31, thence north on the line common to Sections 11 and 14, Township 11 South, Range 15 East, to the Mississippi River, thence west 2434 feet, thence south 185 feet past the road, thence west $166\frac{1}{3}$ feet, thence south parallel to the west line of Sections 16 and 29, Township 11 South, Range 15 East, 9613 feet, thence west 1473 feet, thence south 1005 feet to Irish Canal, thence following said canal and narrow

guage railroad to south line of Section 73, Township 11 South, Range 15 East, thence east to point of beginning. Said tract being composed of all of Sections 14, 15, 16, 29, 30, 31, and 72 and parts of Sections 17, 28, ~~XX~~, and 73, all in Township 11 South, Range 15 East. Together with all alluvion, batture, and accretion appertaining thereto.

Being the same property acquired by Camille Schexnayder, Edward Schexnayder, Davis Schexnayder, E. Frank Abadie and Adlard P. Gautreau by several acts, viz: From Bennington County Savings Bank on 11-28-38, C.B. 76/477, Ascension Bank and Trust Company in Liquidation on 2-28-39, C.B. 77/32 and from A. C. Simoneaux on _____, C.B. _____, page _____.

Less and except two small tracts fronting on the Mississippi River road, viz:

(a) Beginning 427 feet east of the upper line of the Dugas Plantation which point is about 1232 feet east of the intersection of the river road and the west line of the entire tract, thence south 141 feet, thence east 88 feet, thence north 141 feet, thence west 88 feet to point of beginning.

(b) A tract lying 55 feet east of said exception (a) and measuring 35 feet front on said river road by a depth of 141 feet between parallel lines.

Containing in all 1151 acres, more or less.

REAL ESTATE AND CHattel MORTGAGE

to
**THE LAND BANK
COMMISSIONER**

of the FEDERAL FARM MORTGAGE
pursuant to Part 3 of the Act of
as the 'Emergency Farm Mortgage

STATE OF LOUISIANA
PARISH OF Ascension.

134742

BE IT KNOWN, that on this 20th day of
January, 1941,

BEFORE ME, Sam A. LeBlanc, Jr.,
Notary Public in and for the above Parish and
State, personally came and appeared:

CAMILLE SCHEXNAYDER, EDWARD SCHEXNAYDER, DAVIS SCHEXNAYDER,
E. FRANK ABADIE AND ADLARD P. GAUTREAU

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Mortgagor, whether one or more, of the Parish of ASCENSION,
age, who declared that Mortgagor is justly and truly indebted to the LAND BANK COM-
on behalf of the FEDERAL FARM MORTGAGE CORPORATION pursuant to Part 3
less known as the "Emergency Farm Mortgage Act of 1933," as amended, hereinafter called

the sum of FIVE THOUSAND THREE HUNDRED AND NO/100

) Dollars, today lent and advanced by Mortgagee to Mortgagor, which indebtedness, and
January 15th, 1941

at the rate of 5 per cent per annum from the date hereof, is repayable on an amortiza-

n of 20 successive annual installments of principal and interest, the first

on the 15th day of DECEMBER, 1941, and one on the same day of each
have been paid.

indebtedness Mortgagor has executed a certain promissory note of even date herewith,
Mortgagee at its office in the City of New Orleans, Louisiana, bearing interest and being
and providing for the payment of 10% attorney's fees on the amount due if placed in
y-at-law for collection or suit; the terms of said note being hereby accepted and made
rence as though written herein. After having been paraphed "Ne Varietur" by me,
tion herewith, the said promissory note was delivered to the said Mortgagee through

here present, acknowledging receipt thereof, and accepting this mortgage

the payment of said note when due, including principal, interest and attorney's fees, and
aid sums and in addition thereto, any amounts that Mortgagee may advance or expend
this instrument, up to but not exceeding fifty (50%) per cent of the principal sum of
s by these presents, specially mortgage, affect and hypothecate unto Mortgagee
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1. All that part of the original PERSEVERANCE AND BRAUD PLANTATIONS situated in the Fourth
Ward of the Parish of Ascension, particularly described as follows:

Beginning at the lower front or north corner, formerly belonging to Lazard Dugas,
thence westerly along the front line of said Perseverance Plantation one hundred
thirty-one (131) compasses; thence southerly thirty (30) compasses; thence westerly
following the rear boundary line of the Sim's property twenty-seven (27) compasses;
thence southerly fifteen hundred fifty-nine (1559) compasses to a point marked by a
grate bar; thence westerly two hundred thirty-nine (239) compasses; thence southerly
one hundred sixty-three (163) compasses to intersect with the narrow gauge railroad
and the Irish canal on the rear boundary line of said plantation; thence easterly
along the upper line of Stella Plantation; thence northerly along the upper line of
Stella Plantation to grate bar eleven hundred thirty-two (1132) feet; thence westerly
along the rear line of the Dugas Plantation to a point marked by grate bar; thence
northerly along the upper line of Dugas Plantation eleven hundred fifty-one (1151)
feet to a point marked by a grate bar; thence westerly along the ditch to the rear
of the Lazard Dugas tract to a point marked by a grate bar; thence northerly along
the lower line of the Perseverance Plantation, being the dividing line of said
plantation and the property of Lazard Dugas to the point of beginning, said tract
of land containing five hundred sixty-five (565) acres, more or less.

2. THE DUGAS PLANTATION

The Dugas Plantation lying about one mile below the Town of Donaldsonville.

Donaldsonville, Louisiana, January 20th, 1941, \$ 5300.00

For value received the undersigned jointly, severally, and in solido, promise to pay to the order of the LAND BANK COMMISSIONER, acting pursuant to Part 3 of the Act of Congress known as the "Emergency Farm Mortgage Act of 1933", at his office in the City of New Orleans, in the State of Louisiana, the principal sum of

FIVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS
 lawful money of the United States of America, with interest on said principal sum or the unpaid balance thereof, at the rate of 5 per centum per annum, payable as follows: interest payments on said principal sum or the unpaid balance thereof to be made annually on the 15th day of DECEMBER in each year; said principal sum being payable on an amortization plan, and in 20 equal successive annual installments of TWO HUNDRED SIXTY-FIVE AND NO/100 Dollars each, the first such installment being payable on the 15th day of DECEMBER, 1941, and the remaining installments being payable on each succeeding interest payment date to and including the 15th day of DECEMBER, 1960. The drawers hereof may, at any time, pay one or more installments of said principal sum, or the entire unpaid balance thereof, and any principal payments in addition to those herein before contracted to be made shall operate to discharge the indebtedness at an earlier date and shall not reduce the amount or defer the due date of any subsequent installment of principal.

This note is, in all respects, subject to the terms of the act of mortgage securing this indebtedness today executed by the undersigned to the LAND BANK COMMISSIONER, and if the maker hereof shall be in default in respect to any of said payments or in the performance of any of the covenants, conditions, or agreements contained in the mortgage given to secure the payment hereof, the whole of the principal of said loan, and all other lawful charges then unpaid shall, at the option of the holder hereof, become forthwith due and payable, and in the event of any such defaults, the holder of this note may foreclose upon any or all security in the order which he prefers.

As part of the consideration hereof the undersigned agree to pay ten per cent (10%) additional on the amount hereof as an attorney's fee for collection and all costs of collection. The drawers and endorsers of this note hereby severally waive presentment for payment, protest and notice of protest and non-payment.

David Schepmeyer
E. Frank Abadie
Adlard P. Cantrean
Camille Schepmeyer
Edward Schepmeyer

of the Lazard Dugas tract to a point marked by a grate bar; thence northerly along the lower line of the Perseverance Plantation, being the dividing line of said plantation and the property of Lazard Dugas to the point of beginning, said tract of land containing five hundred sixty-five (565) acres, more or less.

2. THE DUGAS PLANTATION

about one mile below the Town of Donaldsonville,

Principal, \$ 5300.00 Rate 5 %

[illegible]

together with all minerals, including oil and gas, therein or thereunder, all buildings and improvements, and all rights, ways, privileges and appurtenances, servitudes and advantages, thereunto belonging or in any wise appertaining. The said property to remain so mortgaged until the full and final payment of said note, including principal, interest, and attorney's fees, and all sums due or which may become due under this mortgage, the Mortgagor hereby binding himself not to sell, alienate, or encumber said property to the prejudice of this act.

Mortgagor further covenants and agrees:

1. To separately assess said property for taxation and to pay promptly when due all taxes, liens, judgments, or assessments which may be lawfully assessed against said property and to promptly furnish Mortgagee with tax receipts evidencing payment of all taxes.

2. To keep all insurable improvements now located or hereafter placed on said property insured against loss or damage by fire and windstorm in such amounts as may be required by, and with companies approved by, Mortgagee, and to deliver all policies to Mortgagee, with mortgage clauses satisfactory to Mortgagee attached. Any sums received from insurers for the account of Mortgagor may, at the option of Mortgagee, be applied on the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect, or used to pay for reconstruction of the buildings destroyed.

3. To take good care of said property and cultivate same in a proper and farmerlike manner, and not to commit waste, cut, remove or damage timber or improvements, or allow waste to be committed, or timber or improvements to be cut, removed or damaged. If any of the provisions of this covenant are breached, Mortgagor agrees to pay all costs, expenses, and other charges of every kind, including reasonable attorney's fees, incurred by Mortgagee in investigating such violation and in protecting and preserving the property herein mortgaged.

4. That, except as herein otherwise disclosed, this mortgage is a valid first lien against all the property offered and appraised as security for this loan. If the validity of this mortgage or Mortgagor's title to any of said property is questioned during the life of this instrument (whether by court proceedings or otherwise) or if any part of the property is not properly described herein, Mortgagee may, in its discretion, make such investigations and take such action as it may consider necessary or desirable for the protection of its interests and for this purpose may employ legal counsel or other professional or expert assistance and Mortgagor will promptly pay all expenses so incurred by Mortgagee.

5. That if Mortgagor defaults in any of the provisions of Paragraphs 1, 2, 3 and 4 hereof, then Mortgagee may, at its option, pay such taxes, liens, judgments, or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs, and Mortgagor agrees to immediately pay Mortgagee all amounts so advanced, and that all amounts so advanced shall be secured hereby.

6. That all representations and statements made in the application for this loan are true and correct, that the proceeds of this loan will be used solely for the purposes specified in said application, and that Mortgagor will comply with all requirements and conditions imposed by Mortgagee in making this loan.

7. That Mortgagor will not sell, mortgage, or otherwise alienate the property herein described, or sell, lease, or otherwise alienate the minerals therein or thereunder or permit the exploration or exploitation of said property for minerals without the consent of Mortgagee in writing; and Mortgagor does hereby pledge and assign to Mortgagee, as additional security for all indebtedness secured by this mortgage, all rentals, royalties, benefits and damages accruing under all mineral leases or sales that may have heretofore been made or that may be made hereafter in connection with said property. The proceeds from such leases and sales shall be applied to the payment of the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect; provided, however, that Mortgagee shall not be liable for failure to pursue collection or enforce payment of said rentals, royalties, benefits and damages.

8. That all sums advanced by Mortgagee, as provided for herein, shall, from the date due, bear interest at the rate of five (5%) per cent per annum until paid, which interest shall be secured hereby.

9. That Mortgagee may at any time, without notice, release all or any part of the property described herein, grant extensions or deferments of time of payment of the indebtedness secured hereby, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of the indebtedness secured hereby, or any part thereof, without affecting the priority of this lien or the personal liability of the Mortgagor or any other party liable or who may become liable for the payment of the indebtedness secured by this instrument.

10. This instrument and the note secured hereby shall be governed by and construed under the provisions of Part 3 of the Act of Congress known as the "Emergency Farm Mortgage Act of 1933", acts amendatory thereof and supplementary thereto, and the rules and regulations of the Land Bank Commissioner acting pursuant thereto and of the Federal Farm Mortgage Corporation, and the laws of Louisiana not inconsistent therewith.

11. That the failure of Mortgagee to exercise any option or to make any decision or election under any of the terms, covenants, or stipulations herein expressed, shall not be deemed a waiver of the right to exercise such option or to make such decision or election at any time as to any past or subsequent violation of said terms, covenants, or stipulations.

12. That each covenant and agreement herein contained shall bind all successors in interest of Mortgagor, and all the rights, powers, benefits and discretion herein conferred upon and vested in Mortgagee shall inure to the benefit of and be vested in any holder of the indebtedness hereby secured and any of the agents, officers, or employees of any such holder.

13. If Mortgagor fails to pay when due any sum hereby secured or fails to abide by or perform any of the agreements herein contained, or should Mortgagor (or any one of them) become insolvent or adjudicated a bankrupt or be made defendant in a bankruptcy or receivership proceeding, the whole indebtedness secured hereby may, at the option of Mortgagee, be declared due and exigible, and Mortgagee may cause the property herein mortgaged to be seized and sold by executory or any other legal process, without appraisal, the benefit of which is hereby waived, to the highest bidder for cash or on terms, the said Mortgagor hereby confessing judgment for the full amount of said note in principal, interest, and attorney's fees and all other indebtedness and the interest thereon that may become secured hereby, and waiving the three days' notice provided by Article 735 of the Louisiana Code of Practice, and the three days' delay provided by Article 655 of said Code and notice of seizure by the sheriff.

Mortgagor hereby waives any and all homestead exemptions to which Mortgagor is or may be entitled under the Constitution and laws of the State of Louisiana.

GRACE POLLOCK SCHEXNAYDER, spouse of CAMILLE SCHEXNAYDER; LUCILLE LABICHE SCHEXNAYDER, spouse of EDWARD SCHEXNAYDER; AGNES DELAUNE SCHEXNAYDER, spouse of DAVIS SCHEXNAYDER; EMMA SCHEXNAYDER ABADIE spouse of E. FRANK ABADIE, ROSE SCHEXNAYDER spouse of ADLARD P. GAUTREAU, who joins in the waiver of homestead exemptions hereinabove stipulated.

The parties to this act dispense with the certificate of mortgages required by law and agree to hold me, Notary, harmless for the non-production thereof.

~~Mortgagors declare that~~ The Mortgagors severally declare their marital status as follows: CAMILLE SCHEXNAYDER declared that he has been married but once and then to GRACE POLLOCK SCHEXNAYDER with whom he is presently living and residing in community. EDWARD SCHEXNAYDER declared that he has been married but once and then to LUCILLE LABICHE SCHEXNAYDER with whom he is presently living and residing in community. DAVIS SCHEXNAYDER declared that he has been married but once and then to AGNES DELAUNE SCHEXNAYDER with whom he is presently living and residing in community. E. FRANK ABADIE declared that he has been married but once and then to EMMA SCHEXNAYDER ABADIE with whom he is presently living and residing in community. ADLARD P. GAUTREAU declared that he has been married but once and then to ROSE SCHEXNAYDER GAUTREAU with whom he is presently living and residing in community.

By the annexed certificate of the Clerk of Court for _____ Parish, it will appear that said property is not subject to any encumbrance priming the mortgage hereby executed except:

A mortgage on said property to secure the payment of \$14,700.00 to THE FEDERAL LAND BANK OF NEW ORLEANS, same being of even date with this mortgage and filed for record on the _____ day of _____, 19____, under entry No. _____ of the mortgage records of the afore-said Parish and State.

THUS DONE AND PASSED at _____ Donaldsonville _____, Louisiana, on the day, month, and year first above written, in the presence of _____ George R. Blum _____ and _____

Lillian R. Blanchard _____, competent witnesses, who sign their names with the said appearers and me, Notary, after due reading of the whole

~~WITNESSES~~

Camille Schexnayder
Edward Schexnayder
Davis Schexnayder
E. Frank Abadie
Adlard P. Gautreau

Lucille La Biche Schexnayder
Agnes Delaune Schexnayder
Rose Schexnayder Gautreau
Emma Schexnayder Abadie
Grace Pollock Schexnayder

WITNESSES:

George R. Blum
Lillian R. Blanchard

Notary Public.

STATE OF LOUISIANA

PARISH OF ASCENSION

I certify that the foregoing is a true and correct copy of the original mortgage filed for record in my office on this _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, of Mortgages, on Page _____.

Witness my hand and seal.

Clerk of Court.

State of Louisiana—Parish of Assumption

I, do hereby certify that the above and fore-
going was received, filed and recorded in Book

of Amalgam No. 3 P. No. 388

this 27 day of Jan, 1941

Berna P. Jones
Clerk and Recorder