

## **CASH SALE**

### **STATE OF LOUISIANA**

On the September 8, 2021 before me, a Notary Public in and for the above state and residing therein, and in the presence of the subscribing witnesses, personally appeared:

**I-59 SOUTH MOBILE HOME PARK LLC, a Louisiana Limited Liability Company, duly organized, validly existing and in good standing under the laws of the State of Louisiana, appearing herein through, Shirley C. Stanford, it's duly authorized Manager/Member by virtue of that Authorization of Members dated November 5, 2018, the original of which is filed for record at CIN 2134924 in the official records of the Clerk of Court for St. Tammany Parish, Louisiana.**

Mailing address: 39585 Stanford Drive, Slidell, LA 70461

herein called SELLER(S), who declared that for the price and sum of **THREE HUNDRED TWENTY SIX THOUSAND AND 00/100 (\$326,000.00)** cash, receipt of which is acknowledged, SELLER(S) hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

**59 MILITARY INVESTMENTS, LLC, a Louisiana Limited Liability Company, duly organized, validly existing and in good standing under the laws of the State of Louisiana, appearing herein through, Christopher Pomes, its duly authorized Member and Michael Divincenti, it's duly authorized Manager/Member by virtue of that Authorization of Members dated September 7, 2021, the original of which is attached hereto and made a part hereof.**

Mailing address: 42090 Downey Road, Slidell, LA 70461

herein called BUYER(S), here present and accepting, purchasing for themselves, their heirs and assigns, the following described property, the possession and delivery of which BUYER(S) acknowledges:

**THAT CERTAIN PIECE OR PORTION OF GROUND, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in St. Tammany Parish, Louisiana, being more fully described as follows, to-wit:**

**LOTS 7-11, I-59 COMMERCIAL PARK SUBDIVISION, ST. TAMMANY PARISH, LOUISIANA.**

**All in accordance with survey by Borgen Engineering dated April 18, 1984 and Map File No. 896-A.**

**FOR INFORMATIONAL PURPOSES ONLY:**

**Being the same or a portion of the same property acquired by I-59 South Mobile Home Park, LLC from Southeast Investments, L.L.C. by Act of Sale dated February 7, 2006 and recorded at CIN 1537329 in the official records of the Clerk of Court for St. Tammany Parish, Louisiana.**

**The improvements thereon bear the Municipal Number: 101 Commercial Drive, Pearl River, LA 70452**

To have and to hold the above described property unto said vendee, and vendee's heirs, successors and assigns forever.

**MINERAL RIGHTS:** If SELLER(S) owns any mineral rights, they are to be conveyed without warranty to BUYER(S).

**DECLARATIONS, BY-LAWS, RESTRICTIONS and COVENANTS**

Purchaser(s) herein assume all responsibility and liability in connection with obtaining, reading and reviewing any and all Declarations, Restrictions and/or Covenants of record before this transfer and do hereby hold harmless, waive and release me, Notary, Allegiance Title & Land Services, LLC and/or its employees/agents from any and all liability and responsibility in connection therewith.

**PURCHASER(S) INITIALS:** CP [Signature]

**NOTE: SALE "AS IS" WITHOUT WARRANTIES:** SELLER(S) and BUYER(S) hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further BUYER(S) does hereby waive, relieve and release SELLER(S) 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 Sales Price pursuant to Louisiana Civil Code Article 2541, *et seq.* Additionally, BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER(S) and BUYER(S) acknowledge that they have read the above and sought their own legal counsel and they hereby release and relieve Allegiance Title & Land Services, L.L.C. and/or Notary Public from any and all liability in connection therewith.

**SELLER(S) INITIALS:**

**PURCHASER(S) INITIALS:**

[Signature] \_\_\_\_\_

CP [Signature]

**THIS SALE IS SUBJECT TO THE FOLLOWING:**

1. Any restrictions, covenants, easements, rights of way, servitudes, setback lines recorded in the official records of the Parish of St. Tammany and restrictions recorded on the plan of subdivision and in CHAIN OF TITLE but omitting any covenants or restrictions, if any based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Subdivision Map No.896-A.
3. Servitude Agreement with CLECO recorded at 1201750 & 1201751.
4. Per plan of subdivision: Building set back lines of: Front N/A feet; Side Setbacks N/A feet; Street Side N/A feet; and Rear N/A feet and Front 10 feet Utility or Drainage Servitude and Rear N/A feet Utility or Drainage Servitude.
5. 20 FT. DRAINAGE EASEMENT BETWEEN LOTS 10 & 11, 10 FT. ON EACH SIDE.
6. GREEN SPACE AND DRAINAGE AND UTILITY EASEMENTS BEHIND LOTS 10 & 11

Taxes were pro-rated to the date of the Act of Sale based on the 2020 tax amount, which is the only information available to us at the time of closing. Buyer(s) will be responsible for obtaining and paying the tax bill for the 2021 tax year. Any further pro-rations which may be needed once the tax bill is released are to be settled between the Buyer(s) and Seller(s) and they hereby release and relieve Allegiance Title & Land Services, LLC and/or Notary Public from any and all liability in connection herewith.

In accordance with Louisiana Law the tax bill for the current year will be the responsibility of 59 MILITARY INVESTMENTS, LLC and 42090 Downey Road, Slidell, LA 70461.

**I-59 SOUTH MOBILE HOME  
PARK LL C,**

By: [Signature]  
SHIRLEY C. STANFORD,  
Manager/Member

**59 MILITARY INVESTMENTS, LLC**

By: [Signature]  
CHRISTOPHER POMES, Member

By: [Signature]  
MICHAEL DIVINCENTI,  
Manager/Member

Mortgage and Conveyance Certificates are waived by the parties hereto, who hereby exonerate me, Notary, from any and all liability on account of non-production of same.

The parties hereto acknowledge that no survey has been done in connection with this sale and hereby release and relieve me, Notary, from any and all liability in connection therewith.