

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:

CASE NO. 17-11059

ERNEST A. VICKNAIR, JR.

SECTION B

DEBTOR

CHAPTER 11

**MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE SALE
OF ASSETS UNDER 11 U.S.C. § 363(b) FREE AND CLEAR OF LIENS,
CLAIMS, AND INTERESTS UNDER 11 U.S.C. § 363(f); AND
(II) GRANTING OTHER RELATED RELIEF**

NOW INTO COURT, through undersigned counsel, comes Patrick J. Gros as Disbursing Agent (“Disbursing Agent”) in the above-captioned matter and moves for the entry of an order pursuant to 11 U.S.C. §§ 363(b), (f), and (m) approving the sale of 404 West 3rd Street, Thibodaux, Louisiana (the “West 3rd Property”)¹ to Freemin Brothers Rental (“Purchaser”) for the sale price of THIRTY THOUSAND DOLLARS (\$30,000.00) free and clear of liens, claims and interests and granting additional further appropriate relief. In support thereof, the Disbursing Agent respectfully submits:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. The subject matter of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. § 1408.

¹ The building located on the 404 West 3rd Property has been boarded up and abandoned for many years. The legal description of the 404 West 3rd Property is as follows:

A certain fractional lot of ground, or town lot, situated in the Town of Thibodaux, measuring twenty-four feet front on Main (West Third) Street by the whole depth of forty nine feet, more or less, bounded in front or south by Main Street, west by property of Braud & Legendre, and now of present vendor, north or in rear by property formerly of Evariste Maronge, but now belonging to E.N. Roth, and east by property of E.N. Roth; together with all the buildings and improvements thereon.

See Ex. C.

2. The statutory and procedural predicates for the relief sought in this Motion include Bankruptcy Code Sections 105 and 363 and Bankruptcy Rules 2002 and 6004.

Background

3. This case was commenced on April 27, 2017 (the “Petition Date”) by the filing of a voluntary petition for relief under Chapter 11 of Title 11, United States Code, by the Debtor.

4. On March 8, 2018, this Court issued an *Order Confirming the Plan of Reorganization as of December 4, 2017 with Immaterial Modifications as of February 28, 2018*. [ECF Doc. 284].

5. On April 9, 2018, this Court issued an *Order Amending Order Confirming the Plan of Reorganization as of December 4, 2017 with Immaterial Modifications as of February 28, 2018*, recognizing and appointing Patrick J. Gros as Disbursing Agent in the above-captioned matter.

6. Article V of the *Plan of Reorganization as of December 4, 2017 with Immaterial Modifications as of February 28, 2018* [ECF Doc. 283] (the “Plan”) provides, in relevant part, that the Disbursing Agent is to market and sell the non-exempt assets of the Debtor’s estate identified on Exhibit 2 to the Plan including the West 3rd Property, and is authorized to retain appropriate professionals to carry out his duties under the Plan. [ECF Doc. 283, §§ 5.2, 5.4 & Ex 2].

7. The Plan provides, in relevant part, with respect to the treatment of the Class 4 of Mississippi River Bank as follows:

In the event the net proceeds from the sale of the US Gold Coin Collection are not sufficient to pay Mississippi River Bank in full, Mississippi River Bank shall receive the net proceeds from the sale of its remaining collateral, which includes the 154 acres located near 9515 Peterson Rd, St. Francisville, LA 70775 and 406 W. 3rd St., Thibodaux, LA 70301, until Mississippi River Bank is paid in full.

The assets to be sold will be sold free and clear of all liens, encumbrances, and interests, including the security interest of Mississippi River Bank. Upon receipt of the full amount due to Mississippi River Bank, Mississippi River Bank

shall execute and record/file all documents necessary to release all collateral securing the secured claim of Mississippi River Bank.

[ECF Doc. 283, at 11]. Although the Plan only references the West 3rd Property on Exhibit 2 to the Plan, identifying it as “Immovable Property To Be Sold,” a review of the mortgage records of Lafourche Parish indicates that Mississippi River Bank holds a first mortgage on the immovable properties encompassing both 404 and 406 West 3rd Street, by virtue of a November 19, 2014 *Act of Assignment and Notarial Endorsement of Promissory Note and Collateral* by Synergy Bank to Mississippi River Bank. See **Exhibit A**.

8. On September 10, 2018, the Disbursing Agent filed the *Supplemental Application for Authority to Employ Realtor Nunc Pro Tunc to August 1, 2018* seeking authority to employ Kathy Neugent as realtor for purposes of listing the West 3rd Property for sale. [ECF Doc. 381].

9. The Order granted that Supplemental Application to employ Ms. Neugent on October 3, 2018. [ECF Doc. 393].

10. The West 3rd Property was appraised in December 2017 at \$25,000.00 (attached hereto as **Exhibit B**) and listed by the Disbursing Agent for sale for \$30,000.00. Pursuant to the Purchase Agreement attached hereto as **Exhibit C**, the Disbursing Agent accepted an offer from Purchaser for the West 3rd Property in the amount of \$30,000.00.

11. If this proposed sale is approved by the Court, Ms. Neugent as realtor would be entitled to a 6% commission on the sale, or \$1800.00, pursuant to the terms of the October 3, 2018 Order of this Court.

Relief Requested

12. The Disbursing Agent seeks the entry of an Order (the “Sale Order” substantially in the form attached hereto as **Exhibit D**) (a) authorizing the sale of the West 3rd Property to Purchaser under Section 363(b); (b) free and clear of liens, claims, and interests, with liens, claims,

and interests attaching to the proceeds under Section 363(f), under the Purchase Agreement, see Ex. B (the “Sale”); (c) abrogating the fourteen (14) day stay imposed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedures; and (d) granting such other related and appropriate relief including, but not limited to, granting authority to disburse the net proceeds of the sale of the West 3rd Property to Mississippi River Bank.

I. Approval of the Sale Under Section 363(b)

13. This Motion contemplates that the Purchaser will buy the West 3rd Property pursuant to the Purchase Agreement. That Sale will be accomplished pursuant to 11 U.S.C. § 363, which provides that the Disbursing Agent “after notice and a hearing, may . . . sell, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Additionally, as noted herein above, the proposed Sale is contemplated in the Plan. *See* ECF Doc. 283, at 11.

14. The Court should approve the Sale of the West 3rd Property if it finds that the Disbursing Agent has demonstrated a sound business reason for the sale and the parties acted in good faith to sell the West 3rd Property at a fair and reasonable price. *See In Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986); *see also In re 240 N. Brand Partners*, 200 B.R. 653, 659 (9th Cir. B.A.P. 1996).

15. Courts typically consider the following four factors in determining whether a proposed sale satisfies that standard: (a) whether a sound business justification exists for the sale, (b) whether adequate and reasonable notice of the sale was given to interested parties, (c) whether the sale will provide a fair and reasonable price for the property, and (d) whether the parties have acted in good faith. *See, e.g., In re Weatherly Frozen Food Grp., Inc.*, 149 B.R. 480, 483 (Bankr. N.D. Ohio 1992); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991).

A. Sound Business Justification

16. When a debtor-in-possession articulates a valid business reason for a sale, the business judgment rule acts as a presumption that it has acted on an informed basis, in good faith, and in the honest belief that the sale is in the best interests of the estate. *See In re Gulf States Steel Inc. of Ala.*, 285 B.R. 497, 514 (Bankr. N.D. Ala. 2002) (“The Trustee is responsible for the administration of the estate and his or her judgment on the sale and procedure for the sale is entitled to respect and deference from the Court, so long as the burden of giving sound business reasons is met.”).

17. In this matter, the Disbursing Agent did not make a decision to sell the West 3rd Property since the listing of those properties for sale is contemplated by the terms of the Plan. *See* ECF Doc. 283, at 11 & Ex. 2. Therefore, the Disbursing Agent submits that the requirement of a showing of a sound business justification was either met previously or is inapplicable under the present circumstances.

B. Adequate and Reasonable Notice of the Sales

18. Bankruptcy Rule 6004(a) requires, in relevant party, that notice of a proposed sale of estate property outside of the ordinary course of business be given under Bankruptcy Rule 2002(a)(2), (c)(1), (i), and (k). Bankruptcy Rule 2002 requires, in turn, that notice be provided to the debtor, the trustee, all creditors, the United States Trustee, and any committee, at least twenty-one days prior to a hearing to approve the Sale. The Disbursing Agent has satisfied those requirements and the notice of the Sale is therefore adequate and reasonable.

C. Fair and Reasonable Price

19. Because of the Disbursing Agent’s efforts, the Sale will produce a fair and reasonable price for the West 3rd Property. That asset has been sufficiently exposed to the market

and the Disbursing Agent does not believe that further marketing is necessary or advisable under the circumstances.

D. Parties Acting in Good Faith

20. The parties have acted in good faith. The executed Purchase Agreement is the culmination of arms-length negotiations. The Purchaser is not an insider of the Debtor, and the Disbursing Agent has no connection whatsoever to the Purchaser.

21. The Disbursing Agent is proceeding in good faith and asserts that the Purchaser has thus far acted in good faith. Courts generally conclude the parties have acted in good faith with respect to proposed sales if the purchase price is adequate and reasonable and the terms of the sale are fully disclosed. *See, e.g., In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 149–50 (3d Cir. 1986).

22. Therefore, the four factors identified above have been satisfied. Pursuant to the Plan, the Disbursing Agent was charged with marketing and selling this and other properties of the Debtor's estate in order to maximize the value of that estate. The proposed Sale of the West 3rd Property will provide cash for the benefit of an allowed secured creditor, Mississippi River Bank. The Disbursing Agent will also be providing adequate and reasonable notice to interested parties of the opportunity to object to the Sale. *See, e.g., Folger Adam Sec. Inc. v. DeMatteis/MacGregor*, 209 F. 3d 252, 265 (3d Cir. 2000) (stating that notice is sufficient if it includes "the time and place of any public sale, the terms and conditions of any private sale, states the time for filing objections, and, if real estate is being sold, provides a general description of the property"); *In re WBQ P'ship*, 189 B.R. 97, 103 (Bankr. E.D. Va. 1995) ("[N]otice is sufficient if it includes the terms and conditions of the sale, if it states the time for filing objections, and if the estate is selling real estate, it generally describes the property.") (internal quotations and citation omitted)).

II. Approval of the Sales Under Section 363(f)

23. The Disbursing Agent also requests authorization to sell the West 3rd Property free and clear of any liens, claims, encumbrances, or other interests that may be asserted against those assets. Section 363(f) provides for the sale of property of the estate by the debtor “free and clear of any interest in such property of any entity other than the estate.” 11 U.S.C. § 363(f). Such “free and clear” provision permits sales free and clear of interests beyond liens and permits a sale free and clear of claims, *see In re Trans World Airlines, Inc.*, 322 F.3d 283 (3d. Cir. 2003), contractual rights, *see Unsecured Cred. Comm. of Robert L. Helms Constr. & Dev. v. Southmark Corp.*, 139 F. 3d 702 (9th Cir. 1998), and statutory interests, *see Precision Indus., Inc. v. Qualitech Steel SBQ, LLC*, 327 F. 3d 537, 543–48 (7th Cir. 2003).

24. Section 363(f) permits the sale “free and clear” of an interest if any one of the following conditions is satisfied:

- (1) applicable nonbankruptcy law permits the sale of such property free and clear of such interest;
- (2) the lienholder or claimholder consents;
- (3) such interest is a lien, and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest in in bona fide dispute; or
- (5) the lienholder or claimholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Additionally, a court may authorize the sale of a debtor’s assets free and clear of any liens, claims, or encumbrances under Section 105 of the Bankruptcy Code. *See In re White Motor Credit Corp.*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (“Authority to conduct such sales

[free and clear of liens] is within the court's equitable powers when necessary to carry out the provisions of Title 11.")

25. The subparts of Section 363(f) are drafted in the disjunctive and satisfaction of any of the enumerated provisions therein will sufficient to justify sale free and clear of all interests and claims. *See Citicorp Homeowners Servs., Inc. v. Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988).

26. In Louisiana, the liens and mortgages affecting real property are filed in the public records of the parish in which the real property is located. As stated above, review of the mortgage records of Lafourche Parish indicates that Mississippi River Bank holds a first mortgage on the immovable properties encompassing both 404 and 406 West 3rd Street, by virtue of a November 19, 2014 *Act of Assignment and Notarial Endorsement of Promissory Note and Collateral* by Synergy Bank to Mississippi River Bank. *See Exhibit A*. Therefore, the net proceeds of the sale of the West 3rd Property are to be paid to Mississippi River Bank in partial satisfaction of its allowed secured claim.

27. The Sale under Section 363(f) "free and clear" of the above interests is appropriate because:

(1) applicable nonbankruptcy law permits the sale of such property free and clear of such interest; and

(2) the lienholder or claimholder consents.

29. Specifically, Mississippi River Bank is the sole lienholder against the West 3rd Property and the Disbursing Agent believes that it has or will consent to the proposed sale of that property.

30. The Disbursing Agent requests that the Court approve the Sale as free and clear of any liens, claims, and interests whether now known, with any such liens, claims, and interests

attaching instead to the proceeds of the Sales.

III. Disposition of the Net Proceeds of the Sale

31. The Disbursing Agent proposes and requests authority to disburse the net proceeds of the sale of the West 3rd Property to Mississippi River Bank pursuant to the terms of the Plan and the fact that Mississippi River Bank is the sole lienholder on the West 3rd Property.

32. The net proceeds of the Sale shall be calculated by taking the gross amount of each Sale indicated above and deducting all usual and customary closing costs, the realtor's commission due and payable, and the *pro rata* share of each Sale's portion of the Quarterly Fee due to the Office of the United States Trustee based upon the total gross amount of the Sale. Specifically, the Disbursing Agent will receive from the Sale of the West 3rd Property a total of \$650 toward the payment of the applicable Quarterly Fee.

IV. Relief from Bankruptcy Rule 6004(h) is Appropriate

33. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, lease of property . . . is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise." FED. R. BANK. P. 6004(h).

34. All creditors and interested parties will receive notice of the proposed Sale and will be provided with an opportunity to be heard. Furthermore, all such creditors and interest parties were provided notice and opportunity to object to the terms of the Plan prior its confirmation by this Court. Such notice is adequate for entry of an Order approving this motion and waiving the fourteen (14) day waiting period under Bankruptcy Rule 6004(h).

V. Notice

35. The Disbursing Agent intends to notice a full copy of this motion and exhibits to the (a) Office of the United States Trustee, (b) all potential holders of liens and interests against

the 404 West 3rd Property according to a review of currently available information and records, (c) all creditors on the Debtor's mailing matrix, (d) the Unsecured Creditors Panel created pursuant to the Plan, and (e) all parties that have appeared and requested notice in this matter.

WHEREFORE, the Disbursing Agent requests the entry of an Order (i) approving the Sale of the 404 West 3rd Property to Freemin Brothers Rental under Section 363(b); (ii) free and clear of liens, claims, and interests, with liens, claims, and interests attaching to the proceeds under Section 363(f); (iii) approving the Disbursing Agent's proposed disposition of the net proceeds of the Sale; (iv) abrogating the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h); and (v) granting other appropriate relief.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the parties that receive electronic notice via the Court's CM/ECF system listed below as well as upon the parties on the attached service list by first class mail on October 29, 2018.

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<u>9858557471</u>	<u>9858685230</u>	<u>9854477207</u>	<u>985-447-7207</u> <u>9854468217</u>
Phone Number	Office	Phone Number	Office Fax
<u>kathy.neugent@yahoo.com</u>		<u>lbsells@ymail.com</u>	
Email Address		Email Address	
Delivered by Designated Agent to		Day	Date Time AM/PM
<u>Kathy Neugent</u>			<u>08/28/2018</u> <u>11:25 AM</u>
Comments			
Received by Designated Agent		Day	Date Time AM/PM

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: 08/28/2018

PROPERTY DESCRIPTION: I/We offer and agree to Buy/Sell the property at:

(Municipal Address) shell of building on west third street next to Fleming rest

City Thibodaux; Zip 0301; Parish Lafourche; Louisiana.

(Legal Description) certain 0.03 acres tract situated in the town of Thibodaux, Lafourche parish state of La.

on lands and grounds measuring approximately 0.03 acres

or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value:

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

BUYER'S Initials [Signature]

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SELLER'S Initials PJG

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shell of building on west third street next to Franklin Post

Thinodaux

0301

08/28/2018

Property address, street, city, state, zip

Date

MINERAL RIGHTS: If the SELLER transfers any mineral rights, they are to be transferred without warranty. 0 % mineral rights owned by the SELLER are to be reserved by the SELLER and the SELLER shall waive any right to use the surface for any such reserved mineral activity or use.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting the Property for the sum of Thirty Thousand Dollars (\$ 30,000.00) (the "Sale Price").

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on Sep 7, 2018, or before if mutually agreed upon. Any change of the date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 et seq.

OCCUPANCY: Occupancy/possession and transfer of keys is to be granted at Act of Sale unless mutually agreed upon in writing.

CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:

☐ This sale is contingent on the sale of other property by the BUYER and the attached contingency clause addendum shall apply.

☒ This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

☒ **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

☐ **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of \$ _____ or _____ % of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed _____ % per annum, interest and principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by:

☐ Fixed Rate Mortgage

☐ FHA Insured Mortgage

☐ Adjustable Rate Mortgage

☐ Owner Financing

☐ Rural Development

☐ Bond Financing

☐ VA Guaranteed Mortgage

☐ Other _____

The BUYER agrees to pay discount points not to exceed _____ % of the loan amount.

Other financing conditions:

The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

BUYER'S Initials _____

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SELLER'S Initials PJC

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shell of building on west third street next to Franklin road

Thinodaux

0301

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Date

affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has given written authorization to lender to proceed with the loan approval process within (na) calendar days after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER may, at the SELLER'S option, terminate this Agreement, by giving the BUYER written notice of the SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

PRORATIONS/OTHER COSTS: Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of Sale, are to be paid by the SELLER.

APPRAISAL: ☒ This sale is NOT conditioned on appraisal. ☐ This sale IS conditioned on the appraisal of the Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and access. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the SELLER with a copy of the appraisal within _____ (____) calendar days of receipt of same, along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within _____ (____) calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

DEPOSIT: Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver immediately, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of \$ _____ or _____ % of the Sale Price to be paid in the form of:

☐ Cash \$ _____ ☐ Promissory Note \$ _____

☐ Check \$ _____

The Deposit shall be held by _____

Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:

BUYER'S Initials

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SELLER'S Initials

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shell of building on west third street next to Fredrick Root Thinodaux 0301 08/28/2018
Property address, street, city, state, zip Date

1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set forth in lines 162 through 195 of this Agreement;

2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 70 through 82 of this Agreement, but only if the BUYER has made timely application for the loan and made good faith efforts to obtain the loan;

3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 94 through 102 of this Agreement;

4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 143 through 148 of this Agreement;

5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 197 through 206.

6.) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

7.) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

LEASES/SPECIAL ASSESSMENTS: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5) calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys and leases are to be transferred to the BUYER at Act of Sale.

NEW HOME CONSTRUCTION: If the property to be sold is completed new construction, under construction, or to be constructed, check one:

☐ A new home construction addendum, with additional terms and conditions, is attached.

☒ There is no new home construction addendum.

INSPECTION AND DUE DILIGENCE PERIOD: The BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, the SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

The BUYER shall have an inspection and due diligence period of (7) calendar days, commencing the first day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to investigation into the property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended

BUYER'S Initials [Signature]

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SELLER'S Initials PJG

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EXCLUSIVE USE FOR THE BAYOU BOARD OF REALTORS®, INC.

shell of building on west third street next to Freeland rent

Thinodaux

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Date

by the same number of days that the BUYER is not granted immediate access to the property or all utilities are not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection and due diligence period:

Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or

Option 2: The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies ("SELLER'S Response").

Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 155 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

PRIVATE WATER/SEWERAGE:

☐ There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

☐ There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

☒ There is NO private septic/treatment system(s) servicing only the primary residence.

HOME SERVICE/WARRANTY: A home service/warranty plan ☐ will / ☒ will not be purchased at the closing of sale at a cost not to exceed \$ _____ to be paid by ☐ the BUYER / ☐ the SELLER. Home Service Warranty will be ordered by _____.

It is understood that the Agent/Broker may receive compensation from the home warranty company for actual services performed. The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection of such a plan.

BUYER'S Initials _____

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SELLER'S Initials _____

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EXCLUSIVE USE FOR THE BAYOU BOARD OF REALTORS®, INC.

shall of building on west third street next to Thomas post

Thinodaux

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Property address, street, city, state, zip

Date

WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

☐ A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq.

☒ B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER 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 Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be made a part of the Act of Sale.

☐ C. NEW HOME WARRANTIES. Notwithstanding lines 218 through 228 and irrespective of whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 239 through 241). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than Thirty (30) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.


FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property within five (5) calendar days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.

DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

DEFAULT OF AGREEMENT BY BUYER: In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further

BUYER'S Initials 

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SELLER'S Initials 

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shell of building at west third street next to French port
Property address, street, city, state, zip
Thinodaux
0301
08/28/2018
Date

demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

DEADLINES: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement shall end at 11:59 p.m. in Louisiana.

ADDITIONAL TERMS AND CONDITIONS:

property to be divided at no expense to buyer, clear title given to buyer at time of sale

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired, or guarantee that all defects are disclosed by the SELLER(S). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants or

BUYER'S Initials

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SELLER'S Initials

PTG



shell of building on west third street next to Fremont street

Thinodaux

0301

08/28/2018

Property address, street, city, state, zip

Date

insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- ☐ Contingency for Sale of the BUYER'S Other Property Addendum ☐ Private Water/Sewerage Addendum
☐ Condominium Addendum ☐ _____
☐ FHA Amendatory Clause ☐ _____
☐ New Construction Addendum ☐ _____

If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

SINGULAR - PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement.

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) e-mail, or (f) other e-signature transmissions addressed to the respective addresses of the parties as (a) written on the first page of this Agreement; (b) as designated below on lines 357 through 365; or (c) at such other addresses as the respective parties may designate by written notice.

The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in the above referenced real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

☒ The BUYER further authorizes notices and other communications to be delivered electronically to the following address(es):

BUYER address(es): _____

With a copy to:

BUYER's Agent address(es): bseills@ymail.com

BUYER'S Initials JE

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SELLER'S Initials PJG

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EXCLUSIVE USE FOR THE BAYOU BOARD OF REALTORS®, INC.

shell of building on west third street next to Franklin post Thinodaux 0301 08/28/2018
Property address, street, city, state, zip Date

☐ The SELLER further authorizes notices and other communications to be delivered electronically to the following address(es):

SELLER address(es):

With a copy to:

SELLER's Agent address(es):

CONTRACT: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or remedy provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein in writing are void and of no force and effect.

EXPIRATION OF OFFER:

This offer is binding and irrevocable until August 31, 2018 at 5:00 ☐AM ☐PM ☐MIDNIGHT ☐NOON.
The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374 to be binding and effective.

X [Signature] 8/28/18
☐ Buyer's / ☐ Seller's Signature Date/Time ☐AM ☐PM
Patricia J. Gros
Print Buyer's/Seller's Full Name (First, Middle, Last)

Street Address

City, State, Zip

Telephone Number.Cell

Telephone Number.Home

Telephone Number.Work

E-Mail Address

This offer was presented to the ☒ Seller ☐ Buyer by

This offer is: ☒ Accepted ☐ Rejected (without counter) ☐ Countered (See Attached Counter) by:

X Patrick J. Gros 09/18/2018

☐ Buyer's / ☐ Seller's Signature Date/Time ☐AM ☐PM

Print Buyer's/Seller's Full Name (First, Middle, Last)

Street Address

City, State, Zip

Telephone Number.Cell

Telephone Number.Home

Telephone Number.Work

E-Mail Address

This counter offer was presented to the ☐ Seller ☐ Buyer by

X
☐ Buyer's / ☐ Seller's Signature Date/Time ☐AM ☐PM
Print Buyer's/Seller's Full Name (First, Middle, Last)

Street Address

City, State, Zip

Telephone Number.Cell

Telephone Number.Home

Telephone Number.Work

E-Mail Address

Day/ Date/ Time ☐AM ☐PM ☐MIDNIGHT ☐NOON

X
☐ Buyer's / ☐ Seller's Signature Date/Time ☐AM ☐PM

Print Buyer's/Seller's Full Name (First, Middle, Last)

Street Address

City, State, Zip

Telephone Number.Cell

Telephone Number.Home

Telephone Number.Work

E-Mail Address

Day/ Date/ Time ☐AM ☐PM ☐MIDNIGHT ☐NOON





WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly

referred to as: shall of Purchase of real estate located in Thibodaux 0301,

dated 8/28/2018 between Town Mortgage (SELLER") and

Amis Brothers Rental (PURCHASER"), the undersigned parties hereby

agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, Purchaser hereby agrees that THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

PURCHASER
DATE/TIME: 8/28/18

SELLER
DATE/TIME: 09/18/2018 8:45:58 PM CDT

PURCHASER DATE/TIME

SELLER DATE/TIME

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Description (Address) shell of building on west third street next to Fremins rest
City, State, Zip Thinodaux 0301

Seller's Disclosure

(A) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

- (1) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing
Explain: _____
- (2) X _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the seller (check (1) or (2) below):

- (1) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing
List documents: _____
- (2) X _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial below)

- (C) _____ Purchaser has received copies of all information listed above.
- (D) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (E) Purchaser has (check (1) or (2) below):
- (1) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (2) X _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial below)

- (F) KW _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Property Description (Address)
City, State, Zip

shell of building on west third street next to Frenins rest
Thinodaux 0301

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Patrick J Gros 09/18/2018
Seller Date

[Signature]
Purchaser Date

Kathy Neugent 9/12/18
Seller Date
Agent Kathy Neugent Date

Lester Benoit 09/18/2018
Purchaser Date
Agent Lester Benoit Date



CORPORATE HEADQUARTERS: 430 Notre Dame Street • New Orleans, Louisiana 70130 • 1-800-771-9305

LATTER & BLUM ASSUMES NO RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF THIS FORM. THIS FORM IS FOR THE USE OF LATTER & BLUM EXCLUSIVELY.

404 West 3rd Street Thibodaux LA 70301
Property address City State Zip

Louisiana Residential Agreement to Buy or Sell Dated: 08/28/2018

EXTENSION OF OFFER

Noon (A.M.) (P.M.) 09/12/2018 (Date)
BUYER/SELLER request the extension of time and date of the Agreement on the above referenced Property pursuant to the terms set forth under EXPIRATION OF OFFER to 09/15/2018 (Date)
7:00 (Time), (A.M.) (P.M.) The Agreement remains binding and irrevocable until the date and time set forth above.

PPG

BUYER'S Initials SELLER'S Initials
BUYER'S Initials SELLER'S Initials

PROPERTY INSPECTION

(A.M.) (P.M.) (Date)
BUYER/SELLER request an extension of calendar days to complete the Property Inspection Period of the above referenced Property pursuant to the terms set forth under INSPECTION AND DUE DILIGENCE from calendar days to calendar days.

BUYER'S Initials SELLER'S Initials
BUYER'S Initials SELLER'S Initials

LOAN APPROVAL/ACT OF SALE

(A.M.) (P.M.) (Date)
The Agreement is hereby amended so that the time that the BUYER can secure a mortgage loan on the above referenced Property is extended to (Date).
It is further agreed that the passing of the Act of Sale be extended to (Date).

BUYER'S Initials SELLER'S Initials
BUYER'S Initials SELLER'S Initials

We further agree that all other terms and conditions of The Agreement remain in effect.

X
Sign Buyer's Full Name

Print Buyer's Full Name Date

X
Sign Buyer's Full Name

Print Buyer's Full Name Date

Authentisign
Patrick J Gros 09/18/2018
Sign Seller's Full Name
9/18/2018 5:46:10 PM CDT

Patrick Gros
Print Seller's Full Name Date

X
Sign Seller's Full Name

Print Seller's Full Name Date

404 W. 3rd St, Thibodaux, LA

Legal Description

A certain fractional lot of ground, or town lot, situated in the Town of Thibodaux, measuring twenty-four feet front on Main (West Third) Street by the whole depth of forty nine feet, more or less, bounded in front or south by Main Street, west by property of Braud & Legendre, and now of present vendor, north or in rear by property formerly of Evariste Maronge, but now belonging to E. N. Roth, and east by property of E. N. Roth; together with all the buildings and improvements thereon. (C.B. 40 p. 25)

[PJG]

[LB]