

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
IN RE: WILLIAM HOWARD ERNST
DEBTOR IN POSSESSION

CASE NO. 16-20053
CHAPTER 11

**EMERGENCY MOTION FOR AUTHORITY TO SELL REAL PROPERTY
FREE AND CLEAR OF ALL LIENS AND MORTGAGES**

TO: THE UNITED STATES BANKRUPTCY JUDGE:

Now comes Gerald J. Casey, attorney for the debtor, WILLIAM HOWARD ERNST, who moves the court for an order as follows:

1.

The debtor filed a petition seeking relief under Chapter 12 of Title 11, U.S. Code on January 25, 2016.

2.

Among the assets which constitute property of the estate is the family home located at 1116 Lucius Drive, DeRidder, Louisiana, Beauregard Parish as described in the attached agreement to buy or sell marked Exhibit "A".

3.

This property is subject to a real estate mortgage in favor of The Three B's of SWLA, LLC and a federal restitution lien filed by the US Government and Department of Justice against co-owner, Lisa Ernst. Stephen Kang has agreed to purchase this real estate for the price of \$88,500.00.

4.

The debtor is requesting authority to sell this property free and clear of all liens and mortgages and from the net proceeds he will pay the secured creditor, The Three B's of SWLA, LLC in full satisfaction of its lien. The Three B's of SWLA, LLC is owed the approximate amount of \$21,937.08 (plus accrued interest and costs). After paying the first mortgage creditor the debtor,

William Ernst will retain \$35,000.00 as his homestead exemption and the balance which is estimated at approximately \$20,000.00 will be paid to Amerisafe, Inc. and Hanover Insurance Company in accordance with the Judgment in a Criminal Case dated July 16, 2015 and filed on August 3, 2015 in the record of the matter entitled "United States of America vs. Lisa H. Ernst" bearing case number 2:15-CR-00050-001 of the United States District Court for the Western District of Louisiana.

5.

Time is of the essence and it is in the best interest of the estate that the time for filing objections be shortened from twenty-one days to fifteen days in order that the sale is not delayed. A separate motion will be filed requesting that the notice delays be shortened.

WHEREFORE, the debtor prays for authority to sell the real property of the estate free and clear of all liens and mortgages and the mortgage and liens will attach to the proceeds of the sale as more fully detailed above.

Respectfully submitted by,

/s/ Gerald J. Casey
GERALD J. CASEY #3967
ATTORNEY FOR DEBTOR
613 ALAMO STREET
LAKE CHARLES, LA 70601
TELEPHONE: (337) 474-5005

CERTIFICATE OF MAILING

I certify that on this 22nd day of November, 2016 a copy of the foregoing Emergency Motion to Sell Real Property Free & Clear of Liens was mailed postage prepaid and properly addressed to debtor, William Ernst, 1116 Lucius Drive, Deridder, LA 70634; The Three B's of SWLA, LLC, c/o Van Seneca, PO Drawer 3747, Lake Charles, LA 70602; Arthur S. Mann, III., 1027 Ninth St., New Orleans, LA 70115; Joel P. Babineaux, POB 52169, Lafayette, LA 70505; Harold L. Domingue, Jr., 711 W. Pinhook Rd., Lafayette, LA 70503 and Office of US Trustee, 300 Fannin St., Suite 3196, Shreveport, LA 71101.

/s/ Gerald J. Casey
GERALD J. CASEY #3967

Exit Realty Listing Firm		Notes-Frye Realty Selling Firm	
Jill King 0995693280 Seller's Designated Agent Name & License Number		Amber Morrow 0099563788 Buyer's Designated Agent Name & License Number	
Wayne Hall 36840 Broker's Name & License Number		Helen Ogrin 0995681115 Broker's Name & License Number	
337-532-4857 Phone Number	Office	337-401-0546 Phone Number	337-202-1901 Office
Fax		1902 Fax	
jillking.southwest@gmail.com Email Address		amorrowrealtor@yahoo.com Email Address	
Delivered by Designated Agent to		Day	Date
Emailed to Listing Agent		Tues	11/15/2016 @
Comments			2:13 AM/PM
Jill King		Tues.	11/15/2016 @
Received by Designated Agent		Day	Date
			2:20 AM/PM

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Date: 11-15-2016

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

(Municipal Address) 1116 Lucius Drive
City DeRidder; Zip 70634; Parish Beauregard; Louisiana,

(Legal Description) Lot 40 & 41 of Caldwell Hts. subdivision
on lands and grounds measuring approximately 2 city lots (.73)

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 kitchen appliances to include refrigerator, everything in the metal buildings to remain

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:

Personal property

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 Eighty Eight Thousand Five Hundred Dollars (\$ 88,500.00) (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 12-28, 2016, 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.

BUYER'S Initials SKC

SELLER'S Initials AMP SAE

Property address, street, city, state, zip

Date

46 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

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

49 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the
50 BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.
51

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

54 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
55 for the loan the sum of \$ 88,500.00 or % of the Sale
56 Price by a mortgage loan or loans at an initial interest rate not to exceed 4 % per annum, interest and
57 principal, amortized over a period of not less than 30 years, payable in monthly installments or on any other
58 terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses
59 to the SELLER. The loan shall be secured by:

- 60 Fixed Rate Mortgage FHA Insured Mortgage
- 61 Adjustable Rate Mortgage Owner Financing
- 62 Rural Development Bond Financing
- 63 VA Guaranteed Mortgage Other _____

64
65 The BUYER agrees to pay discount points not to exceed % of the loan amount.
66 Other financing conditions: Seller to pay up to \$2,500.00 of Buyers Closing Costs to include lender mandated fees and pre-pays if any
67 _____
68 _____
69 _____

70 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
71 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-
72 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and
73 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not
74 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
75 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
76 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
77 proceed with the loan approval process within (5) calendar days after the date of acceptance of this offer by
78 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
79 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
80 SELLER may, at the SELLER'S option, terminate this Agreement, by giving the BUYER written notice of the
81 SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to
82 provide all or part of mortgage loan(s) under the terms set forth above.
83

84 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium
85 dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to
86 be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance
87 and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All
88 necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any,
89 shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues,
90 and/or dues owed to homeowners associations and the like. All special assessments bearing against the
91 Property prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of
92 Sale, are to be paid by the SELLER.
93

94 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
95 Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and access.
96 If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale
97 Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall
98 provide the SELLER with a copy of the appraisal within Two (2) calendar days of receipt of same,
99 along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within Two (2)
100 calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall
101 have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the
102 SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.
103

104 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be
105 bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver

BUYER'S Initials SIC _____

SELLER'S Initials AKR JME

Property address, street, city, state, zip

Date

106 immediately, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
107 \$ 500.00 or _____ % of the Sale Price to be paid in the form of:

108 Cash \$ _____ Promissory Note \$ _____

109 Check \$ 500.00

110 The Deposit shall be held by Exit Real Estate Consultants

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

117
118 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void
119 without demand in consequence of the following events:

120
121 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set
122 forth in lines 162 through 195 of this Agreement;

123
124 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
125 stated in lines 70 through 82 of this Agreement, but only if the BUYER has made timely application for the loan
126 and made good faith efforts to obtain the loan;

127
128 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
129 SELLER will not reduce the Sale Price as set forth in lines 94 through 102 of this Agreement;

130
131 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in
132 lines 143 through 148 of this Agreement;

133
134 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
135 as set forth in lines 197 through 207.

136
137 6.) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL
138 ADDENDUM, and the BUYER terminates the agreement as a result thereof.

139
140 7.) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
141 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

142
143 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written
144 leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days
145 of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the
146 cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5)
147 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable
148 to the BUYER. Security deposits, keys and leases are to be transferred to the BUYER at Act of Sale.

149
150 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to
151 be constructed, check one:

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

153 There is no new home construction addendum.

154
155 **INSPECTION AND DUE DILIGENCE PERIOD:** The BUYER ACKNOWLEDGES THAT THE SALE PRICE OF
156 THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;
157 ACCORDINGLY, the SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING
158 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS
159 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
160 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

161
162 The BUYER shall have an inspection and due diligence period of (14) calendar days, commencing the first
163 day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any
164 inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to,
165 inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi
166 hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling,
167 electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other
168 due diligence by the BUYER may include, but is not limited to investigation into the property's school district,
169 insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items
170 addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The

BUYER'S Initials SK

SELLER'S Initials WWE SMC

Property address, street, city, state, zip

Date

171 SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended
172 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
173 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
174 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
175 and due diligence period:

176
177 Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
178 or

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

182
183 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
184 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
185 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
186 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
187 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
188 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
189 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
190 and void except for return of Deposit to the BUYER.

191
192 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
193 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 155
194 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
195 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

196
197 PRIVATE WATER/SEWERAGE:

198
199 [] There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached
200 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
201 residence.

202
203 [] There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and
204 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
205 the primary residence.

206
207 [X] There is NO private septic/treatment system(s) servicing only the primary residence.

208
209 HOME SERVICE/WARRANTY: A home service/warranty plan [X] will / [] will not be purchased at the closing of
210 sale at a cost not to exceed \$ 700.00 to be paid by [] the BUYER / [X] the SELLER. Home Service
211 Warranty will be ordered by Amber Morrow

212
213 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual
214 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
215 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER
216 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a
217 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to
218 their rejection of such a plan.

219
220 WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

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

224
225 [X] B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize
226 that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does
227 hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to
228 Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of Sale Price pursuant to
229 Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without
230 warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and
231 the BUYER agree that this clause shall be made a part of the Act of Sale.

BUYER'S Initials SKK

SELLER'S Initials [Handwritten Signature]

Property address, street, city, state, zip

Date

232 C. NEW HOME WARRANTIES. Notwithstanding lines 220 through 231 and irrespective of whether A or B
233 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
234 the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty of condition of
235 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
236 New Home Warranty Act.

237
238 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at
239 the SELLER'S costs (see lines 242 through 244). In the event curative work in connection with the title to the
240 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the
241 parties agree to and do extend the date for passing the Act of Sale to a date not more than
242 Fourteen (14) calendar days from the date of the Act of Sale stated herein. The
243 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
244 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
245 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
246 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
247 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as
248 well as legal fees incurred by the BUYER.

249
250 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar
251 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
252 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
253 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the
254 Property.

255
256 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,
257 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
258 demand, or to demand and/or sue for any of the following:

- 259
260 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
261 equal to 10% of the Sale Price as stipulated damages.

262
263 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
264 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
265 liable for Broker fees.

266
267 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the
268 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further
269 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific
270 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated
271 damages.

272
273 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
274 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be
275 liable for Broker fees.

276
277 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
278 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
279 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
280 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

281
282 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
283 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
284 the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the
285 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
286 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
287 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

288
289 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
290 the State of Louisiana.

291
292 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
293 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
294 Agreement shall end at 11:59 p.m. in Louisiana.

BUYER'S Initials SKL

SELLER'S Initials WSE LMS

Property address, street, city, state, zip

Date

295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355

ADDITIONAL TERMS AND CONDITIONS:

- Sefer to have home cleaned and yard mowed prior to closing
- Contingent upon sellers filling out new revised property disclosures 1-1-2017 (attached)
- Contingent upon buyer accepting new property disclosures
- If seller has abstracts they are to be given to the buyer

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 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:

- | | |
|--|--|
| <input type="checkbox"/> Contingency for Sale of the BUYER'S Other Property Addendum | <input type="checkbox"/> Private Water/Sewerage Addendum |
| <input type="checkbox"/> Condominium Addendum | <input checked="" type="checkbox"/> Blank Property Disclosures |
| <input type="checkbox"/> FHA Amendatory Clause | <input checked="" type="checkbox"/> Pre-approval letter |
| <input type="checkbox"/> New Construction Addendum | <input type="checkbox"/> |

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.

BUYER'S Initials SKC

SELLER'S Initials WMC SMC

Property address, street, city, state, zip

Date

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

358 BUYER address(es): all communication to the selling agent
359

360 With a copy to:

361 BUYER's Agent address(es): amorrowrealtor@yahoo.com or amorrow@noles-frye.com

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

364 SELLER address(es): willmcnst@suddenlink.net
365

366 With a copy to:

367 SELLER's Agent address(es): jillking.southwest@gmail.com

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

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

374 **EXPIRATION OF OFFER:**

375 This offer is binding and irrevocable until 11-23, 2016 at 5:00 AM PM MIDNIGHT NOON.

376 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 376 to be
377 binding and effective.

378
379
380 X [Signature] 15NOV16 12:58

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

382 STEPHEN CHUNG-DAE KANG

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

384 164 Robert Bucks Rd.

385 Street Address

386 DERIDDER, LA 70634

387 City, State, Zip

388 907-388-4609

389 Telephone Number.Cell

390 337-531-8080

391 Telephone Number.Home Telephone Number.Work

392 STARBOARDWATCH256@gmail.com

393 E-Mail Address

394

395 This offer was presented to the Seller Buyer by

396 JILL KING [Signature] Tues, 11/15/16 6:20 pm Day/ Date/ Time AM PM MIDNIGHT NOON

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

398
399
400 X [Signature]

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

402

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

404 William Howard Ernst

405 Street Address

406 1116 LUCKUS DR.

407 City, State, Zip

408 DERIDDER, LA 70634

409 Telephone Number.Cell

410 337-275-0288

411 Telephone Number.Home Telephone Number.Work

412 N/A

413 E-Mail Address

414 willmcnst@suddenlink.net

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 [Signature]

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

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

Lisa Ernst

Street Address

SAME

City, State, Zip

same

Telephone Number.Cell

Telephone Number.Home Telephone Number.Work

E-Mail Address

Day/ Date/ Time AM PM MIDNIGHT NOON

PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE

Answer all questions to the best of your knowledge. Explain any "yes" answers fully at the end of each section.
 Y = Yes N = No NK = No Knowledge

SECTION 1: LAND

- (1) Lot size or acres 2 city lots
- (2) Are there any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property? Y N NK
- (3) Are there any rights vested in others? Check all that apply and explain at the end of this section.
- | | | | | | | | |
|----------------------------|----------------------------|---------------------------------------|-----------------------------|-----------------|----------------------------|---------------------------------------|-----------------------------|
| Timber rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Common driveway | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of Ingress or egress | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Mineral rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of way | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Surface rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of access | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Air rights | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of passage | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Usufruct | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of drainage | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Other _____ | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
- (4) Has any part of the property been determined a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? Y N NK
- (a) Is such a determination pending? Y N NK
- (b) What date was determination made? _____

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the SELLER or BUYER of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit. Documentation is attached and becomes a part of this property disclosure if the property described herein has been determined a wetland by the Corps.

- (5) Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land? If yes, indicate the nature and frequency of the defect at the end of this section. Y N NK
- (6) What is/are the flood zone classification(s) of the property? _____ What is the source and date of this information? Check all that apply. Survey/Date _____ Flood Elevation Certificate/Date _____
- Other/Date _____

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

- (7) Has the property ever had termites or other wood-destroying insects or organisms? Y N NK
- (8) Was there any damage to the property? Y N NK
- (9) Was the damage repaired? Y N NK
- (10) Is the property currently under a termite contract? Y N NK
- (a) Name of company _____
- (b) Date contract expires _____
- (c) List any structures not covered by contract _____

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

RPDI Rev. 01/01/17 BUYER'S Initials: _____ SELLER'S Initials: MLL SPC 1 of 4

Y = Yes N = No NK = No Knowledge

SECTION 3: STRUCTURE

- (11) Are there any defects regarding the following? Check all that apply and explain at the end of this section.
- | | | | | | | | |
|-----------------|----------------------------|---------------------------------------|-----------------------------|----------------|----------------------------|---------------------------------------|--|
| Roof | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Ceilings | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Interior walls | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Exterior walls | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Floor | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Foundation | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Attic spaces | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Basement | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Porches | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Overhangs | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Steps/Stairways | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Railings | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Pool | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Spa | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input checked="" type="checkbox"/> NK |
| Decks | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Patios | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Windows | <input type="checkbox"/> Y | <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Other _____ | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |

(12) Has any structure on the property ever taken water by flooding (rising water or otherwise)? If yes, give the nature and frequency of the defect at the end of this section. Y N NK

(13) Is there flood insurance on the property? Y N NK

(a) Flood Insurance Policy/Date _____ Other _____/Date _____
 (b) SELLER'S current premium \$ _____ 1 year

(c) Does SELLER have a flood elevation certificate in SELLER'S possession that will be shared with BUYER? Y N NK

(14) Approximate age of all structures on property? Main structure M/A Other structures shop #1 (2009) shop #2 (2011)

SELLER must complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this property disclosure if any structure was built before 1978.

(15) Has there been any foundation repair? Y N NK

(a) Is there a transferable warranty available? Y N NK

(b) Name of warranty company _____

(16) What is the approximate age of the roof of each structure? Main structure 2013

Other structures _____

(17) Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco? Y N NK

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4: PLUMBING, WATER, GAS, AND SEWERAGE

(18) Are there any defects with the plumbing system? Y N NK

(19) Are there any defects with the water piping? Y N NK

(a) Are there any defects with the water quality, quantity, or pressure? Y N NK

(b) The water is supplied by: Municipality Private utility On-site system Shared well system None

(c) _____ private wells service the primary residence only.

(d) If there are private wells, when was the water last tested? Date _____ Results _____

(20) Is there gas service available to the property/structure? Y N NK

(a) If yes, what type? Butane Natural Propane

(b) If yes, are there any defects with it? Y N NK

(c) Owned Leased

(21) Are there defects with any water heater? Y N NK

(a) Unit 1 _____ Gas Electric Other

(b) Unit 2 _____ Gas Electric Other

(c) Unit 3 _____ Gas Electric Other

(22) The sewerage service is supplied by: Municipality Other NK

(a) _____ private sewer systems service the primary residence only.

SELLER must attach a private water/sewage addendum if the property described herein is not served by a municipality waste treatment.

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached
_____	_____	_____
_____	_____	_____
_____	_____	_____

Y = Yes N = No NK = No Knowledge

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

For major repairs or replacements relative to Section 5, list the date and nature of the repair or replaced component at the end of the section.

- (23) Are there any defects with the electrical system? Y N NK
- (24) Are there any defects with the heating or cooling systems? Y N NK
- (25) What type of cooling system is installed? Central Window unit Other
 (a) Source: Electric Gas Heat pump Other Number of units _____
- (26) What type of heating system is installed? Central Window unit Other
 (a) Source: Electric Gas Heat pump Other Number of units _____
- (27) If a fireplace exists, is it working? Y N NK
 (a) What type is it? Gas Wood Vented Vent less Electric Other How many? _____
- (28) Are there any defects in any permanently installed or built-in appliances? Y N NK
- (29) What type of fire alarm system is installed? None Security/fire alarm Battery powered unit that includes a 10-year sealed lithium battery

Question Number	Explanation of "Yes" answers	<input type="checkbox"/> Additional sheet is attached

SECTION 6: MISCELLANEOUS

- (30) Are there any applicable building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of constructions or materials to be used in the construction of any structure on the property? Y N NK
- (31) Has there been property damage related to the land or the improvements thereon, including, but not limited to, fire, windstorm, flood, hail, lightning, or other property damage? Y N NK
 (a) If yes, were all related property damages, defects, and/or conditions repaired? Y N NK
 (b) _____ insurance claims have been made during the current period of ownership.
- (32) What is the zoning of the property? _____
 (a) Has it ever been zoned for commercial or industrial? Y N NK
 (b) Is the property located in an historic district? Y N NK
- (33) Does the property and its present usage conflict with current zoning, building, and/or safety restrictions? Y N NK
- (34) Are there any current or pending assessments, dues, liens, taxes owing on the property? Y N NK
 (a) Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property? Y N NK
 (b) Are any HOA, COA, or POA dues required? Y N NK
 (c) If yes, what is the amount? \$ _____ per _____
 (d) Are there any pending special assessments? Y N NK
 (e) If yes, what is the amount? \$ _____ per _____

Any information contained in this property disclosure regarding homeowners' associations (HOA), condominium owners' associations (COA), or property owners' associations (POA) is summary in nature. The covenants and association governing documents are a matter of public record and can be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located.

- (35) Was SELLER (or previous owner) a recipient of a Road Home grant? Y N NK
 If YES, complete (a) - (f) below.
 - (a) Is the property subject to the Road Home Declaration of Covenants Running with the Land, Hurricane Katrina/Hurricane Rita? Y N NK
 - (b) If YES, is a copy of the Road Home Program Declaration of Covenants attached? Y N
 - (c) If YES, what is the amount received? \$ _____

Y = Yes N = No NK = No Knowledge

- (d) Has SELLER personally assumed any terms of the Road Home Program Grant Agreement? Y N
- (e) Was SELLER (or previous owner) a recipient of any elevation grant funds? Y N NK
- (f) If YES, what is the amount received? \$ _____
- (36) Are the streets accessing the property Private Public? NK
- (37) Were any additions or alterations made to the property? Y N NK
 - (a) If yes, were the necessary permits and inspections obtained for all additions or alterations? Y N NK
- (38) Is there a homestead exemption in effect? Y N NK
- (39) Is there high speed internet access available to the property? Y N NK
- (40) Is there any pending litigation regarding the property? Y N NK
- (41) Does the property or any of its structures contain any of the following? Check all that apply and provide the nature and frequency at the end of this section.

Asbestos	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK	Formaldehyde	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK
Radon gas	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK	Chemical storage tanks	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK
Contaminated soil	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK	Contaminated water	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK
Hazardous waste	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK	Toxic Mold	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK
Mold/Mildew	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK	Pets	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK
Electromagnetic fields	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK	Crystal meth exposure	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK
Other adverse materials or conditions	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK	Contaminated drywall/sheetrock	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK
Contaminated flooring	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input type="checkbox"/> NK				
- (42) Is there a cavity created within a salt stock by dissolution with water underneath the property? Y N NK
- (43) Is there a solution mining injection well within 2640 feet (1/2 mile) of the property? Y N NK
- (44) Are there any solar panels Y N NK
 - (a) If yes, are they: Leased Owned Removable Monthly Payment Amount _____

(45) Length of Ownership _____

Question Number 40 Explanation of "Yes" answers Bankruptcy Additional sheet is attached

ACKNOWLEDGEMENTS

All SELLERS are required to make written disclosure of known defects regarding a property being transferred. I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3196-3200 and have read and understand the informational statement.)

Seller(s) acknowledge(s) that the information contained herein is current as of this date.

Seller (sign) William Howard Ernst (print) William Howard Ernst Date 11-15-16 Time 6:45 AM

Seller (sign) Sara Conroy Williams (print) Lisa Ernst Date 11-15-16 Time 6:45 PM

Buyer(s) signing below acknowledge(s) receipt of this property disclosure.

Buyer (sign) _____ (print) _____ Date _____ Time _____

Buyer (sign) _____ (print) _____ Date _____ Time _____

NAVY FEDERAL CREDIT UNION

VA ADDENDUM TO CONTRACT

Date: 11 15 2016
Mo. Day Yr.

In the event that the Purchaser is placing a VA guaranteed loan, the Veteran Purchaser's deposit shall be placed in an escrow account as required by Title 38, US Code, Section 3706. It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs and the lending institution. In the event the Certificate of Reasonable Value is less than the amount of the contract price, the Purchaser shall have the privilege and option for five days after receipt of VA appraisal to proceed with the consummation of this contract without regard to the amount or reasonable value established by the Department of Veterans Affairs. In the event he shall not so elect, then the Seller shall have the privilege and option of lowering the contract price to the VA appraised value during the same period of five days. This contract is contingent on the approval of the house and the Purchaser by the Department of Veterans Affairs and the lending institution. If the aforesaid approval is not obtained, it is expressly agreed that the Purchaser shall be refunded his deposit, and the contract shall be null and void.

Seller William Howard Ernst

Buyer [Signature]

Seller Lisa Ernst PA William Ernst

Buyer _____

DOC#: 604101

LOAN #: 8026956972

INFORMATIONAL STATEMENT FOR LOUISIANA RESIDENTIAL PROPERTY DISCLOSURE

In accordance with Act 308 of the 2003 Louisiana Legislature (LSA-R.S. 9:3196-3200), effective July 1, 2004, a seller of residential real property must furnish BUYERS with a Property Disclosure Document. A complete copy of these statutes can be found at www.legis.state.la.us. The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at www.lrec.state.la.us.

WHO IS REQUIRED TO MAKE DISCLOSURE? ALL SELLERS are required to make written disclosure of known defects regarding a property being transferred. A SELLER'S obligation to furnish a Property Disclosure Document applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, etc. The following transfers are exempt from the requirement to provide a property disclosure document:

- (1) Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.
- (2) Transfers to a mortgagee by a mortgagor or successor in interest who is in default.
- (3) Transfers by a mortgagee who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a deed in lieu of foreclosure.
- (4) Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.
- (5) Transfers of newly constructed residential real property, which has never been occupied.
- (6) Transfers from one or more co-owners solely to one or more of the remaining co-owners.
- (7) Transfers pursuant to testate or intestate succession.
- (8) Transfers of residential real property that will be converted by the BUYER into a use other than residential use.
- (9) Transfers of residential real property to a spouse or relative in the line of consanguinity (blood line).
- (10) Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.
- (11) Transfers or exchanges to or from any governmental entity.
- (12) Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the BUYER a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.
- (13) Transfers to an inter vivos trust.
- (14) Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.

By signing below SELLER acknowledges that SELLER is exempt from filling out the Property Disclosure Document and warrants that SELLER has no knowledge of known defects to the property. SELLER is claiming exemption number(s) _____ above.

SELLER (sign) _____ (print) _____ Date _____ Time _____

SELLER (sign) _____ (print) _____ Date _____ Time _____

RIGHTS OF BUYER AND CONSEQUENCES FOR FAILURE TO DISCLOSE: If the property disclosure document is delivered after the BUYER makes an offer, the BUYER can terminate any resulting real estate contract or withdraw the offer for up to 72 hours after receipt of the Property Disclosure Document. This termination or withdrawal will always be without penalty to the BUYER and any deposit or earnest money must be promptly returned to the BUYER (despite any agreement to the contrary).

DUTIES OF REAL ESTATE LICENSEES AND CONSEQUENCES FOR FAILURE TO FULFILL SUCH DUTIES: Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Disclosure Document discussed above. Failure to inform could subject the licensee to censure or suspension or revocation of their license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a Property Disclosure Document, unless the person has actual knowledge of the error, inaccuracy, or omission by the SELLER.

OTHER IMPORTANT PROVISIONS OF THE LAW:

- A Property Disclosure Document shall not be considered a warranty by the SELLER.
- A Property Disclosure Document is for disclosure purposes only; it is not intended to be part of any contract between the SELLER and the BUYER.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the BUYERS or SELLER may obtain.
- Nothing in this law precludes the rights or duties of a BUYER to inspect the physical condition of the property.

KEY DEFINITIONS:

- **Residential real property** is real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single-family residences.
- **Known defect** is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:
 - (a) It has a substantial adverse effect on the value of the property.
 - (b) It significantly impairs the health or safety of future occupants of the premises.
 - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the premises.



MORTGAGE LOAN APPROVAL

STEPHEN KANG
164 ROBERT BURKS RD
DERIDDER, LA 706347457

DATE: November 15, 2016
MORTGAGE LOAN NO.: 8026956972

Dear STEPHEN KANG,

Navy Federal is pleased to advise you that your application for a first mortgage loan has been approved, subject to the following terms and conditions:

Property Address: To Be Determined, LEBESVILLE, LA 71446

Table with 3 columns: Field Name, Amount, and Percentage/Rate. Includes rows for Sales Price (\$88,500.00), Downpayment (\$0.00), Type of Loan (VA Fixed Rate), Loan Amount (\$90,402.00), Interest Rate (At Market ***), Term (360 Months), Loan Origination Fee (\$904.02), VA Funding Fee (\$1,902.75), and Discount Points (\$791.02).

Navy Federal shall have the right to withdraw this commitment should the terms of the application as submitted and approved be changed without the prior knowledge and approval of Navy Federal.

Interest Rate/Discount Point Commitment. If you previously chose to lock in the interest rate and discount points offered for this loan, your pricing commitment for this "pricing" expires N/A. If settlement does not occur by this date, your loan may be subject to resubmission for approval.

Payments. Payments, except for biweekly repayment loans, will begin on the first day of the second month following disbursement and subsequent payments will be due on the first day of each month.

*** Loan subject to re-approval if market rate increases.

The Following Items Are Needed By Navy Federal 14 Working Days Prior to Settlement:

From your Settlement/Escrow Agent:

- 1. Title Binder
- 2. Survey, if applicable for your transaction
- 3. Closing Protection Letter

From your Insurance Agent:

- 4. Hazard Insurance and paid receipt
 - Mortgagee Clause to Read:
 - Navy Federal Credit Union and/or the Sec. of VA, an Officer of the USA,
 - Their successors and assigns, ATIMA
 - P. O. Box 100598, Florence, SC 29502-0598

(If a Condominium, a Certificate of Insurance is required from the Condo Association)

From your Real Estate Agent or Builder:

- 5. Termite/Soil Treatment Guarantee, if applicable

Credit approval subject to:

- 1. If closing by Power of Attorney please discuss with your Loan Officer/Processor immediately as additional requirements may be necessary.
- 2. For all VA Purchases the following verbiage must be contained in a ratified sales contract or an addendum to the contract containing this verbiage will be required:
 'It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.'
- 3. Loans secured by condominiums require that the project be approved prior to settlement. Maximum financing may not be available on all projects.
- 4. Maximum financing may not be available if property is located in an area that has an over supply of properties for sale and/or declining market values. The maximum loan amount is based on the sales price or appraised value, whichever is less.
- 5. The subject property must be in overall 'average' condition, in addition, any repairs noted on the appraisal must be completed prior to settlement even if the appraisal does not condition for the repairs.
- 6. In addition to the standard verification of employment and income, loan approval is subject to a final verbal verification of employment within 10 days prior to settlement for salaried borrowers, and within 30 days prior to settlement for self-employed borrowers from an independent third party source.
- 7. Loans that may require Private Mortgage Insurance are subject to approval by the Mortgage Insurance Co. This loan approval letter represents Navy Federal loan approval only and is not a guarantee of approval by a Private Mortgage Insurance Company.
- 8. Most recent paystub/ LES. Must support the income used to qualify and confirm no additional monthly obligations.
- 9. Original Certificate of Eligibility with sufficient entitlement for loan amount requested.
- 10. Copy of earnest money deposit check (front and back)
- 11. Most recent bank statement (all consecutive pages) covering a ___1___ month period
- 12. Verify assets sufficient to cover the down payment, closing costs and/or VA funding fee, if applicable, from acceptable sources.
- 13. Loan is subject to ratified sales contract, with all addendums/attachments (home to be purchased).
- 14. * (Continued)

Please acknowledge your acceptance of this commitment by signing where indicated and returning this letter to me.

Navy Federal is pleased to provide this service to you. If there are questions concerning your loan that cannot be answered by your processor/closer, please contact me.

Sincerely,

Loan Officer Anne Adams
Telephone: (877) 573-2324

Supervisor Jennifer Forbes
Telephone: (877) 573-2324

To schedule closing & review the list of items needed for closing, call your processor/closer.

ACCEPTED: _____
 Borrower Signature Date

Borrower Signature Date



Federally insured by NCUA
© 2015 Navy Federal NFCU40165-MO-507461-507462 (8-15)
DOC #: 507462

Navy Federal Credit Union
Conditions
Addendum Continuation

Ratified VA addendum to sales contract

15. Clear CAIVRS number for both borrowers. (VA loans only)
16. Subject to satisfactory VA Certificate of Reasonable Value or Lender's Notice of Value prior to settlement (VA loans only)
17. Verification of Home Owners Insurance with 100.00% replacement cost to include wind and hail coverage (is required). If Wind/Hail coverage is excluded from the hazard policy, a separate policy must be obtained for wind/hail.
A copy of your Flood insurance declaration page with the agents name and phone number. The maximum deductible is \$10,000. For condominium and PUD projects, the maximum deductible is \$25,000. (IF APPLICABLE)
18. Prequalification and final loan approval is contingent upon Seller Concessions up to 4% of Sales Price.
19. Termite Inspection Report/Soil Treatment Warranty must be provided to the lender. All treatments and/or repairs to be completed prior to loan disbursement. The termite report can not be more than 90-days old on the day of loan closing.
20. If not yet provided; All income, assets and credit conditions must be received within 48 hours: Please provide no later than close of business 11/07/2016.
21. Warning: Max loan amount / interest rate / ratio / escrows. Any increase could have negative impact on the final loan decision.

Property address, street, city, state, zip

ADDENDUM

1 The following terms are added to the Louisiana Residential Agreement to Buy or Sell
2 dated 11/21/2016 (the "Agreement") between Buyer and Seller
3 attached hereto. If any of the handwritten terms on this Addendum vary or conflict with
4 the preprinted portions of the Agreement, the handwritten portions of this Addendum
5 shall control.

6
7 The sale of the property described herein is specifically subject to and contingent upon approval of the
8 United States Bankruptcy Court after notice and an opportunity for a hearing in the bankruptcy proceeding
9 of William Howard Ernst, case number 16-20053

10-42 [Empty lines for handwritten terms]

44 X
45 Sign Seller's Full Name (First, Middle, Last)
46
47 William Howard Ernst
48 Print Seller's Full Name
49
50 11/21/2016 11:30 am
51 Day Date Time AM / PM

Sign Seller's Full Name (First, Middle, Last)
Lisa Ernst
Print Seller's Full Name
11/21/2016 11:30 am
Day Date Time AM / PM

54 X
55 Sign Buyer's Full Name (First, Middle, Last)
56
57
58 Print Buyer's Full Name
59
60
61 Day Date Time AM / PM

Sign Buyer's Full Name (First, Middle, Last)
Print Buyer's Full Name
Day Date Time AM / PM

Signature: William Howard Ernst
William Howard Ernst (Nov 21, 2016)

Email: bill.ernst@gapac.com

Signature: Amorow
Amorow (Nov 21, 2016)

Email: amorrowrealtor@yahoo.com