

CASH SALE

UNITED STATES OF AMERICA

BY: JOYCE MARY HALE BURNS, ET AL

STATE OF LOUISIANA

TO: ALL STATE FINANCIAL  
COMPANY

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 6<sup>th</sup> day of October, 2006, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

JOYCE MARY HALE BURNS, (SS# XXX-XX-0598) both individually and in her capacity as testamentary trustee on behalf of the **James Clifton Burns Forced Portion Trust (TIN: XX-XXX0787)**, the **James Clifton Burns Credit Shelter Trust (TIN: XX-XXX0789)** and the **James Clifton Burns Remainder Trust (TIN: XX-XXX0788)**, each trust created by Judgment of Possession in the Succession of James Clifton Burns, bearing no. 336-446 on the docket of the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana, said appearer being a person of the full age of majority, who declared unto me, Notary, that she has been married but once and then to James Clifton Burns, who has predeceased her, she is now single; her mailing address being 1001 Bonnabel Blvd., Metairie, LA 70005;

hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

**ALL STATE FINANCIAL COMPANY, (EIN: XX-XXX0597)**, a Louisiana partnership, represented by the undersigned Partners, duly authorized by Amendment of Agreement of Partnership of All State Financial Company dated September 1, 1994, the original being filed as Instrument Number 9451256, Partnership Book 135 folio 297, in the official records for the Parish of Jefferson, and whose mailing address is 3421 N. Causeway Blvd., Suite 201, Metairie, LA 70002;

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A certain tract of land, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining, lying in Section 12, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, being more particularly described as follows:

Commencing at a point which is 1333.6 feet North and 266.8 feet East of the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 12, Township 7 South, Range 10 East;

Thence East 1070.69 feet; thence South 00 degrees 15 minutes 00 seconds East 352.23; thence North 71 degrees 48 minutes 53 seconds West 1128.59 feet to the POINT of BEGINNING of the tract herein described containing 4.33 acres.

AND

A certain tract of land, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining, lying in Section 12, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, being more particularly described as follows:

Commencing at a point which is 1333.6 feet North and 1643.5 feet East of the Southwest corner of the Northwest ¼ of the Southwest ¼ of Section 12, Township 7 South, Range 10 East;

Thence East 1037.31 feet; thence South 00 degrees 15 minutes 00 seconds East 794.90 feet; thence North 71 degrees 47 minutes 09 seconds West 1093.59 feet; thence North 00 degrees 15 minutes 00 seconds West 453.07 feet to the POINT of BEGINNING of the tract herein described; containing 14.86 acres.

Also being described according to a survey by John E. Bonneau & Associates, Inc. dated July 20, 2006, a copy of which is attached hereto and made a part hereof, as follows:

A CERTAIN PIECE OR PORTION OF LAND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL THE RIGHTS, WAYS, MEANS, PRIVILEGES, SERVITUDES, PRESCRIPTIONS, APPURTENANCES AND ADVANTAGES THERETO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 10 EAST, ST. TAMMANY PARISH, LOUISIANA BEING MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE SECTION CORNER COMMON TO SECTIONS 12, 45, & 46 TOWNSHIP 7 SOUTH, RANGE 10 EAST, ST. TAMMANY PARISH, LOUISIANA RUN SOUTH 00 DEGREES 02 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 2475.44 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 24 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 2089.37 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING RUN SOUTH 00 DEGREES 46 MINUTES 25 SECONDS EAST (TITLE: SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST) FOR A DISTANCE OF 795.81 FEET (TITLE: 794.90 FEET) TO A POINT ON THE NORTH RIGHT-OF-WAY OF INTERSTATE 12; THENCE RUN ALONG SAID RIGHT-OF-WAY NORTH 72 DEGREES 18 MINUTES 38 SECONDS WEST (TITLE: NORTH 71 DEGREES 47 MINUTES 09 SECONDS WEST) FOR A DISTANCE OF 1093.59 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 00 DEGREES 46 MINUTES 26 SECONDS WEST (TITLE: NORTH 00 DEGREES 15 MINUTES 00 SECONDS WEST) FOR A DISTANCE OF 452.84 FEET (TITLE: 453.07 FEET) TO A POINT; THENCE RUN NORTH 89 DEGREES 24 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 1037.31 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 14.87 ACRES MORE OR LESS.

AND

A CERTAIN PIECE OR PORTION OF LAND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL THE RIGHTS, WAYS, MEANS, PRIVILEGES, SERVITUDES, PRESCRIPTIONS, APPURTENANCES AND ADVANTAGES THERETO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN SECTION 12, TOWNSHIP 7 SOUTH, RANGE 10 EAST, ST. TAMMANY PARISH, LOUISIANA BEING MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE SECTION CORNER COMMON TO SECTIONS 12, 45, & 46 TOWNSHIP 7 SOUTH, RANGE 10 EAST, ST. TAMMANY PARISH, LOUISIANA RUN SOUTH 00 DEGREES 02 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 2475.44 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 24 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 2089.37 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 46 MINUTES 25 SECONDS EAST (TITLE: SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST) FOR A DISTANCE OF 795.81 FEET (TITLE: 794.90 FEET) TO A POINT ON THE NORTH RIGHT-OF-WAY OF INTERSTATE 12; THENCE RUN ALONG SAID RIGHT-OF-WAY NORTH 72 DEGREES 18 MINUTES 38 SECONDS WEST (TITLE: NORTH 71 DEGREES 47 MINUTES 09 SECONDS WEST) FOR A DISTANCE OF 1393.41 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 72 DEGREES 18 MINUTES 38 SECONDS WEST (TITLE: NORTH 71 DEGREES 48 MINUTES 53 SECONDS WEST) FOR A DISTANCE OF 1128.59 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 89 DEGREES 08 MINUTES 40 SECONDS EAST (TITLE: EAST) FOR A DISTANCE OF 1042.67 FEET TO A POINT;

THENCE RUN NORTH 89 DEGREES 24 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 28.02 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 44 MINUTES 36 SECONDS EAST (TITLE: SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST) FOR A DISTANCE OF 358.82 FEET (TITLE: 352.23 FEET) BACK TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 4.41 ACRES MORE OR LESS.

(Hereinafter referred to as the "Property".)

**TO HAVE AND TO HOLD** the said Property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of SEVENTY-SEVEN THOUSAND ONE HUNDRED TWENTY-ONE AND NO/100 (\$77,120.00) Dollars, lawful current money of the United States of America, which amount the said purchaser has paid in ready cash, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefore.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors", and whenever the word "purchaser" is used it shall be construed to include "purchasers".

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificates of mortgage and conveyance as required by Article 3364 of the revised Civil Code of Louisiana are waived.

All state and parish taxes assessed against the property herein conveyed up to and including 2005 are paid. The taxes for the year 2006 are prorated and are to be paid by the Purchaser. Taxes for the year 2007 and future ad valorem property taxes shall be paid by the Purchaser.

Seller and Purchaser hereby acknowledge and agree that the taxes on the property which Seller has this date conveyed unto Purchaser have been prorated on the basis of the tax amount paid for the preceding year, which is the best information available at this time from the public records.

Purchaser hereby agrees that if the actual taxes for the current year are more than the amount on which the proration was based, Purchaser will pay to the Seller the additional prorata taxes.

Seller hereby agrees that if the actual taxes for the current year are less than the amount on which the proration was based, Seller will refund to Purchaser the amount by which the proration exceeded his share.

**SIGNATURES ON THE FOLLOWING PAGE**

THUS DONE AND PASSED in St. Tammany Parish, Louisiana, on the day, month and year first hereinabove written, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

Windy Hebert  
Windy Hebert

Fred O'Neal  
FRED O'NEAL

Joyce Mary Hale Burns  
JOYCE MARY HALE BURNS,  
INDIVIDUALLY AND AS  
TESTAMENTARY TRUSTEE FOR THE  
JAMES CLIFTON BURNS FORCED  
PORTION TRUST, THE JAMES CLIFTON  
BURNS CREDIT SHELTER TRUST AND  
THE JAMES CLIFTON BURNS  
REMAINDER TRUST

ALL STATE FINANCIAL COMPANY  
BY: [Signature]  
BRUCE WAINER, PARTNER

BY: [Signature]  
HAROLD WAINER, PARTNER

[Signature]  
A. WAYNE BURAS, NOTARY PUBLIC  
LOUISIANA BAR NO. 3651