

Attachment 5A – Title Opinion/Abstract

Natchitoches Parish Port

NorthPort Tract



**CERTIFICATE OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE
SITUATED IN THE PARISH OF NATCHITOCHEES
STATE OF LOUISIANA, TO-WIT:**

Tract 1 located in Sections 39, 41, 45 and 88 T10N-R7W
Natchitoches Parish, La. See attached for complete description.

WE HEREBY CERTIFY that we have examined the Conveyance Indices in the Office of the Clerk and Recorder in and for **NATCHITOCHEES** Parish, Louisiana, since **OCTOBER 23, 1918**, and that there have been recorded the following Instruments through which the above described property was conveyed to **CHARLES R. COTTON, ET UX**

(1) Sale and Assumption, J. E. Fenn (Nina E. Brown) and H. L Williams (Iva Helmes) to S. Nelken (Sarah Abrams), dated, filed and recorded October 23, 1918, COB 143, page 564, Entry #47275

(2) Judgment, "Succession of Samuel Nelken and Sara A. Nelken" to Augusta Nelken, Fanny B. Nelken, Abram Nelken, Many Nelken, Jetty Nelken, Lillian Nelken, Miriam Nelken, Irion Nelken, Bernard Nelken and Sylvan Nelken, dated, filed and recorded November 21, 1931, COB 167, page 243, Entry #62978

(3) Judgement of Possession, "Succession fo Emanuel Nelken" to Augusta Nelken, Fanny B. Nelken, Abram Nelken, Many Nelken, Jetty Nelken, Lillian Nelken, Miriam Nelken, Irion Nelken, Bernard Nelken and Sylvan Nelken, dated, filed and recorded July 10, 1942, COB190, page 64, Entry # 77381

(4) Cash Sale, Mary Oden Nelken (wid. of Bernard E. Nelken) to Augusta Nelken, Fannie B. Nelken, Miriam Nelken, Irion Nelken (single), Sylvan W. Nelken (Lennie Dixon Nelken; purchasing the undivided int. in his separate and paraphernal funds) and Jetty Nelken Pressburg (Henry Pressburg; purchasing the undivided int. in her separate and paraphernal funds), dated, filed and recorded February 27, 1951,. COB 213, page 497, Entry #95043

(5) Judgment, Abraham Nelken to Augusta Nelken, Fannie B. Nelken, Many Nelken, Jetty Nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken and Sylvan Nelken, dated, filed and recorded March 13, 1851, COB 213, page 546, Entry #65097

(6) Judgment, Bernard Earl Nelken (Mary Oden Nelken; wid) to Augusta Nelken, Fannie B. Nelken, Many Nelken, Jetty nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken, Bernard Nelken and Sylvan Nelken, dated filed and recorded June 4, 1952, COB 216, page 480, Entry #97228

(7) Cash Sale, Fannie B. Nelken (single) to S. W. Nelken (Lennie Dixon); Irion D. Nelken (single); Jettye Nelken Pressburg (wid. of Henry Pressburg); Lillian Nelken (single); and Miriam Nelken (single), dated, filed and recorded October 30, 1961, COB 245, page 194, Entry #113881

(8) Judgment of Possession, "Succession of Lillian Nelken' to Sylvan W. Nelken, Irion Nelken, Fannie Nelken and Miriam Nelken, dated, filed and recorded May 1, 1972, COB 305, page 104, Entry #136254

(9) Judgment, "Succession of Augusta Nelken" to S. W. Nelken, Irion Nelken, Miriam Nelken, Lillian Nelken, Fannie Nelken and Jettye Nelken Pressburg, dated August 30, 1961, filed and recorded Augsut 31, 1961, COB 244, page 485, Entry #113644

NOTE: See Correction Judgment filed May 1, 1972 at COB 305-107, Entry #136255

(10) Judgment of Possession, "Succession of Jetty N. Pressburg" to Sylvia Joan Pressburg and Bernard S. Pressburg, dated December 27, 1968, filed and recorded February 5, 1968, COB 279, page 571, Entry #127227

(11) Donation of Immovable Properties, Sylvan W. Nelken and Lennie Dixon Nelken to Sarah Elizabeth Nelken Woodyard, Catherine Augusta Nelken Bienvenu, Samuel Nelken and Dorothy Ann Nelken Owen, dated, filed and recorded March 17, 1975, COB 322, page 774, Entry #143675

(12) Judgment, "Succession of Miriam Nelken" to Sylvia J. Pressburg and Bernard S. Pressburg, dated, filed and recorded February 7, 1979, COB 350, page 604, Entry #155068

(13) Act of Donation, Irion D. Nelken (single) to Sylvia Joan Pressburg and Bernard Samuel Pressburg, dated January 14, 1983, filed and recorded February 11, 1983, COB 384, page 170, Entry #166705

(14) Judgment of Possession, "Succession of Irion D. Nelken" to Sylvia Joan Pressburg and Bernard S. Pressburg, dated, filed and recorded August 18, 1987, COB 429, page 796, Entry #179131

NOTE: See Motion to Correct Clerical Error in Judgment filed September 24, 1987, COB 430-744, Entry #179399

NOTE: See Will dated June 13, 1981 at COB 423-660, Entry #177527

(15) Voluntary Partition of Immovable Property, Samuel Nelken (single); Sarah Elizabeth Nelken Woodyard (John B. Woodyard) Catherine Nelken Henry (Douglas Henry, Sr.) and Dorothy Ann Nelken Owen (Thomas E. Owen) to Bernard Samuel Pressburg (Gretchen P. Pressburg) and Sylvia Joan Pressburg, dated May 7, 1993, filed and recorded May 11, 1993, COB 482, page 710, Entry #194366

NOTE: See Ratification of Voluntary Partition of Immovable Property and Quitclaim Deed, filed November 21, 1994, COB 497-538, Entry #198909

(16) Cash Sale, Bernard Samuel Pressburg (Gretchen Peiser Pressburg) and Sylvia Joan Pressburg to Continental Land and Mineral Co., dated August 9, 1994, filed and recorded September 13, 1994, COB 495, page 577, Entry #198381

(17) Cash Sale, Continental Land and Mineral Co. to Charles Ray Cotton and Dorothy M. Leach Cotton, dated, filed and recorded November 10, 2000, COB 551, page 43, Entry #216478

NOTE: See Sell-Off filed January 14, 2009 at COB 629-32, Entry #320850

WE FURTHER CERTIFY that we find no adverse alienations of the above described property in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of records, or transfers of mineral and royalty interest by parties other than the fee title owners) except as follows:

(1) Right of Way, S. Nelken Estate to Central LA Electric Co., Inc., dated January 22, 1965, filed and recorded February 9, 1965, COB 261, page 691, Entry #120636

(2) Right of Way, Adrian D. Land, et al to State of LA Dept. of Hwys, dated November 16, 1956, filed and recorded December 11, 1956, COB 229, page 311, Entry #105576

(3) Right of Way, S. Nelken, Estate by Sylvan Nelken, Agt. to Gravity Drainage Dist. #1, dated November 5, 1950, filed and recorded February 27, 1953, COB 212, page 519, Entry #98536

(4) Right of Way, Charles Ray Cotton a/k/a Charles R. Cotton and Dorothy M Leach Cotton a/k/a Dorothy M. Cotton to Crosstex LIG, LLC, dated December 16, 2008, filed and recorded January 14, 2009, COB 629, page 41, Entry #320851

(5) Right Of Way, Charles Ray Cotton a/k/a Charles R. Cotton and Dorothy M Leach Cotton a/k/a Dorothy M. Cotton to Crosstex LIG, LLC, dated August 14, 2006, filed and recorded March 21, 2007, COB 610, page 116, Entry #301396

NOTE: See Amendment to Right of Way Agreement filed February 27, 2009 at COB 630-28, Entry #321929

WE FURTHER CERTIFY that a search of the Mortgage records in any of the above names, specifically as they appear in the certificate, reveals no uncanceled encumbrances affecting the above described property (excluding encumbrances over 45 years old) except as follows:

(1) Collateral Mortgage, Charles Ray Cotton and Dorothy M. Leach Cotton to LA Federal Land Bank Association, dated, filed and recorded November 10, 2000, MOB 687, page 336, Entry #259583

NOTE: See Partial Release filed February 23, 2009 at MOB 894-526, Entry #321770

(2) Option Agreement, Charles R. Cotton and Dorothy L. Cotton to The Natchitoches Parish Port Commission, dated May 21, 2009, filed and recorded May 22, 2009, MOB 902, page 325, Entry #324143

WE FURTHER CERTIFY that a search of the Mortgage Records for a period of ten years in the following names reveal no uncanceled general encumbrances.

THE NATCHITOCHE PARISH PORT COMMISSION

"NONE"

WE FURTHER CERTIFY that State and Parish taxes for the last three years HAVE been paid.

Ward: FOUR

Assessed to: CHARLES R. COTTON, ET UX

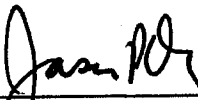
Assessment No. 0040031600

For: \$1119.07 PAID 12/5/08

This certificate is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title.

THIS CERTIFICATE is prepared for the use and benefit of MARK BEGNAUD, and no liability to any other party is assumed hereunder.

IN TESTIMONY WHEREOF, Witness our signature on the 29TH day of MAY, 2009.



Jason P. Deen

DESCRIPTION

TRACT I

That certain piece, parcel or tract of ground containing 383.73 acres, more or less, located in Sections 39, 41, 45 and 88, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, as the same is more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S., dated June 24, 1994, recorded with a Collateral Mortgage recorded in Mortgage Book 590, Page 503, under Original Instrument No. M-223632, mortgage records of Natchitoches Parish, Louisiana, and which said tract being more particularly described as follows, to-wit:

Beginning at point "C" on a plat of survey for Deloyce Blewer dated October 3, 1984 by Billy D. Crow, R.L.S., which said point being marked by an X-Tie found along the Southernmost section line of Section 69, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana and from said point run thence South 15 degrees East a distance of 176.2 feet to Point "B" on a plat of survey for E.P. & Clara Brown, dated November, 1949, by Gaiennie Hyams, R.L.S. in which said point being located on the Westernmost Section line of Section, 6, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run South 49 degrees West 1,656.5 feet to an iron rod set in the Northeast Corner of the property herein described and being the Point of Beginning; and, from said Point of Beginning thence continue South 49 degrees West 3,136.85 feet to an axle located on the Easternmost Right of Way of Louisiana Highway No. 486; thence continue South degrees West a distance of 404.8 feet to the Northwest Corner of the tract herein described marked by an iron rod; thence run South 78 degrees 38 minutes East 121.9 feet; thence run South 71 degrees 30 minutes East 94.7 feet; thence run South 49 degrees 50 minutes East 127.9 feet; thence run South 44 degrees 14 minutes East 536.0 feet; thence South 41 degrees 18 minutes East 275.5 feet; thence run South 40 degrees 14 minutes East 146.2 feet; thence run South 35 degrees 5 minutes East 345.5 feet; thence run South 11 degrees 34 minutes East 141.0 feet; thence run South 8 degrees East 458.4 feet; thence run South 4 degrees 55 minutes East 695.8 feet; thence run South 9 degrees 23 minutes East 115.8 feet; thence run South 36 degrees 47 minutes East 136.1 feet; thence run South 16 degrees 22 minutes West 130.9 feet; thence run South 15 degrees 50 minutes West 78.5 feet; thence run South 14 degrees 40 minutes West 96.4 feet; thence run South 11 degrees 3 minutes West 97.7 feet; thence run South 5 degrees 1 minute West 96.3 feet; thence run South 0 degrees 53 minutes East 93.4 feet; thence run South 6 degrees 12 minutes East 74.5 feet to the Southwest Corner of the tract herein described; thence run North 79 degrees East a distance of 2,692.87 feet to an iron rod; thence run North 49 degrees East 1,650 feet to a point; thence run North 15 degrees West 805.20 feet to an iron rod; thence run North 70 degrees East a distance of 291.6 feet to an iron rod; thence run North 41 degrees West 662.4 feet to a point; thence run North 15 degrees West 491.45 feet to a point located on the Western Right of Way of the K.C.S. Railroad; thence run North 45 degrees 7 minutes 20 seconds West 2,966.81 feet to the Point of Beginning of the tract herein described.

LESS AND EXCEPT

That certain tract or parcel of land, located in Natchitoches Parish, Louisiana, Section 39, Township 10 North, Range 7 West, containing 5.5 acres, more or less, and more fully described as follows:

BEGINNING at a found axle on the easterly right of way of Louisiana Highway Number 486 and the northerly most property line of Charles R. Cotton, et ux, and having a latitude of 31.848948 degrees North and a longitude of 93.078045 degrees West. THENCE along the northerly most property line of Charles R. Cotton, et ux North 49 degrees, 12 minutes, 44 seconds, East for a distance of 798.60 feet to a corner having a latitude of 31.850391 degrees North and a longitude of 93.076107 degrees West. THENCE South 40 degrees, 55 minutes, 07 seconds East for a distance of 300.00 feet to a corner having a latitude of 31.849770 degrees North and longitude of 93.075470 degrees West. THENCE South 49 degrees, 12 minutes, 43 seconds West for a distance of 798.60 feet to a corner on the easterly right of way lines of Louisiana Highway Number 486 having a latitude of 31.848327 degrees North and a longitude of 93.077409 degrees West. THENCE along the easterly right of way of Louisiana Highway Number 486 North 40 degrees, 55 minutes, 07 seconds West for a distance of 300.00 feet to the POINT OF BEGINNING. The property is more fully described on that certain plat of survey dated October 10, 2008, attached to an Act of Exchange recorded in Conveyance Book 629, at Page 32 of the records of Natchitoches Parish, Louisiana.

given the said James P. Tucker full and complete authority to name and fix the price and terms of sale therein, and to such purchasers as he shall name, with full and complete authority to receive and receipt for the purchase price thereof, and with full and complete authority to sign his name to any such acts of sales, and to do all acts necessary for the negotiation and completion of any of said sales, the same as if he were present and done of his own hand, which acts he herein ratifies as full and complete. Thus done and passed on the day and date first above written, in the presence of the two undersigned local and competent witnesses.

(Signed) John P. Tucker, Jas. P. Tucker. Attest: J. Stephens, T. Frank Haines. (Signed) Jas. W. Jones, Jr., Notary Public. (Seal)

No. 47275 STATE OF LOUISIANA, PARISH OF WATCHITOCHEE. Personally came and appeared before me the undersigned authority, J.E. Fenn, married once to Miss Nina E. Brown living, and H.E. Williams, married once to Miss Iva Helnes living, the former a resident of Cadeo Parish, the latter of Watchitoches, Parish who declared that for the consideration hereinafter expressed they do by these presents bargain, sell transfer and deliver unto G. Welken, married once to Miss Sarah Abrams, living a resident of the Parish of Watchitoches La. with full warranty of title and subrogation to all their rights and actions in warranty against any and all former proprietors, the following property situated in the Parish of Watchitoches, La. together with all buildings and improvements thereon to wit: That certain plantation situated on the East Bank of Red River known as the John H. Henry Place and being in sections 6, 45, 41 and 38 Twp 10 N R 7 W containing 500 acres more or less a map of the same having been made by Calienne Hyams surveyor, which map belongs to vendors but has not been delivered by the surveyor and the same is included in this sale. Being the same land acquired by Fenn & Williams from Franklin Realty Co. as per act of sale of date March 11, 1918 recorded in recorders office of this Parish and having been acquired by the Franklin Realty Co. from Atkins Bros. as per deed recorded in B 124 F 618 and by them from John B. Atkins as per deed in B- F- the said J.B. Atkins acquired it from John H. Henry as per deed recorded in B 102 F 174. Excepted from this sale is the undivided 3/4 interest in and to all oil and mineral rights with respect to said property especially including the privilege and right at any time the Franklin Realty Co. and Fenn & Williams may see fit to sink such wells for oil, gas or other minerals as either may desire on said property and to do and perform all acts that may be necessary to mine such oil, gas or other minerals and metals and take such oil, gas, minerals and metals from the earth and market same and for this purpose likewise reserve all ground that may be necessary for the above mentioned purposes together with the full right of ingress and egress at all times for the purpose of drilling, mining and exploiting for oil, gas or other minerals and for all operations in connection therewith including the erection, constructions and appliances necessary or convenient for carrying on such operations and for laying of pipe lines and other means of transportation necessary or convenient for the production mining and transportation of oil gas and other minerals with full privilege to said parties of removing and removing all such structures at will it being thoroughly understood that this sale does not include an undivided 3/4 of oil, gas, mineral or metals, 1/2 of said minerals having been reserved by the Franklin Realty Co. and 1/4 of the same are reserved by vendors the remaining undivided 1/4 of said minerals etc. is transferred with this sale to G. Welken to have and to hold to said purchaser his heirs and assigns forever. The consideration of this sale is the price and sum of Twenty Seven Thousand and Five Hundred and 00/100 Dollars (\$27500.00) paid and payable as follows, the purchaser assumes the payment of 6 promissory notes of the vendors all dated

(1)

March 11, 1918 each for the sum of Thirty One Hundred and Twenty Five and 00/100 Dollars (\$3125.00) due respectively 1, 2, 3, 4, 5 and 6 years from their date and each bearing 6% per annum interest from their date all interest payable annually, which notes aggregate in principle the sum of Eighteen Thousand Seven Hundred and Fifty and 00/100 Dollars (\$18750.00) and the interest due to this date thereon amounts to Six Hundred and Ninety Three and 75/100 Dollars (\$693.75) and principle and interest aggregating this day Nineteen Thousand Four Hundred and Forty Three and 75/100 Dollars (\$19443.75) which notes are secured by vendor's lien and privilege and were given by the vendors as part of the purchase price to the Franklin Realty Co. In addition to said sum the purchaser assumes to pay the taxes for the year 1918 which amount to Three Hundred and Sixty Four and 00/100 Dollars (\$364.00) making the total assumption herein Nineteen Thousand Eight Hundred and Seven and 75/100 Dollars (\$19807.75) and for the balance of the purchase price to wit the sum of Seven Thousand Six Hundred and Ninety Two and 25/100 Dollars (\$7692.25) the purchaser pays cash, the receipt of which is acknowledged and full acquittance given. Possession of this property is given to day subject to the rights of the tenant, the crop of the year 1918 belongs to the vendor. The purchaser hereby assumes whatever obligation of vendors is contained in their deed from the Realty Co. in respect to the \$2000.00 provided for certain improvements. The certificate of mortgages is annexed. Done and signed in presence of the undersigned witnesses and me Notary this October 23, 1918, Rev Stamps 28.00 attached & cancelled. (Signed) John T. Penn, H.L. Williams, G. Kelken. Attest: Plamor Breazeale, St. Anne Prudhomme. (Signed) W.P. Breazeale, Notary Public. (Seal).

No. 47276
 Jefferson Highway
 Realty Co. Inc.
 To
 Dominick Metoyer
 Sale of Lots
 Recd. Oct. 24th.
 1918

STATE OF LOUISIANA, PARISH OF WACHITOCHES. Before me Norwood T. Smith, a Notary Public duly commissioned and sworn within and for the Parish of Watchitoches, State of Louisiana, in presence of the witnesses hereinafter named and undersigned personally came and appeared The Jefferson Highway Realty Co. Inc. herein selling by and represented by its president V.L. Poy and Manager P.T. Hedges, two of its officers, duly authorized by a resolution of its Board of directors of date Nov., 1916, and recorded in Book 140 Page - Recorders Office, Parish of Watchitoches La. and being resident of and domiciled in the Parish of Watchitoches, La., who declares that for and in consideration of the price and sum of Two Hundred and Twenty Five Dollars, cash in hand paid, receipt whereof is hereby acknowledged and good acquittance and discharge given for it did and do by these presents GRANT, RAISE, SELL, ASSIGN, CONVEY, SET OVER and DELIVER unto Dominick Metoyer, a married man of full age (whose wife is May Dominick Metoyer nee May Lacour and who is here present accepting, and purchasing for himself heirs and assigns, all and singular, the following described property, to-wit: That certain two lots of ground, situated, in East Watchitoches La. and being Lots Nos. Ten and Eleven (10), and (11), of Block "G", of East Watchitoches La, as is shown per plat and map of same, on file and recorded in Book-132- page 282, Recorders Office, Parish of Watchitoches. TO HAVE and TO HOLD the said property to the said purchaser his heirs and assigns, in full property, forever free from any lien, mortgage or encumbrance whatever, with full and general warranty of title and full subrogation of all rights of warranty, and all other rights held therein by said vendor. The said appearers hereby agree to dispense with the certificate required by Article 3364 of the Revised Civil Code of this State, and to exonerate me, said Notary, from liability on account of the non-production of the same. All taxes due on said property herein conveyed have been paid as evidenced by the tax collector's receipt exhibited to me. Thus done and passed at Watchitoches, Parish of Watchitoches, Louisiana, on this 22nd day of October, A.D., Nineteen Hundred and Eighteen.

The Clerk and Ex Officio recorder of mortgages for the parish of Natchitoches is hereby authorized to cancel and erase from the records of his office, all subsequent mortgages and the mortgage under which this writ was issued, in so far as the property herein sold is affected.

Now therefore, in consideration of the premises and by virtue of the laws of this state, in such cases made and provided, the sheriff aforesaid does by these presents, sell, assign, transfer, convey and deliver the said property to said purchaser herein, as well as all of the right title, interest and claim which the said defendant had in and to the same.

To have and to hold the same unto the said purchaser its heirs and assigns forever.

In testimony whereof, I hereunto affix my signature in the parish of Natchitoches, Louisiana, this 7th day of November, 1931, in the presence of the undersigned witnesses.

Witnesses
S. E. Tobin
Earl Prudhomme

J. W. Payne
Sheriff parish of Natchitoches
By A. R. O'Quinn, Deputy

No. 62978

Succession of Samuel Nelken No. 3500

Succession of
Samuel Nelken
Sarah A. Nelken

and Mrs. Sarah Nelken No. 3825

10th District court Parish Natchitoches, Louisiana.

Judgment

In this case upon application of the heirs to be

rec'd November 21, 1931
at 4:20 o'clock p. m.

decreed owners and placed in possession of their

virile share, one tenth (1/10) each in indivision

and there being no opposition thereto and there being no inheritance tax due the state of Louisiana, as shown by the waiver and admissions of the sheriff and Ex Officio Tax Collector, and the attorney appointed to assist him;

It is therefore ordered adjudged and decreed that

1. Augusta Nelken a resident of Natchitoches, La
2. Fanny B. Nelken resident of New Orleans La
3. Abram Nelken, represented herein by Augusta Nelken and Fanny B. Nelken joint tutors and curators of Abram Nelken by judgment of this honorable court
4. Many Nelken resident of Natchitoches, La
5. Jetty Nelken Pressburg, resident of Rapides Parish La
6. Lillian Nelken resident of Natchitoches, La
7. Miriam Nelken, resident of Natchitoches, La.
8. Irion Nelken, resident of Natchitoches, La
9. Bernard Nelken, resident of Shreveport La
10. Sylvan Nelken resident of Chicago Illinois

Be and the same are hereby decreed the sole heirs of Samuel Nelken and Mrs. Sarah A. Nelken and are decreed owners in the proportions of one tenth each (1/10) undivided interest therein to the following described property to-wit;

Real estate.

1.

A certain tract of land with all buildings and improvements thereon situated in parish of Natchitoches, La on the east bank of Red River bounded north by property of Brown, south by property of J. D. DeBlieux, east by property of Heirs of Henry and west by Red River, containing 500 acres more or less.

2.

A certain tract of hill land situated in parish of Natchitoches, La, being SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 9 T 9 N R 8 W. Containing 40 acres.

3.

A lot of ground with the store building thereon situated in the city of Natchitoches, La., on the corner of Jefferson and De Meziere Streets bounded north by property of Mrs. Eva White, south by DeMeziere Street, east by Jefferson street and west by Nelken street.

4.

A certain lot of ground with buildings thereon, situated in the city of Natchitoches, La., on west side of Nelken Street, bounded north by property of Dr. J. S. Stephens, south by property of Mrs. Sarah Nelken, east by Nelken Street and west by property of A & H Winbarg.

5.

A certain lot of ground on the east side of First Street in City of Natchitoches being lot 5 on a platt of survey duly recorded in recorders office bounded north by lot 4, south by lot 6 or property of Polite Edwards, east by property of Hamilton and west by First street, acquired at sheriffs sale as per deed recorded in B 128 F 552 Clerk's office.

6.

A certain tract of land containing 40 acres being NE $\frac{1}{4}$ of SW $\frac{1}{4}$ section 19 T 9 N R 8 W.

7.

A lot of ground with improvements thereon in city of Natchitoches, situated on the west side of Nelken Street bounded north by property of deceased south by property of E. A. Carnahan acquired from her father Simon Abraham.

8.

A lot of ground on the east side of Nelken Street, bounded north by property of J. L. Bryan south by vacant lot acquired by purchase from H. Kaffie.

9.

A vacant lot situated in the city of Natchitoches, on the west side of Percy Street, acquired by purchase from Voliers, the same bounded north by property of W. T. Cunningham, and E. B. Winbarg, and on the east by property described above.

Live Stock

50 head of mules and horses of various age now on plantations owned and rented property.

Farming implements

Consisting of plows, sweeps, hoes, wagons, etc, now on plantations owned and rented.

Merchandise and Store fixtures

A stock of general merchandise in the store house on the corner of Jefferson & De Meziere streets as shown by the inventory and appraisement on file.

Notes and accounts.

1 lot of notes against various customers as shown by mercantile book some of which are collectable others worthless.

1 lot of open accounts due by tenants now on the plantations owned and rented for year 1931.

440

BONDS

- 1 No. 25 Bond town of Pineville
- 1 No. 197 Parish of Tangipahoe Drainage District
- 1 No. 145 Parish of Tangipahoe Drainage district
- 1 No. 124 Lake Charles Hotel Building
- 1 No. 32 Parish of Red River
- 1 No. 123 Lake Charles Hotel Building
- 1 No. 235 City of Mobile Alabama
- 1 No. 9 town Lake Providence Sewer Board
- 1 No. 8 Town Lake Providence Sewer Board
- 1 No. M 138 Methodist Hospital Fort Worth
- 1 No. M 139 Methodist Hospital Fort Worth
- 1 No. M 77 Pontchartrain Apartments
- 1 No. M 95 Pontchartrain Apartments
- 1 No. M 125 Pontchartrain Appartiments
- 1 No. M 139 Pontchartrain Appartments
- 1 No. M 16 Arlington Heights Methodist Church, Fort Worth
- 1 No. 9 Town of Independence Sewer District No. 1
- 1 No.10 Town Independence Sewer District No. 1
- 1 No. 35 Parish East Baton Rouge Sewer District No. 1
- 1 No. 347 Oglethorpe University
- 1 No. M 346 Oglethorpe University
- 1 No. M 345 Oglethorpe University
- 1 No. M 840 Gulf States Creosoting Co
- 1 No. M 841 Gulf States Creosoting Co, Hattiesburg
- 1 No. M 842 Gulf States Creosoting Co. Hattiesburg Miss
- 1 No. M 1948 Bryn Mawn Beach Building Corporation
- 1 No. M 1947 Bryn Mawr Beach Building Corporation
- 1 No. 216 Parish St. Charles School District No. 1
- 1 No. 58 School District No. 3 Caddo parish
- 1 No. M 39 First Mortgage Marine Building Co.
- 1 No. M 39 First Mortgage Marine Building Co. Texas
- 1 No. M 39 First Mortgage Marine Building Co. Texas
- 1 No. 170 Capital City Hotel Co of Montgomery Ala
- 1 No. 171 Capital City Hotel Co Montgomery Ala
- 1 No. M 62 Hotel Co Lubbock Texas
- 1 No. M 115 Slattery Co Building, Shreveport
- 1 No. M 116 Slattery Co Building, Shreveport
- 1 No. M 117 Slattery Co Building, Shreveport
- 1 No. M 118 Slattery Co Building, Shreveport
- 1 No. M 119 Slattery Co Building, Shreveport
- 1 No. M 120 Slattery Co Building, Shreveport
- 1 No. 220 Monteleone Investment Co Inc
- 1 No. 222 Monteleone Investment Co Inc
- 1 No. 223 Monteleone Investment Co Inc
- 1 No. 326 Majestic Hotel Co Inc
- 1 No. M 248 Burnhardt Realty Co.
- 1 No. M 247 Burnhardt Realty Co

NOTE

1 note W H Stacey acquired by mortgage Principal, \$5000.00

BUILDING AND LOAN HOMESTEAD BONDS

1 No. number 61 Natchitoches Building & Loan
 1 No number 89 Natchitoches Building & Loan
 1 No 10390 Phoenix Building Loan & Homestead
 1 No 2807 Pyramid Building Loan & Homestead
 1 No. 3895 Pyramid Building Loan & Homestead
 1 No. 126 Louisiana Building & Loan Homestead
 1 No. 390 Guardian Building & Loan Ass
 1 No. 5464 Greater New Orleans
 1 No. 1372 Fidelity Building & Loan Homestead
 1 No. 4095 Excelcior Building & Loan Homestead
 1 No B 4392 Eureka Building & Loan Ass
 1 No. 773 Service Building & Loan
 1 No 2847 Equitable Building & Loan
 1 No 8087 Conservation Building & Loan
 1 No. 363 Aetna Building & Loan

UNITED STATES GOVERNMENT BONDS

1 No 9734 Fourth Loan
 1 No 9735 Fourth Loan
 1 No 9736 Fourth Loan

STOCKS

5 No Nyocco 956 General Public Utilities preferred stock
 1 No C 403575 General Motors Consumers stock
 2 Capital stock (2 shares) Peoples Bank
 20 shares Cook Land Company
 20 shares Farmers Gin Co
 46 shares Insurance Securities Co
 20 shares Amicable Life Insurance Co

Certificate of deposit for Bonds

1 No 135 of Bonds M 320 Hymson Building Corp.
 1 No 713 Bond No 8344835 Grand Truck R R Terminal & Cold Storage Co

CASH

Cash in Peoples Bank \$3107.47
 Cash in Exchange Bank checking acc 206.23
 Cash in Exchange Bank Savings acc 287.38

The above cash represents all int. on above bonds accrued thereon to Nov 1, 1931

It is further ordered adjudged and decreed that the above named heirs are bound insolido to pay the debts, cost and expense due by the succession as listed and described in the inventory amounting to the sum of \$9747.93 assumed to be paid by them.

Thus done read and signed at Chambers this November 21st, 1931

Jas. W. Jones Jr
 Judge 10th District court
 Parish Natchitoches, La.

190-64

I HEREBY CERTIFY that the annexed copy of Patent No. 6142 is a true and literal exemplification of the record on file in this office.

WITNESS my hand and official seal of office this 20th day of March, 1942.

Lucille May Grace
Register, State Land Office.

Endorsed:

Reg. No. 54290

State of Louisiana to W. H. Howcott

Land Patent

Filed for record at 11:40 a.m. o'clock June 12, 1942.

Willie Cummings, Dy Clerk and Ex-Officio Recorder.

Recorded in Book 66, Folio 335 of Conveyance Record Red River Parish, La., on this 12 day of June, 1942.

Willie Cummings, Dy Clerk and Ex-Officio Recorder.

STATE OF LOUISIANA

PARISH OF RED RIVER

I hereby certify the above and foregoing to be a true and correct copy of the original, as the same now appears on file and of record in my office, together with all endorsements thereon.

Given under my hand and seal officially on this the 8 day of July, A. D. 1942

Willie Cummings
Dy Clerk and Ex-Officio Recorder
Red River Parish, Louisiana.

No. 77381

S u c c e s s i o n
of

Emanuel Nelken

Judgment

Rec'd. July 10, 1942
At 2:42 o'clock P. M.

No. 4419 Probate Docket

Tenth Judicial District Court

Parish of Natchitoches

State of Louisiana

J U D G M E N T

On petition of the heirs to be recognized and sent into possession, to discharge the Administrator.

and to have his bond cancelled, the Court considering the law and evidence to be in favor of petitioners, entitling them to the decree prayed for;

IT IS ORDERED, ADJUDGED AND DECREED that petitioners:

- 1. Augusta Nelken
- 2. Abraham Nelken
- 3. Fannie B. Nelken
- 4. Jetty Nelken Pressburg
- 5. Lillian Nelken
- 6. Miriam Nelken
- 7. Irion D. Nelken
- 8. Bernard E. Nelken
- 9. Sylvan W. Nelken

be and they are hereby recognized as the sole heirs at law of the decedent, Emanuel Nelken, and, as such, that they be sent into possession, purely and simply and unconditionally, and in the following proportions, to-wit:

- 1. Augusta Nelken, an undivided one-ninth interest. ✓
- 2. Abraham Nelken, an undivided one-ninth interest. ✓
- 3. Fannie B. Nelken, an undivided one-ninth interest. ✓
- 4. Jetty Nelken Pressburg, an undivided one-ninth interest. ✓
- 5. Lillian Nelken, an undivided one-ninth interest. ✓
- 6. Miriam Nelken, an undivided one-ninth interest. ✓
- 7. Irion D. Nelken, an undivided one-ninth interest. ✓
- 8. Bernard E. Nelken, an undivided one-ninth interest. ✓
- 9. Sylvan W. Nelken, an undivided one-ninth interest. ✓

of all the property, both real and personal, left by the said decedent, and more particularly of the following described real estate, to-wit:

(3)

Natchitoches Parish, Louisiana

That certain tract of land situated in the Parish of Natchitoches, State of Louisiana, and being more particularly described as:

That certain tract of land situated in Sections Three and Four in Township Ten North Range Seven West, located on Bayou Bourbeaux about two miles east of the village of Campti, Parish of Natchitoches, bounded on the north by the public road, on the east by Mrs. Ella Perot, on the south by Bass and on the west by the heirs of Elsie Lestage, less and except such mineral rights or underlying minerals which have heretofore been sold, leased or reserved, if such be, and one-half of the mineral rights as may be legally vested in the vendor containing eighty two acres, more or less. Being the same tract of land acquired by Emanuel Nelken of William M. Payne as per deed dated December 19, 1939 and recorded in conveyance book 184 page 181 of the conveyance records of Natchitoches Parish, La.

2.

That certain tract of land situated in the Parish of Natchitoches, State of Louisiana, and being more particularly described as:

Lot Four of the Octavie Perot Partition as shown on a plat of survey made by J. C. Henry, surveyor of date, September 10, 1904, recorded in book 130 at page 423 of the conveyance records of the Parish of Natchitoches, Louisiana, said Lot Four therein described as containing 98.71 acres and bounded north by Red River, and Russell Heirs on the south by Lot Three east by Lot Three and west by L & N W Railway, lying in Section Fifty five Township Ten North Range Seven West, acquired by C. M. Perot in the partition and donation made between Mrs. Marie Perot and her heirs less twenty two acres sold off of said Lot Four to Phillip Morse, Jr., as per records in book 140 folio 473 to Alphonse Roquier as per sale in Book 140 folio 374, to Frank Pollard as per deed recorded in book 141 folio 122; to Adeline Harris, as per deed recorded in book 130 folio 234 being the same property acquired of C. M. Perot by act of sale to Gus Jones as per act of sale passed November 15, 1928, before H. L. Hughes, Notary Public and by your vendors herein from Gus Jones as per act of sale recorded in conveyance records 167 at folio 343. Being the same property acquired by Emanuel Nelken of Thomas J. Jones as per deed dated March 7, 1935 and recorded in book 171 page 539 of the records of Natchitoches Parish, Louisiana.

3.

A certain tract of land situated in the Parish of Natchitoches, State of Louisiana, and being more particularly described as:

Lot Three containing 23 1/3 acres of that certain partition between the heirs of T. L. Robbins and Azalie Robbins, as recorded in conveyance record 171 folio 613 being situated in section 32 township 9 range 8 west, being the same property acquired by Emanuel Nelken from Mrs. H. N. Burr, as per act of sale recorded in conveyance record 175 folio 232 records of Natchitoches Parish, Louisiana, and being the same property acquired by the vendor herein from the vendee herein as per deed passed before A. H. O'Quinn on January 14th, 1937. Being the same tract of land acquired by Emanuel Nelken of D. B. Crain as per deed dated October 19th, 1937, and recorded in conveyance book 179 page 203 of the records of Natchitoches Parish, Louisiana.

4.

A certain tract of land situated in the Parish of Natchitoches, State of Louisiana, and being more particularly described as:

That certain tract of land with buildings and improvements thereon situated on Bayou Bourbeau and being the south half of the Trezini Plantation and bounded north by the property of vendor hereinafter described, on the east by lands of Sompayrac, on the south by lands now or formerly belonging to Tucker and being the south half of the southwest quarter of Section twenty Nine Township Ten North Range Six West acquired by vendor from Andrew Desidere shown by deed recorded in book 127 folio 311. And acquired by Desidere from Miss Lizzie Walmsley as per deed of book 128 folio 564 containing eighty acres, more or less.

Also another tract of land with all buildings and improvements therein adjoining the above described tract and being all of that portion of the north half of the southwest quarter of Section twenty nine in township ten north range six west lying east of Bayou Bourbeau and being the north part of the Trezini place east of said Bayou bounded north by lands now or formerly of M. Fisher, east by the estate of Sompayrac, south by the tract of land above described and west by Bayou Bourbeau containing sixty two acres, more or less, being the same land acquired by vendor and C. K. Payne from Miss Lizzie Walmsley as recorded in book 140 page 202 and the undivided interest of C. K. Payne therein acquired by vendor as per deed recorded in book 140 folio 353.

Being the same tracts of land acquired by Emanuel Nelken of J. D. Harper as per deed dated October 25, 1920 and recorded in book 147 page 527 of the conveyance records of Natchitoches Parish, Louisiana.

5.

A certain tract of land in Natchitoches Parish, Louisiana, being located on both banks of Old River about two miles south of the City of Natchitoches, and being more specifically described as follows:

For a place of beginning start at the southwest corner of Section Eighty one township nine north range seven west, run east 40 chains thence south 15.1 chains to "A" the place of beginning, which is the corner common to this tract of land and the property of Alma Carr et als. From "A" run south 15.1 chains to the northwest corner of Section 86 township 9 north range 7 west thence south along the western boundary of Section 86 a distance of 101.90 chains to the township line between Township 9 N. and Township 8 N., which is also the southwest corner of Section 86; thence south 17.25 chains to the northern boundary of another tract of land belonging to Alma Carr, et al. thence east along this boundary 58.50 chains to an old iron pipe on the west bank of Old River, thence in a southeast direction across Old River 3.41 chains to wood stake, at the corner common to the tract herein described and the property of the estate of John Jones, which state is on the east bank of Old River, thence north $72^{\circ} 05'$ east a distance of 29.09 chains to the west bank of Bayou Boulet de Cannons; thence in a general northerly direction along the center thread of said Bayou to a point where the line dividing Sections 74 and 87 intersects the Bayou, thence north 64° west along the section line between Sections 74 and 87, 11.60 chains to the northwest corner of Section 74 (southeast corner Section 75); thence north 29° west 5.80 chains along the line between Sections 75 and 87 to an old iron grate the corner common to Sections 75 and 76; thence north $20^{\circ} 39'$ west 16.38 chains to the top bank on the east side of Bayou Boulet de Cannons; thence up the said Bayou to the point where it is intersected by the line between Sections 84 and 114; thence along said section line S. 89° W. 17.60 chains to Old River; thence south along the center of Old River to the point where the property line of Mrs. Alma Carr et als crosses Old River, thence west 53.55 chains along the south boundary of the Carr property to point "A" the place of beginning. All of which is located in Sections 84, 86 and in portions of Sections 76, 83 and 87 of Township 9 North Range 7 West, and in Section 72 and a portion of Section 73 Township 8 North Range 7 West. Also the Ash Bayou Tract described as NE $\frac{1}{4}$ of Section 31 Township 9 North Range 7 West.

Less and except a certain tract containing 50 acres, more or less owned by R. T. Jones in the southwest portion of Section 86 Township 9 North Range 7 West. All of which is more fully shown on map made by Gaennie Hyams, Surveyor, October 13th, 1938, also less tracts sold the City of Natchitoches, Louisiana.

Being the same tract of land acquired by Emanuel Nelken of heirs of J. H. Williams, as per deed dated October 19th, 1928, recorded in conveyance book 161 page 429 of the records of Natchitoches Parish, Louisiana.

An undivided one-tenth interest of Emanuel Nelken, deceased, in and to the following described lands inherited by him from the Estate of Samuel and Sarah Abrams Nelken more particularly described as follows:

a.

A certain tract of land with all buildings and improvements thereon situated in Parish of Natchitoches, Louisiana, on the east bank of Red River bounded north by property of Brown, south by property of J. D. DeBlieux, east by property of heirs of Henry and west by Red River. Containing 500 acres, more or less.

b.

A certain tract of Hill land situated in the parish of Natchitoches, Louisiana, being the northeast quarter of the southwest quarter Section 89 Township 9 North Range 8 West, containing 40 acres, east by Jefferson Street and west by Nelken Street.

d.

A certain lot of ground with buildings thereon situated in the City of Natchitoches, Louisiana, on west side of Nelken Street bounded north by property of Dr. J. S. Stephens south by property of Mrs. Sarah Nelken, east by Nelken Street and west by property of A. & H. Winbarg.

c.

A lot of ground with the store building thereon situated in the City of Natchitoches, Louisiana, on the corner of Jefferson and Demeziere Streets bounded north by property of Mrs. Eva White, south by Demeziere Street, east by Jefferson Street and west by Nelken Street.

e.

A certain lot on the east side of First Street in the City of Natchitoches being Lot 5 on a plat of survey duly recorded in recorder's office bounded north by Lot Four south by Lot Six or property of Polite Edwards, east by property of Hamilton and west by First Street. Acquired at Sheriff's sale as per deed recorded in Book 128 folio 552 clerk's office.

f.

A certain lot of ground with all buildings and improvements thereon situated and located in the city of Natchitoches, Parish of Natchitoches, State of Louisiana, on west side of Nelken Street bounded north by property of Nelken; south by property now or formerly of E. A. Carnahan and extending through from Nelken Street to Percy Street.

g.

A certain lot of ground with all buildings and improvements thereon situated and located in the City and Parish of Natchitoches, State of Louisiana, and being situated on the east side of Nelken Street, bounded north by property

Street, bounded on the east by property now owned by the City of Natchitoches

h.

That certain lot of ground situated and located in the City of Natchitoches, Parish of Natchitoches, State of Louisiana, and being more particularly described as follows:

Lot Five (5) of the David Pierson Lots more particularly shown on a plat of said Lots recorded in conveyance book 116 page 172 of the Conveyance Records of Natchitoches Parish, Louisiana and being bounded as follows: north by Sidney Street, west by Lot Six owned by L. H. Johnson; south by property of E. H. Haynes; east by Lot Four (4) now property of L. H. Johnson.

Mineral Rights

An undivided one-half interest in and to the oil, gas and other minerals purchased October 17th, 1934 of Hamp Middleton under the following described lands.

A certain tract of land about five miles from the City of Natchitoches, near the Old Lime Kiln Road. Containing 38 acres bounded north and east by lands now or formerly of Samuel Ficklin, west by property of McCook, south by property of Tilman Watkins. Being the same land purchased by me from Henry Thompson.

Also the following described bonds, stocks, rights and credits and movables, more particularly described as follows:

Bonds

U. S. Defense Bond, Series E, dated Jan., 1942, No. D1439091E for \$500.00.
U. S. Defense Bond, Series E, dated Jan., 1942, No. D1439092E for \$500.00.

Stock

General Public Utilities, Inc. Dert. #C5143, 1 share Exchange Bank of Natchitoches, Certificate #328 for 5 shares.
Natchitoches Brick Company, Inc., Certificate #3 for 10 shares.
The Peoples Bank, Natchitoches, La., for 1 share, Certificate #263.
First Federal Savings & Loan Assn. installment share I 13.
Cities Service Company, Cert. #HL31366, 1 share

Notes

All notes owned by the decedent, and particularly those described in the inventory and appraisal filed in this Succession on June 1st, 1942.

Cash

All funds deposited in the Peoples Bank of Natchitoches, Natchitoches, Louisiana, to the account of the decedent, and/or Sylvan W. Nelken, Administrator, of the Succession of Emanuel Nelken, and any and all funds or cash owned by the decedent, Emanuel Nelken.

An undivided one-tenth interest of decedent in and to Stocks and Bonds owned by the Estate of S. Nelken.

City of Baton Rouge, Sewer District #1, Cert. #35, 5%, Maturity 1953, par \$1000.00.
Town of Independence, La., Sewer District #1, Cert. #48, 5%, maturity 1948, par \$500.00.
Sub. Road District #3 Red River Parish, Cert. #38, 6%, maturity 1950, par \$500.00.
Sub. Road District #3 Red River Parish, Cert. #37, 6%, maturity 1950, par \$500.00.
School District, St. Charles Parish, Cert. #216, 5%, maturity 1946, par \$1000.00.
Tangipahoa Drain District #2, Cert. #135, 5 $\frac{1}{2}$ %, maturity 1965, par \$1000.00.
Tangipahoa Drain District #2, Cert. #187, 5 $\frac{1}{2}$ %, maturity 1965, par \$1000.00.
Town of Independence, Sewer District #1, Cert. #28, 5%, maturity 1946, par \$500.00.
Home Owners Loan Corp. Series A, #AX174546F, 3%, maturity 1952, par \$500.00.
Home Owners Loan Corp. Series A, #AT649393C, 3%, maturity 1952, par \$100.00.
Home Owners Loan Corp. Series A, #AT6479392B, 3%, maturity, 1952, par \$100.00.
Home Owners Loan Corp. Series A, #AT649391A, 3%, maturity 1952, par \$100.00.
Home Owners Loan Corp. Series A, #AR185407H, 3%, maturity 1952, par \$50.00.
Home Owners Loan Corp. Series A, #AP181771A, 3%, maturity 1952, par \$25.00.
U. S. Liberty Loan, Cert. #13596, maturity 1947, par \$100.00.
Grand Truck Warehouse & Co. storage, Cert. #713, maturity 1952, par \$2000.00.
Grand Truck Warehouse & Co. storage, Cert. D 178, maturity 1952, par \$500.00.
Methodist Hospital, 1st Mortgage Bonds, Ft. Worth, Cert. #11131, 4%, maturity 1950, par \$1000.00.
Edgewater Beach Apt. Liq. Trust, Cert. #M555, par \$1000.00.
Edgewater Beach Apt. Liq. Trust, Cert. #P2317, par \$10.00.
Met. Playhouse Dev., Cert. #R2650, maturity 1945, par \$55.00.
Master Printers Bldg. Corp. Cert. #D813, 6%, par \$500.00.
Masters Printers Bldg. Corp. Cert. #C3626, 6%, par \$100.00.
Masters Printers Bldg. Corp. Cert. #C3627, 6%, par \$100.00.
Masters Printers Bldg. Corp. Cert. #C3628, 6%, par \$100.00.
Master Printers Bldg. Corp. Script, Cert. #S1299, par \$25.00.
Master Printers Bldg. Corp. Stock, Certificate #V1367, 8 shares.
Steuben Building, Cert. of Deposit Bond, Cert. #C1204, par \$1000.00.
Pan Handle Hotel Co., Lubbock, Texas, Cert. #29, 10 shares.
General Public Utilities, Dela., Cert. #C1021, 5 shares.
General Motors, Cert. #C403575, 2 shares.

Amicable Life Insurance Co., Cert. #6161, 8 shares.
 Aetna Homestead, New Orleans, Cert. #363, par \$100.00.
 Central Homestead, New Orleans, Cert. #1159, par \$100.00.
 Conservation Homestead, New Orleans, Cert. #8087, par \$200.00.
 Eureka Homestead, New Orleans, Cert. #B4392, par \$200.00.
 Equitable Homestead, New Orleans, Cert. #2847, par \$100.00.
 Greater New Orleans Homestead, New Orleans, Cert. #8326, par \$100.00.
 Progressive Mutual, Natchitoches, par \$1400.00.
 Masonic Temple stock, par \$3000.00.
 The Peoples Bank, Natchitoches, 2 shares.
 Chaplin Lake, (fishing) 1 share.

and any and all property left by the decedent, Emanuel Nelken, whether listed in this judgment or not.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Sylvan W. Nelken, Administrator of this Succession be and he is hereby fully and finally discharged from his trust and released from all further liability as Administrator of this Estate, and that his bond as such, be cancelled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Inheritance Tax due the State of Louisiana by the said Estate be decreed to be the sum of One Thousand Nine Hundred Twenty Seven and 21/100 Dollars (\$1,927.21).

JUDGMENT READ, RENDERED AND SIGNED in Chambers at Natchitoches, Louisiana, on this the 9th day of July, 1942.

Robt. J. O'Neal
 J U D G E.

No. 77382 STATE OF LOUISIANA
 G. J. Winn PARISH OF NATCHITOCHEs

To BE IT KNOWN, That this day before me Russell E. Gahagan Notary Public in and for the said Parish, duly commissioned and sworn, came and appeared G. J. Winn, husband of Anna D. Winn a resident of the above named parish and state who declared that he does by these

presents GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto O. C. Cook, husband of Bertha Cook the following described property, to-wit:

That certain lot of ground in the City and Parish of Natchitoches, Louisiana, with all buildings and improvements thereon located, known as "Winn's Cafe" and described as having a front of 8 feet and 7 inches on the North side of Church Street, and bounded on the south by Church Street, on the north and west by C. R. Reed and on the east by Arkansas Fuel Oil Company and being the said property acquired by the vendor of C. R. Reed.

Also all furniture and fixtures in the place of business known as "Winn's Cafe", being the above described property.

It is understood that this sale includes everything except the stock of goods which is to be inventoried and sold in a separate transaction.

TO HAVE AND TO HOLD said described property unto said purchaser, his heirs and assigns forever.

This sale is made for the consideration of the sum of Twenty Five Hundred and No/100 - - - Dollars, payable as follows: Sixteen Hundred and No/100 - - - - Dollars cash in hand paid, the receipt of which is hereby acknowledged. and the balance by assuming the payment of the balance of Nine Hundred and No/100 (\$900.00) Dollars held by the Peoples Bank of Natchitoches against the property herein sold.

In the event of suit for collection of said note said purchaser shall pay all costs of same, including ten per cent. attorney's fees on amount sued for. And in order to secure the payment of said note, interest and costs, including attorney's fees, a special mortgage and vendor's privilege is hereby stipulated on said property in favor of said vendor, or any future holder of said note, said purchaser agreeing not to alienate, deteriorate or

of the property herein conveyed unto Jack Bryan Murphy, a single man, a resident of Natchitoches Parish, Louisiana, the following described property, to-wit:

All of his undivided one eighth interest in and to the following described land, to-wit:

That certain tract of land, with all buildings and improvements thereon, being situated and located in the Parish of Natchitoches, and being described as 50 acres of land, more or less, situated and located on the right descending bank of Cane River Lake, about three miles south of the City of Natchitoches, Louisiana, and being located in Sections 65 and 105, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana; being the same property acquired by Dan Trotter of Samuel Nelken as per deed dated December 31, 1907, and recorded in Conveyance Book 122 at Page 249 of the Conveyance Records of Natchitoches Parish, Louisiana, and being property acquired by Vendor by purchase from Dan Trotter and being bounded north by property of R. S. Roy, west by property of Jackson and Levy; south by property of Murphy and Kaffie; and east by Cane River Lake.

TO HAVE AND TO HOLD said described property unto said purchaser, his heirs and assigns forever.

This sale is made for the consideration of the sum of One Thousand Sixty Two and 50/100 (\$1,062.50) - - - Dollars cash in hand paid, the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties, and evidence of the payment of taxes produced.

DONE AND PASSED at my office, in said Parish of Natchitoches in presence of Beth Anderson Rachal and Billie Wilson - - competent witnesses, on this the 27th day of February A. D. Nineteen Hundred and Fifty One.

Attest:
Beth Anderson Rachal
Beth Anderson Rachal
Billie Wilson
Billie Wilson

Dan S. Henry
Dan S. Henry
Jack Bryan Murphy
Jack Bryan Murphy

Richard B. Williams
Richard B. Williams, Notary Public

No. 95043

STATE OF LOUISIANA

Mrs. Mary Oden Nelken

PARISH OF NATCHITOCHEs

To

Augusta Nelken,
Fannie B. Nelken
Lillian Nelken
Miriam Nelken
Iron D. Nelken
Sylvan W. Nelken &
Jetty Nelken Pressburg

Cash Sale

Rec'd. February 27, 1951
at 11:33 O'clock AM

BE IT KNOWN AND REMEMBERED that this day before me, Richard B. Williams, Notary Public in and for the Parish and State aforesaid, duly commissioned and sworn came and appeared Mrs. Mary Oden Nelken, widow of Bernard E. Nelken, a resident of the City of Baton Rouge, East Baton Rouge, Louisiana, who declared that she does by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER WITH full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto Augusta Nelken, a femme sole; Fannie B. Nelken, a femme sole; Lillian Nelken, a femme sole; Miriam Nelken, a femme sole; Iron D. Nelken, a single man; and Sylvan W. Nelken, a married man whose wife is Lennie Nelken, nee Dixon, purchasing the undivided interest herein with his separate and paraphernal funds under his separate control and administration and for the benefit of his separate estate; all residents of the City and Parish of Natchitoches, Louisiana; Jetty Nelken Pressburg, wife of Henry Pressburg, a resident of Alexandria Rapides Parish, Louisiana, purchasing the undivided interest herein with her separate and paraphernal funds under her separate control and administration and for the benefit of her separate estate; all of the full age of majority, the following described property, to-wit:

All of the undivided right, title and interest that vendor acquired through inheritance from her late husband, Bernard E. Nelken, by reason of the last will and testament made by him in which she was the

universal legatee, which properties are more particularly described as follows:

All of her undivided interest in and to the Succession and Assets in the Estate of the late Abraham Nelken and in and to the properties, rights and credits inherited in the Estates of the late Emanuel Nelken, Samuel Nelken and Sarah Nelken, being more particularly described as follows:

Cash on Deposit in the Exchange Bank of Natchitoches - - - -\$495.24
Cash on Deposit in the Peoples Bank of Natchitoches - - - - \$943.50
Certificate of Deposit in Exchange Bank - - - - - 512.00

U. S. Treasury Coupon Bonds:

Number 186856F - - - - - 1,000.00
Number 186860L - - - - - 1,000.00
Number 186861A - - - - - 1,000.00
Number 186858J - - - - - 1,000.00
Number 186857H - - - - - 1,000.00
Number 186859K - - - - - 1,000.00
Number 1801A - - - - - 500.00

Great Southern Life Insurance Policy No. 280120
Payable to the Estate of Abey Nelken - - - - - 2,000.00

Tract 1.

A certain tract of land in Natchitoches Parish, Louisiana, being located on both banks of Old River about two miles South of the City of Natchitoches, Louisiana, and being more particularly described as follows:

For a place of beginning start at the southwest corner of Section Eighty one township nine north range seven west, run east 40 chains thence south 15.1 chains to "A" the place of beginning, which is the corner common to this tract of land and the property of Alma Carr, et als. From "A" run south 15.1 chains to the northwest corner of Section 86 township 9 north range 7 west thence south along the western boundary of Section 86 a distance of 101.90 chains to the township line between Township 9 north and Township 8 north, which is also the southwest corner of Section 86; thence south 17.25 chains to the northern boundary of another tract of land belonging to Alma Carr, et al; thence east along this boundary 58.50 chains to an old iron pipe on the west bank of Old River, thence in a southeast direction across Old River 3.41 chains to wood stake, at the corner common to the tract herein described and the property of the estate of John Jones, which state is on the east bank of Old River, thence north 72 degrees 05 minutes east a distance of 29.09 chains to the west bank of Bayou Boulet de Cannons; thence in a general northerly direction along the center thread of said Bayou to a point where the line dividing Sections 74 and 87 intersects the Bayou, thence north 64 degrees west along the section line between Sections 74 and 87, 11.60 chains to the northwest corner of Section 74 (southeast corner Section 75) thence north 29 degrees west 5.80 chains along the line between Sections 75 and 87 to an old iron grate the corner common to Sections 75 and 76; thence north 20 degrees 39 minutes west 16.38 chains to the top bank on the east side of Bayou Boulet de Cannons; thence up the said Bayou to the point where it is intersected by the line between Sections 84 and 114; thence along said section line south 89 degrees West 17.60 chains to Old River; thence South along the center of Old River to the point where the property line of Mrs. Alma Carr et als crosses Old River, thence west 53.55 chains along the south boundary of the Carr property to point "A" the place of beginning. All of which is located in Sections 84, 86 and in portions of Sections 76, 83 and 87 of Township 9 North, Range 7 West, and in Section 72 and a portion of Section 73, Township 8 North, Range 7 West, Also the Ash Bayou Tract described as the Northeast Quarter of Section 31, Township 9 North, Range 7 West.

Less and except a certain tract containing 50 acres, more or less, owned by R. T. Jones in the southwest portion of Section 86 Township 9 North, Range 7 West. All of which is more fully shown on a map made by Galienne Hyams, Surveyor, October 13th, 1938, also less tracts sold to the City of Natchitoches, Louisiana.

Being same tract of land acquired by Emanuel Nelken of the heirs of J. H. Williams, as per deed dated October 19th, 1928, recorded in Conveyance Book 161 page 429 of the records of Natchitoches Parish, Louisiana.

Tract 2.

A certain tract of land with all buildings and improvements thereon situated in the Parish of Natchitoches, Louisiana, on the east bank of Red River bounded north by property of Brown, south by property of J. D. DeBlieux, east by property of heirs, of Henry and West by Red River. Containing 500 acres, more or less.

Tract 3.

A certain lot of the east side of First Street in the City of Natchitoches being lot 5 of a plat of survey duly recorded in recorders office bounded north by lot 4 south by lot 6 or property of Polite Edwards,

east by property of Hamilton and West by First Street. Acquired at Sheriff's sale as per deed recorded in Book 128 folio 552 of the records of Natchitoches Parish, Louisiana.

TRACT 4.

That certain lot of ground situated and located in the City of Natchitoches Parish of Natchitoches, State of Louisiana, and being more particularly described as follows:

Lot Five of the Davied Pierson Lots more particularly shown on a plat of said lots recorded in Conveyance Book 116 page 172 of the Conveyance Records of Natchitoches Parish, Louisiana, and being bounded as follows: north by Sidney Street, West by Lot Six owned by L. H. Johnson; south by property of E. H. Hyanes East by lot four now property of L. H. Johnson.

Tract 5.

That certain lot of ground situated on the west side of Jefferson street in the City of Natchitoches and being bounded north by Sidney Street; south by property of E. H. Hyanes; East by Jefferson Street and West by property of L. H. Johnson.

Also that certain lot on the East side of Jefferson Street, bounded North by property of Miriam Carver; West by Jefferson Street; South by L. H. Johnson and East by Cane River Lake.

ALL OF THE OIL, GAS AND MINERAL RIGHTS in and under the following described properties, to-wit:

Tract 1.

That certain tract of land situated in Sections Three and Four in Township 10 North, Range 7 West, located on Bayou Bourbeaux about two miles East of the Village of Campti, Louisiana, and being property sold to R. B. Bice as per deed recorded in the Conveyance Records of Natchitoches Parish, Louisiana, in Book 192 at page 385 of the date November 18, 1943.

Tract 2.

Lot Four of the Octavie Perot Partition in Natchitoches Parish, Louisiana, as shown on a plat of survey made by J. E. Henry, Surveyor of date, September 10, 1904, recorded in Book 130 page 423 of the Conveyance Records of the Parish of Natchitoches, Louisiana, being situated and located in Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and in Section 55; Being property sold to J. C. Perot as per deed dated September 20, 1943 and recorded in Book 192 at page 167 of the Records of Natchitoches Parish, Louisiana.

Tract 3.

That certain tract of land situated in the Parish of Natchitoches Louisiana and being more particularly described as lot 3 containing 23 1/3 acres of the partition between the heirs of T. L. Robbins and Asalie Robbins, as recorded in Conveyance Book 171 page 613 and being situated in Section 32, Township 9 North, Range 8 West; being property sold to Sam Robbins as per deed dated August 27, 1943 and recorded in Conveyance Book 192 page 75 of the Conveyance Records of Natchitoches Parish, Louisiana.

Tract 4.

That certain tract of land in the Parish of Natchitoches, Louisiana being situated on Bayou Bourbeaux and being the Tr zini Plantation situated and located in Section 29, Township 10 North, Range 6 West, and being property sold to E. O. Fixery as per deed dated November 1, 1943 and being recorded in Book 192 at page 317 of the Conveyance Records of Natchitoches Parish, Louisiana.

Tract 5.

A certain tract of Hill land situated in the Parish of Natchitoches, Louisiana, being the Northeast Quarter of the Southwest Quarter Section 9, Township 9 North, Range 8 West. Containing 40 acres and being the property sold to Sam Payton as per deed dated May 4, 1943 and recorded in Book 191 at page 333 of the Records of Natchitoches Parish, Louisiana.

STOCKS AND BONDS

| | |
|---|-----------|
| One (1) Share Progressive Mutual Building and Loan No. 96 -- | \$ 100.00 |
| Nine (9) shares Progressive Mutual Building and Loan No. 92 -- | 900.00 |
| Three (3) shares Progressive Mutual Building & Loan No. 61 -- | 300.00 |
| One (1) share Progressive Mutual Building and Loan No. 63 -- | 100.00 |
| Eight (8) shares Amicable Insurance Company, Waco Texas No. 6161 | 80.00 |
| One (1) Bond, Sewerage District No. 1, City of Baton Rouge Certificate No. 35, maturity 1953 | 1,000.00 |
| 40/100 one share Metropolitan Playhouse No. SB350 | 1.00 |
| Four (4) shares Metropolitan Playhouse No. B02231 | 10.00 |
| One (1) Bond - Gravity Drainage District No. 2, No. 135 Parish of Tangipahoa | 1,000.00 |
| Ten (10) Units 158 Randolph Building (Formerly Stubaen Bldg) Certificate of Deposit No. C1204 | 400.00 |
| Ten (10) Units Panhandle Hotel Co., No. 27, Lubbock, Texas. | 500.00 |

Two(2) shares General Motors Corp. No. G 40 35 75 - - - - - 200.00
 One (1) Bond --Gravity Drainage District No. 2, Parish of Tangi-
 paha No. 187 - - - - - 1,000.00
 One (1) Bond, U. S. Treasury, No. 26033C - - - - - 500.00
 Eight (8) Shares Stock, Master Printers, Listed at \$800.00. - - 800.00
 U. S. Treasury Bonds (Coupon) as follows:

| | | |
|----------------|-----------|----------|
| Number 10056F | - - - - - | 1,000.00 |
| Number 10050L | - - - - - | 1,000.00 |
| Number 392338J | - - - - - | 1,000.00 |
| Number 392339K | - - - - - | 1,000.00 |
| Number 392340L | - - - - - | 1,000.00 |
| Number 392341A | - - - - - | 1,000.00 |
| Number 392342B | - - - - - | 1,000.00 |
| Number 392343C | - - - - - | 1,000.00 |
| Number 392344D | - - - - - | 1,000.00 |
| Number 120160L | - - - - - | 1,000.00 |
| Number 120161A | - - - - - | 1,000.00 |
| Number 388651A | - - - - - | 1,000.00 |
| Number 388652B | - - - - - | 1,000.00 |
| Number 563C | - - - - - | 1,000.00 |

All Cash - - - - - 5,000.00

All of the undivided interest of the deceased, Bernard E. Nelken, in and to the following described movables:

All Cattle; All furniture; one (1) Ford Pickup Model 1951; Motor No. FIRM 10169; Serial No. FIRM P10169; One Promissory note of Mrs. Jessie Prothro on which there is a balance due of \$1151.00.

It being the intention of Vendor to sell to the Vendees all of the undivided interest that she may have acquired by inheritance from her late husband, Bernard E. Nelken and inherited by him from his father and mother, the late Samuel and Sarah Nelken and from his late brothers, Emanuel and Abraham Nelken, whether said properties are listed herein or not.

TO HAVE AND TO HOLD that said described property unto said purchasers, their heirs and assigns forever.

This sale is made for the consideration of the sum of Nine Thousand Seven Hundred Eighty-Seven and no/100ths (\$9,787.00) Dollars, cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties, and the evidence of the payment of taxes produced.

DONE AND PASSED AT my office, in the Parish of Natchitoches, Louisiana, in the presence of Barbara Buckley and Billie Wilson, competent witnesses; on this the 21st day of February, 1951.

Attest:
 Barbara Buckley
 Billie Baten Wilson

Mrs. Mary Oden Nelken
 Mrs. Mary Oden Nelken
 Augusta Nelken
 Fannie B. Nelken
 Fannie B. Nelken
 Lillian Nelken
 Lillian Nelken
 Miriam Nelken
 Miriam Nelken
 IrionD. Nelken
 IrionD. Nelken
 Sylvan W. Nelken
 Sylvan W. Nelken
 Jetty Nelken Pressburg
 Jetty Nelken Pressburg

Richard B. Williams
 Notary Public

 No. 95044 STATE OF LOUISIANA
 Joseph N. Vercher PARISH OF NATCHITOCHEs
 To Before me, Leo C. Basoc, a Notary Public, duly commissioned
 Isabell Kerry and sworn within and for the Parish of Natchitoches, State
 Cash Sale of Louisiana, in presence of the witnesses hereinafter
 Rec'd February 27, 1951 named and undersigned, personally came and appeared Joseph
 at 10:34 'O'clock AM N. Vercher (whose wife is Gracie Vercher, nee Schmidt
 resident of Gorum, State of La. who declares that for and in consideration of the
 price and sum of Ten - - and --00/100 --Dollars, cash in hand paid, receipt whereof

No. 95096
L. B. Donaho

STATE OF LOUISIANA
PARISH OF NATCHITOCHEs

To.
Jack Cosby
Power of Attorney

BE IT KNOWN AND REMEMBERED that before me, the under-
signed authority, and in the presence of the hereinafter
named witnesses, came and appeared Miss L. B. Donaho, a
single woman, who declared unto me, said authority, that
she does by these presents appoint, constitute and make

Rec'd March 13, 1951
at 9:56 O'clock AM

Jack Cosby, a resident of the Parish of Natchitoches, Louisiana, her duly authorized
agent and attorney in fact in her name, place and stead to conduct, manage and trans-
act all and singular her affairs, business and concerns in the State of Louisiana,
and to represent her in all matters connected with, pertaining to or concerning the
Succession of I. L. Donaho, deceased, and in whose estate she is now the sole owner.
That she does by these presents grant unto her said agent, and attorney in face
full power in her name and on her behalf to sign all necessary bonds and negotiate
all bills, checks and notes by endorsement or otherwise, that may become necessary;
to take all steps and measures required to act for her and represent her in all mat-
ters connected with the said estate, to accept the said Succession, should the said
agent see fit; to ask, demand, sue for and in all lawful ways and means to recover
receipts of sums of every person and/or persons whomsoever, all and every such sum
or sums of money, goods and debts, property (real, personal or mixed) and effects
whatsoever, that are or may hereafter be due, owing or belonging to her as heir of
the late I. L. Donaho, and to that end, with whom it may concern, to adjust and
settle all accounts, and upon recovering receipt, make and give good and sufficient
discharge and acquittance.

The said agent and attorney in fact to have full authority to execute any oil,
gas or mineral lease on any of the properties inherited by the said Miss L. B. Donaho,
from her late brother I. L. Donaho; but under no condition shall the said agent and
attorney in fact have any authority to sell, mortgage or exchange any of the real
estate or oil, gas or mineral rights that may be owned by the said Miss L. B. Donaho.

The said Miss L. B. Donaho declared unto me, said authority, that she does by
these presents grant unto her said agent and attorney in fact full power and au-
thority to do and perform all and every and thing whatsoever requisite and necessary
to be done in and about the premises, as fully to all intents and purposes as she
might and/or would do if personally present, with full power of substitution and
revocation, hereby ratifying and confirming all that the said agent and attorney
in fact shall lawfully do or cause to be done by virtue hereof.

Done and signed in the presence of the undersigned competent witnesses and me
said authority, on this the 7th day of March, 1951.

Witnesses:
R. C. Williams
Joe Brazzel

her
Miss L. B. (X) Donaho
Miss L. B. Donaho
mark

No. 95097

NUMBER 6004
TENTH JUDICIAL DISTRICT COURT
PARISH OF NATCHITOCHEs, LOUISIANA

Abraham Nelken
To
His Heirs
Judgment

Rec'd March 13, 1951
at 9:42 O'clock AM

On the petition of the sole heirs to be recognized
and to be put in possession of the decedent's estate,
the Court considering the petition, the affidavit of death,
and depositions herein file, along with a certified copy
of the act of sale by Mrs. Mary Oden Nelken, universal legatee of the late Bernard
Earl Nelken, the law applicable to the case, and being of the opinion that the --

petitioners are entitled to the decree prayed for:

IT IS ORDERED, ADJUDGED AND DECREED that the petitioners herein named be and they are hereby recognized as the sole heirs at law of the decedent, Abraham Nelken, in the following proportions, to-wit:

Augusta Nelken - one-seventh interest,
 Fannie B. Nelken - one-seventh interest,
 Lillian Nelken - one-seventh interest,
 Miriam Nelken - one-seventh,
 Jetty Nelken Pressburg - one-seventh interest,
 Iron D. Nelken - one-seventh interest,
 Sylvan Nelken - one-seventh interest,

and that, as such heirs, and, in the proportions herein set forth, they be sent and put in possession of all of the property of every kind, whatsoever, left by the said decedent, and particularly of the following described immovable property, to -wit:

The undivided right, title and interest that the late Abraham Nelken acquired through inheritance in the Estate of the late Emanuel Nelken, Samuel Nelken and Sarah Nelken, being more particularly described as follows:

1.

A certain tract of land in Natchitoches Parish, Louisiana, being located on both banks of Old River about two miles South of the City of Natchitoches, and being more specifically described as follows:

For a place of beginning start at the southwest corner of Section Eighty-one, Township 9 North, Range 7 West, run east 40 chains, thence South 15.1 chains to "A" the place of beginning, which is the corner common to this tract of land and the property of Alma Carr, et als. From "A" run south 15.1 chains to the northwest corner of Section 86, Township 9 North, Range 7 West, thence south along the western boundary of Section 86, a distance of 101.90 chains to the township line between Township 9 North and Township 8 North, which is also the southwest corner of Section 86; thence south 17.25 chains to the northern boundary of another tract of land belonging to Alma Carr, et al; thence east along this boundary 58.50 chains to an old iron pipe on the west bank of Old River, thence in a southeast direction across Old River 3.41 chains to wood stake, at the corner common to the tract herein described and the property of the estate of John Jones, which stake is on the east bank of Old River, thence north 72 degrees 05 minutes east a distance of 29.09 chains to the west bank of Bayou Boulet de Cannons; thence in a general northerly direction along the center thread of said Bayou to a point where the line dividing Sections 74 and 87 intersects the Bayou, thence north 64 degrees west along the section line between Sections 74 and 87, 11.60 chains to the northwest corner of Section 74 (southeast corner Section 75); thence north 29 degrees west 5.80 chains along the line between Sections 75 and 87 to an old iron grate the corner common to Sections 75 and 76; thence north 20 degrees 39 minutes west 16.38 chains to the top bank on the east side of Bayou Boulet de Cannons; thence up the said Bayou to the point where it is intersected by the line between Sections 84 and 114; thence along said section line South 89 degrees West 17.60 chains to Old River; thence south along the center of Old River to the point where the property line of Mrs. Alma Carr et als crosses Old River, thence West 53.55 chains along the south boundary of the Carr Property to point "A" the place of beginning. All of which is located in Sections 84, 86 and in portions of Sections 76, 83 and 87 of Township 9 North, Range 7 West, and in Section 72 and a portion of Section 73, Township 8 North, Range 7 West. Also the Ash Bayou Tract described as the Northeast Quarter of Section 31, Township 9 North, Range 7 West.

Less and except a certain tract containing 50 acres, more or less, owned by R. T. Jones in the southwest portion of Section 86 Township 9 North, Range 7 West. All of which is more fully shown on a map made by Galennie Hyams, Surveyor, October 13th, 1938, also less tracts sold to the City of Natchitoches, Louisiana.

Being the same tract of land acquired by Emanuel Nelken of the heirs of J. H. Williams, as per deed dated October 19th, 1928, recorded in Conveyance Book 161 page 429 of the records of Natchitoches Parish, Louisiana.

2.

A certain tract of land with all buildings and improvements thereon being situated in the Parish of Natchitoches, Louisiana, on the East Bank of Red River bounded North by property of Brown, south by property of J. D. DeBlieux, east by property of heirs of Henry and West by Red River. Containing 500 acres, more or less.

3.

A certain lot on the east side of First Street in the City of Natchitoches being Lot 5 of plat of survey duly recorded in recorders office bounded north by Lot Four, south by lot six or property of Polite Edwards, east by property of Hamilton and West by First Street. Acquired at Sheriff's sale as per deed recorded in Book 128 folio 552 of the records of Natchitoches Parish, Louisiana.

4.

That certain lot of ground situated and located in the City of Natchitoches Parish of Natchitoches, State of Louisiana, and being more particularly described as follows:

Lot Five of the David Pierson Lots more particularly shown on a plat of said lots recorded in Conveyance Book 116 page 172 of the conveyance Records of Natchitoches Parish, Louisiana, and being bounded as follows: North by Sidney Street, West by Lot Six owned by L. H. Johnson; south by property of E. H. Haynes; East by lot Four now property of L. H. Johnson.

5.

That certain lot of ground situated on the West side of Jefferson Street in the City of Natchitoches and being bounded north by Sidney Street; south by property of E. H. Haynes; East by Jefferson Street and West by property of L.H. Johnson.

Also that certain lot on the East side of Jefferson Street, bounded North by property of Miriam Carver; West by Jefferson Street; south by L. H. Johnson and East by Cane River Lake.

MINERAL RIGHTS

The undivided right, title and interest of the decedent in and to the following Oil, Gas and Mineral rights in and under the following Oil, Gas and Mineral Rights in and under the following described tracts, to-wit:

1.

That certain tract of land situated in Sections Three and Four in Township Ten North Range Seven West, located on Bayou Bourbeaux about two miles East of the Village of Campti, Louisiana, and being property sold to R. B. Bice as per deed recorded in the Conveyance Records of Natchitoches Parish, Louisiana, in Book 192, page 385 of date November 18, 1943.

2.

Lot Four of the Octavie Perot Partition in Natchitoches Parish, Louisiana, as shown on a plat of survey made by J. C. Henry, Surveyor of date, September 10, 1904, recorded in book 130 page 423 of the conveyance records of the Parish of Natchitoches, Louisiana, being situated and located in Township Ten North, Range Seven West, Natchitoches Parish, Louisiana, and in Section Fifty-Five; Being property sold to J. C. Perot as per deed dated September 20, 1943 and recorded in Book 192 at page 167 of the Records of Natchitoches Parish, Louisiana.

3.

That certain tract of land situated in the Parish of Natchitoches Louisiana and being more particularly described as Lot Three containing $23 \frac{1}{3}$ acres of the partition between the heirs of T. L. Robbins and Asalie Robbins, as recorded in Conveyance Book 171 page 613 and being situated in Section 32, Township 9 North, Range 8 West; being property sold to Sam Robbins as per deed dated August 27, 1943 and recorded in Conveyance Book 192 page 73 of the Conveyance Records of Natchitoches Parish, Louisiana.

4.

That certain tract of land in the Parish of Natchitoches, Louisiana being situated on Bayou Bourbeaux and being the Trezini Plantation situated and located in Section 29, Township 10 North, Range 6 West and being property sold to E. O. Fixery as per deed dated November 1, 1943 and being recorded in Book 192 at page 317 of the Conveyance Records of Natchitoches Parish, Louisiana.

5.

A certain tract of Hill land situated in the Parish of Natchitoches, Louisiana, being the Northeast Quarter of the Southwest Quarter Section 9, Township 9 North, Range 8 West. Containing 40 acres and being the property sold to Sam Payton as per deed dated May 4, 1943 and recorded in Book 191 at page 333 of the Records of Natchitoches Parish, Louisiana.

STOCK AND BONDS

One (1) Share Progressive Mutual Building & Loan No. 96
Nine (9) Shares Progressive Mutual Building & Loan No. 92
Three (3) Shares Progressive Mutual Building & Loan No. 61
One (1) Share Progressive Mutual Building and Loan No. 63

Eight (8) shares Amicable Insurance Company, Waco, Texas
No. 6161

One (1) Bond, Sewerage District No. 1, City of Baton Rouge, Certificate No. 35, maturity 1953.

40/100 one share Metropolitan Playhouse No. SB380
Four (4) Shares Metropolitan Playhouse No. Bo2231

One (1) Bond- Gravity Drainage District No. 2, No. 135, Parish of Tangipahoa.

Ten (10) Units 188 Randolph Building (Formerly Stuben Bldg). Certificate of Deposit No. C1204.

Ten (10) Units Panhandle Hotel Co., No. 27, Lubbock, Texas.

Two(2) shares General Motors Corp. No. G. 40 35 75.

One (1) Bond, gravity Drainage District No. 2, Parish of Tangipahoa No. 187.

One (1) Bond, U. S. Treasury No. 260330.

Eight (8) Shares Stock, Master Printers,

One (1) 1950 Ford Pickup Truck.

28 head of mixed cattle.

Note due by Mrs. Jessie Prothro.

U. S. Treasury Bonds (Coupon), \$1,000.00 each, as follows:

Numbers 10056F; 10060L; 392338J; 392339K; 392340L; 392341A; 392342B; 392344D; 120160L; 120161A; 388651A; 388652B; 5630.

Cash - \$5,000.00

Cash on Deposit in the Exchange Bank of Natchitoches, \$495.24

Cash on deposit in the Peoples Bank of Natchitoches, \$943.50

Certificate of Deposit in Exchange Bank, \$512.00

U. S. Treasury Coupon Bonds:

Numbers 186856F; 186840L; 186861A; 186858J; 186857H; 186859K, each in the sum of \$1,000.00 and Number 1801A in the sum of \$500.00.

Great Southern Life Insurance Policy No. 280120 payable to the Estate of Abraham Nelken.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Inheritance Tax for the Estate of Abraham Nelken, due the State of Louisiana is fixed at the sum of Four Hundred Sixty-two (\$462.00) Dollars and receipt of this payment having been already been made to the Sheriff and Ex-Officio Inheritance Tax Collector for the Parish of Natchitoches, State of Louisiana, and this Estate is now decreed to be free from Louisiana State Inheritance Tax.

Judgment read, rendered and signed in chambers at Natchitoches, Louisiana on this the 13th day of March, 1951.

L. P. Stephens
Judge, Tenth Judicial District Court
Parish of Natchitoches, Louisiana

No. 95050

STATE OF LOUISIANA

J. L. Whyte

PARISH OF NATCHITOCHEs

To

BE IT KNOWN, That this day before me, the undersigned authority in and for the said Parish, duly commissioned and sworn, came and appeared J. L. Whyte, a married resident of Caddo Parish, Louisiana whose wife is Hazel Dixon Whyte --who declared that he does by these presents

Nancy Lucille Dixon

Cash Sale

Rec'd February 27, 1951
at 3:18 O'clock PM

GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto Nancy Lucille Dixon, a single resident of the Parish of Caddo, State of Louisiana the following described property, to-wit:

The Northeast Quarter of Section Ten (10), Township 10(10) Range Seven (7) containing 160 acres more or less, with all improvements thereon located, less the one-fourth mineral

1 Acre in Sec. 18-11-6 beginning 210 ft. from SE corner of property of O. R. Manning, thence E. N. W. & S. 210 ft.

the sum of Nine & 22/100 - - - Dollars being the same property assessed in the name of O. C. Harp for the year 51, for State and Parish taxes and sold for its 1951 State and Parish taxes to Coleman Martin, as per deed of record in the office of Clerk of Court and Ex-Officio Recorder of Natchitoches Parish, Louisiana in Conveyance Record Book No. 212, at page 328 filed for record May 12, 1952.

The amount received by me being the amount paid by O. C. Harp --for said Tax Deed plus 5% plus 1% per month from date of sale plus the amount paid on subsequent taxes plus 10% per annum from dates of payment of said subsequent taxes and the fee for making and recording this redemption deed.

It being fully understood that the amount received by me less cost of making and recording this redemption deed is for the use and benefit of Coleman Martin and this redemption deed is for the purpose of cancelling and expunging from the Natchitoches Parish, Louisiana records, Conveyance Record Book 212 at page 428, the above mentioned tax Deed.

IN WITNESS WHEREOF, I ha e hereunto set my hand on this the 3rd day of June, 1952, in the presence of two competent witnesses.

Witnesses:

O. E. Martin
A. B. Breazeale

Earl Morris, Sheriff and
Ex-Officio Tax Collector of
Natchitoches Parish, Louisiana
By: Felix C. Perot
Felix C. Perot
Deputy

No. 97228

No. 7,464 - PROBATE - DIV. -----

Bernard Earl Nelken

19th JUDICIAL DISTRICT COURT

To

PARISH OF EAST BATON ROUGE

His Heirs

STATE OF LOUISIANA

Judgment

Rec'd June 4, 1952
at 8:49 O'clock AM

This matter came up on the petition of Mary Oden Nelken, surviving widow of Bernard Earl Nelken, deceased, and of Augusta Nelken, Fannie B. Nelken, Lillian Nelken, Miriam

Nelken, Iron D. Nelken, Sylvan W. Nelken, and Jetty Nelken Pressburg, his sole surviving brothers and sisters, for this Court to decree that the instrument dated September 14, 1942, found in the bank box of decedent and purporting to be the last will and testament of the decedent, Bernard Earl Nelken, mimeographed and typed on legal size sheet of paper, now on file in this proceeding, is null and void and with no effect because of its failure to comply with the formalities prescribed by laws of Louisiana for last wills and testaments, and to decree that said decedent, therefore, died intestate; and for petitioner, Mary Oden Nelken, to be recognized as his surviving widow in community and as such the sole heir to decedent's undivided one-half (1/2) interest in the community of acquets and gains heretofore existing between them, and as the owner of the other one-half (1/2) in her own right and for his surviving brothers and sisters the other petitioners herein to be recognized as the sole heirs at law of his separate estate, and as such to be sent and put into possession of all the property belonging to his separate estate; and upon a rule to fix the inheritance tax and the estate transfer tax due to the State of Louisiana by said petitioners; and on the return of the Sheriff of East Baton Rouge Parish and Ex-Officio Tax Collector for the State of Louisiana, admitting that the tax should be fixed as prayed for by said petitioners. Due proof having been made that Bernard Earl Nelken died in Baton Rouge, Louisiana, at his domicile therein on the 9th day of February, 1951, leaving no forced heirs, and that the purported last will and testament dated September 14, 1942, found among the effects of said decedent, is null and void and of no effect because of its failure to comply with the formalities prescribed by the laws of the State of Louisiana for last wills and testaments and that the

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decedent, therefore, died intestate, and it appearing to the Court that the law and the evidence are in favor thereof, due proof having been made for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED, That the instrument dated September 14, 1942, on file herein purporting to be the last will and testament of the decedent, mimeographed and typed on a legal size sheet of paper and signed by said decedent be, and she is, hereby decreed null and void and of no effect because of its failure to comply with the formalities prescribed by the laws of Louisiana for last wills and testaments, and that the said decedent, Bernard Earl Nelken, died intestate.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That petitioner, Mary Oden Nelken, be and she is, hereby recognized as the surviving widow in community of said decedent Bernard Earl Nelken, and as such, the owner in her own right of an undivided one-half (1/2) interest in and to all of the property of every kind, nature and description, movable, immovable and mixed, wheresoever situated, belonging to the community of acquets and gains heretofore existing between said decedent and Mary Oden Nelken, and as the lawful heir of the other one-half (1/2) of the said community belonging to said decedent, Bernard Earl Nelken, and that as such, the said Mary Oden Nelken be, and she is, hereby sent and put into possession of the same, particularly but not by way of limitation or exclusion, to the following described property belonging to said community of acquets and gains heretofore existing between decedent and the said Mary Oden Nelken, as follows, to-wit:

- Cash in safety deposit box #43 in City National Bank of Baton Rouge and the other contents of said safety deposit box.
- One 19---Chevrolet Model automobile.
- Checking account in the City National Bank of Baton, Louisiana in the name of Bernard Earl Nelken.
- One miscellaneous lot of office furniture and medical equipment located at decedent's office in the Roumann Building, Baton Rouge, Louisiana, at the time of his death.
- One miscellaneous lot of household furniture, furnishing and personal effects located at decedent's residence in Baton Rouge, Louisiana at the time of his death.
- One miscellaneous group of accounts receivable due by patients of decedent's;
- All United States Series "E" Savings Bonds registered in the name of Bernard E. Nelken or Mrs. Mary O. Nelken" and in the names of "Bernard E. Nelken or Mary Oden Nelken".

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That Augusta Nelken, Fannie B. Nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken, Sylvan W. Nelken and Jetty Nelken Pressburg be, and they are hereby recognized as his sole surviving brothers and sisters and as such his sole lawful heirs to all of the separate property belonging to the decedent, Bernard Earl Nelken, and that, as such, said Augusta Nelken, Fannie B. Nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken, Sylvan W. Nelken and Jetty Nelken Pressburg be and they are, hereby sent and put into possession in the proportion of an undivided one-seventh (1/7) interest to each of all of the property belonging to the separate estate of the said decedent, movable, immovable and mixed, wheresoever situated, and more particularly but not by way of exclusion or limitation, of all of his undivided interest in and to all of the property, rights and credits inherited by decedent, Bernard Earl Nelken, in the estates of the late Abraham Nelken and Emanuel Nelken, his two brothers who predeceased him and in and to the estates of Samuel Nelken and Sarah Abrams Nelkens, his parents who pre-deceased him, all as more particularly described in the sworn itemized list, descriptive and estimative, of the property belonging to the separate estate of decedent annexed to the petition on file herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That the rule nisi issued herein be, and the same is, hereby made absolute, and that accordingly, there be judgment herein decreeing that no inheritance tax is due by the said Mary Oden Nelken upon her interest in the community of acquets and gains heretofore existing between decedent and Mary Oden Nelken which is inherited by her, and that the inheritance tax due to the State of Louisiana in

X

matter by Augusta Nelken, Fannie B. Nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken, Sylvan W. Nelken and Jetty Nelken Pressburg be, and the same is, hereby fixed at the sum of Eighteen and 39/100 (\$18.39) Dollars each, together with interest thereon at one (1%) per cent per annum from August 9, 1951 to February 9, 1952, and at the rate of two (2%) per cent per month from February 9, 1952, until paid, and that, except the amount fixed above, no inheritance or estate transfer tax or interest or penalty is due to the State of Louisiana by the succession of Bernard Earl Nelken or by any heir of said decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That all banks, bankers, trust companies, corporations, partnerships and all other depositories or persons whomsoever having on deposit or in control any money, credits, rights, stocks, bonds, or other things of value belonging to or depending upon the community of acquets and gains heretofore existing between the decedent and Mary Oden Nelken, including particularly but not by way of limitation or exclusion, the contents of Safety Deposit Box Number 43 in the City National Bank of Baton Rouge, Louisiana, are hereby authorized and required to deliver same, and in the case of shares of stock or registered bonds to transfer the same, to the said Mary Oden Nelken as his surviving widow in community and his sole heir of his undivided one-half (1/2) interest in and to the community of acquets and gains that heretofore existed between them.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, That all banks, bankers, trust companies, corporations, partnerships and all other depositories or persons whomsoever having on deposit or in possession or in control, any money, credits, rights stocks, bonds, or other things of value belonging to or depending on the separate estate of the said decedent, including particularly but not by way of limitation or exclusion, the undivided interest inherited by decedent in and to the succession, assets, properties, rights and credits in the estates of the late Abraham Nelken and Emanuel Nelken, brothers who pre-deceased him and in the estates of emanuel Nelken and Sarah Nelken, his mother and father, who predeceased him, are hereby authorized and required, upon the payment of the inheritance tax herein fixed and due by the said Augusta Nelken, Fannie B. Nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken, Sylvan W. Nelken and Jetty Nelken Pressburg, to deliver the same, and in the case of shares of stocks or registered bonds to transfer the same to the said Augusta Nelken, Fannie B. Nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken, Sylvan W. Nelken and Jetty Nelken pressburg, in the proportion of an undivided one-seventh (1/7) each as the sole surviving brothers and sisters and lawful heirs to all of the property depending upon the separate estate of the said decedent, Bernard Earl Nelken.

JUDGMENT RENDERED, READ AND SIGNED in Open Court this 22nd day of May, 1952.

(Sgd) Coleman Lindsey
Judge, 19th Judicial District Court

Baton Rouge, La., May 22, 1952.

Received of Kantrow & West, Attys. the sum of One Hundred forty five and 37/100 Dollars, being the amount of inheritance Tax and Int. due in above Judgment.

(Sgd) Bryan Clemmons, Sheriff & Ex-
Officio Tax Collector by R. M. Hughes, Dy.

FILED MAY 22, 1952
(Sgd) Betty Brady, Dy. Clerk of Court.

A true copy, this 22nd., day of May, 1952.

Violet Wolff
Violet Wolff, Dy. Clerk of Court.

STATE OF LOUISIANA

Parish of NATCHITOCHES

FILED
W. G. STROUD
CLERK
COURT
OCT 30 1 45 PM '61
J. H. Foyant
NATCHITOCHES PARISH, LA.

113881
Conv. Bk. 245
Pg. 194

BE IT KNOWN, That this day before me Sam Nelken
Notary Public in and for said Parish, duly commissioned and sworn, came and appeared

FANNIE B. NELKEN, a single resident of Natchitoches Parish, La.

who declared that she do es by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto

S. W. NELKEN, a married resident of Natchitoches, La., married to Lennie Dixon,
IRION D. NELKEN, a single resident of Natchitoches Parish, La.
JET. YE NELKEN PRESSBURG, widow of Henry Pressburg, a resident of Rapides Parish, La.
LILLIAN NELKEN, a single resident of Natchitoches Parish, La. and
MIRIAM NELKEN, a single resident of Natchitoches Parish, La.



the following described property, to-wit: _____

All of her right title and interest in and to the following described tracts of land, together with all improvements thereon, including farm implements and movables, more particularly described as follows:

- (1) 22.5 acres located in Natchitoches Parish, La., being portions of lots 3, 4, and 5, in Section 9 Township 10 North, Range 7 West, located between Clarence and Camp, La.
- (2) 500 acres located in Natchitoches Parish, La., known as the "John Henry" place in Sections 6, 45, 41, and 38 in Township 10 North Range 7 West. This being the same property purchased by S. Nelken from Fenn & Williams on 23 October 1918 and recorded in Conveyance Book 143 page 564 of the Records of Natchitoches Parish, La.
- (3) A certain lot on the Southwest corner of Jefferson and Sidney Streets together with all improvements thereon located in Natchitoches, Louisiana known by municipal #170 Jefferson street.

195

TO HAVE AND TO HOLD said described property unto said purchaser, their heirs and assigns forever.

This sale is made for the consideration of the sum of Four thousand three hundred and no/100ths (\$4,300.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged.

The certificate of mortgage is hereby waived by the parties, and evidence of the payment of taxes produced.

DONE AND PASSED at my office in said Parish of ... in presence of ... and ... competent witnesses, on this the 30th day of October A. D. Nineteen Hundred and Sixty-one

ATTEST:

Witness signatures: ... }

Jennie B. Nelson
Notary Public

126156

FILED
IRBY L. NORRIS JR.
CLERK
MAY 1 4 25 PM '72
NATCHITOCHES PARISH, LA

101

SUCCESSION
OF
LILLIAN NELKEN
JUDICIAL DISTRICT COURT
NATCHITOCHES PARISH, LOUISIANA

JUDGMENT

Considering the record, the last will and testament of the deceased, Lillian Nelken, the inventory and proof that all inheritance taxes have been paid, it is therefore

ORDERED, ADJUDGED AND DECREED that Sylvan W. Nelken be recognized as owner and sent into possession of decedent's 1/7th interest in the following described property:

941.4 acres more or less located in Natchitoches Parish, known as the "Greenias Place" or the "Alm. Plantation" Located approximately one half mile Southwest of Natchitoches, Louisiana

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Sylvan W. Nelken be recognized as owner and sent into possession of a \$1,000.00 "E" Bond and the amount of \$1,547.25 which is 1/4th of the cash left by the decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Sylvan W. Nelken, Irion Nelken, Fannie Nelken and Miriam Nelken be recognized as owners and sent into possession of 1/4th of 1/5th each of the following described properties:

A tract of land containing 523 acres situated in the Parish of Natchitoches, and being all of Sections 39, 45, and 88, and lots 3, 4, and 5 of Section 9 and all that part of Section 8, containing 48.52 acres, being part of a tract formerly known as the John H. Henry place, all in Township 10 North, Range 7 West.

A tract of land containing 276.53 acres of land, being all of Section 41, and all of the banks, beds of lakes, bayous and streams, sand bars, accretions and battures and second banks belonging to, connected with Section 6, 39, 41, 45, 88 and Lots 3, 4, and 5 Section 9, Township 10 North, Range 7 West.

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND: All that portion of Lots 3, 4, and 5 of Section 9, Township 10 North, Range 7 West, of Natchitoches Parish, Louisiana, lying East of U. S. Highway #71, less the East 59 acres of Lots 3 and 5, owned by the heirs of William Rayston. Also LESS AND EXCEPT the Fractional SW 1/4 of Section 6, and all that portion of Section 45, lying East of U. S. Highway #71, all in Township 10 North, Range 7 West. This portion having been sold to Russell Cahagan, et al.

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(8)

(2) A certain lot on the Southwest corner of Jefferson and Sidney Streets, together with all improvements and furnishings, known by municipal number 170 Jefferson Street. This also includes the Lot East of Jefferson Street.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in addition to the above, Irion Nelken be recognized as owner and sent into possession of "E" Bonds in the amount of \$3,000.00, Peoples Bank and Trust Co. Time Notes in the amount of \$1,500.00, Exchange Bank and Trust Co. Time Notes in the amount of \$1,000.00, First Federal Savings and Loan Assn. shares in the amount of \$1,000.00, Progressive Building and Loan Shares in the amount of \$1,500.00, Treasury Bonds in the amount of \$3,000.00, cash in the amount of \$1,547.25 and 20 shares being stock certificate No. 01969 of Louisiana Power and Light Company Stock.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Sylvia Joan Pressburg be recognized and sent into possession of "E" Bonds in the amount of \$1,500.00, First Federal Savings and Loan Assn. shares in the amount of \$1,000.00, Treasury Bonds in the amount of \$2,500.00, and 20 shares being stock certificate No. 02468 of the Shawmutt Association Inc.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Bernard Samuel Pressburg be recognized and sent into possession of "E" Bonds in the amount of \$1,000.00, and Progressive Building and Loan Assn. shares in the amount of \$1,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Miriam Nelken be recognized and sent into possession of "E" Bonds in the amount of \$2,500.00, Peoples Bank and Trust Co., Time Notes in the amount of \$2,000.00, Exchange Bank and Trust Co. Time Notes in the amount of \$1,000.00, First Federal Savings and Loan Assn. shares in the amount of \$1,000.00, U. S. Treasury Bonds in the amount of \$3,000.00, cash in the amount of \$1,547.25, 57 shares being stock certificate numbers 031653, 017112, 021866, and 018232 of the Pettibone Melliken Corp., 48 shares being stock certificate numbers CO 219518 and CO 181438 of Southern Natural Gas Company, and 286 shares being certificate number 8018 of Galfeo.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Fannie Nelken be recognized as owner and sent into possession of cash in the amount of \$1,547.25.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Bonnie Dixon Nelken be recognized as owner and sent into possession of U. S. Treasury Note in the amount of \$1,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Betty Nelken Woodyard be recognized as owner and sent into possession of Exchange Bank and Trust Co. Time Notes in the amount of \$1,000.00, First Federal Savings and Loan Assn. shares in the amount of \$1,000.00, and Treasury Bonds in the amount of \$1,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Catherine Nelken Biondine be recognized as owner and sent into possession of Exchange Bank and Trust Co. Time Notes in the amount of \$1,000.00, First Federal Savings and Loan Assn. shares in the amount of \$1,000.00, and Treasury Bonds in the amount of \$1,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Dorothy Ann Nelken Owen be recognized as owner and sent into possession of Exchange Bank and Trust Co. Time Notes in the amount of \$1,000.00, First Federal Savings and Loan Assn. shares in the amount of \$1,000.00, and Treasury Bonds in the amount of \$1,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Sam Nelken be recognized as owner and sent into possession of First Federal Savings and Loan Assn. shares in the amount of \$1,000.00.

THIS JUDGMENT SIGNED in Chambers on this the 1st day of May, 1972, at Natchitoches, Louisiana.


 Judge, 10th Judicial District Court
 Natchitoches, Parish, Louisiana

SUCCESSION
OF
AUGUSTA NELKEN

NUMBER 6953 PROBATE DOCKET
10TH JUDICIAL DISTRICT COURT
NATCHITOCHE PARISH, LOUISIANA

PUTTING HEIRS INTO POSSESSION

113644

Case. Bk. 244
Pg. 485

J U D G M E N T

FILED
CLERK
AUG 31 9 29 AM '61

W. S. Pressburg
Attorney at Law
Natchitoches, La.

Considering the petition of the legatees of the decedent, Augusta Nelken, to be put into possession of the decedent's estate in Natchitoches Parish, La., and it appearing that the Inheritance Tax due the State of Louisiana has been paid, and the law and evidence being in favor of petitioners for the reasons orally assigned:

IT IS THEREFORE ORDERED AND DECREED, that the executors proceed according to the terms of the Last Will and Testament of the Deceased, and that accordingly the movable estate to distributed as outlined therein.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that S. W. Nelken be recognized as owner and sent into possession of 2/7ths, Irion Nelken, be recognized as owner and sent into possession of 1/7th, Miriam Nelken be recognized as owner and sent into possession of 1/7th, Lillian Nelken be recognized and sent into possession of 1/7th, Fannie Nelken, be recognized as owner and sent into possession of 1/7th, and Jettie Nelken Pressburg be recognized as owner and sent into possession of 1/7th of the following tract of land:

941.4 acres located in Natchitoches Parish, La., known as "The Greneaux place" or "Alma Plantation", on both sides of Old River in Sections 56, 57, 83, 84, 86, and 89 in Township 9 North, Range 7 West, less 33.7 acres in sections 37 and 84 to the City of Natchitoches, Louisiana.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that S. W. Nelken be recognized as owner and sent into possession of 1/6, Irion Nelken, be recognized as owner and sent into possession of 1/6, Miriam Nelken, be recognized as owner and sent into possession of 1/6, Lillian Nelken, be recognized as owner and sent into possession of 1/6, Fannie Nelken, be recognized as owner and sent into possession of 1/6, and Jettie Nelken Pressburg be recognized as owner and sent into possession of 1/6 of the following three tracts:

- (1) 22.5 acres located in Natchitoches Parish, La. being portions of lots 3, 4, and 5 in Section 9 Township 10 North, Range 7 West.
- (2) 500 acres located in Natchitoches Parish, La. in sections 39 and 45 Township 10 North, Range 7 West.
- (3) A certain lot on the Southwest corner of Jefferson street and Sidney Street, together with all improvements thereon located in Natchitoches, Louisiana, known by municipal #170 Jefferson Street.

JUDGMENT READ, RENDERED AND SIGNED IN CHAMBERS, in Natchitoches, Louisiana on this the 30th day of August, 1961.

Julius E. Pressburg
Judge, 10th Judicial District Court
Natchitoches Parish, Louisiana

FILED
TROY L. KNOTTS, JR.
CLERK OF DISTRICT COURT

MAY 1 4 28 PM '72

Siam Hoy
BY _____ CLERK
NATCHITOCHES PARISH, LA

NUMBER 6953 PROBATE DOCKET

TENTH JUDICIAL DISTRICT COURT

SUCCESSION

OF

AUGUSTA NELKEN

NATCHITOCHES PARISH, LOUISIANA

CORRECTION JUDGMENT

Considering the application of the executor, Irion Nelken and upon noting that an error had been made in the Judgment dated 30 August 1961, in the Succession of Augusta Nelken, Number 6953 of the Probate Docket, Tenth Judicial District Court, Natchitoches Parish, Louisiana, it is

ORDERED, ADJUDGED AND DECREED that that particular Judgment be amended and corrected to read as follows:

Considering the petition of the legatees of the decedent, Augusta Nelken, to be put into possession of the decedent's estate in Natchitoches Parish, Louisiana, and it appearing that the Inheritance Tax due the State of Louisiana has been paid, and the law and evidence being in favor of petitioners for the reasons orally assigned:

IT IS THEREFORE ORDERED, AND DECREED, that the executors proceed according to the terms of the Last Will and Testament of the Deceased, and that accordingly the immovable estate is to be distributed as follows:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that S. W. Nelken be recognized as owner and sent into possession of decedent's 1/7th interest in the following tract of land:

941.4 acres located in Natchitoches Parish, La., known as "The Greneaux place" or "Alma Plantation", on both sides of Old River in Sections 56, 57, 83, 84, 86, and 89 in Township 9 North, Range 7 West, less 33.7 acres in Sections 37 and 84 to the City of Natchitoches, Louisiana.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that S. W. Nelken be recognized as owner and sent into possession of 1/6, Irion Nelken be recognized as owner and sent into possession of 1/6, Miriam Nelken be recognized as owner and sent into possession of 1/6, Lillian Nelken be recognized as owner and sent into possession of 1/6, Fannie Nelken be recognized as owner and sent into possession of 1/6, and Jettye Nelken Pressburg be recognized as owner and sent into possession of 1/6 of the following three tracts:

- (1) A tract of land containing 523 acres situated in the Parish of Natchitoches, and being all of Sections 39, 45, and 88, and lots 3, 4, and 5 of Section 9 and all that part of Section 8, containing 48.52 acres, being part of a tract formerly known as the John H. Henry place, all in Township 10 North, Range 7 West.


A tract of land containing 276.53 acres of land, being all of Section 41, and all of the banks, beds of lakes, bayous and streams, sand bars, accretions and battures and second banks belonging to, connected with Section 6, 39, 41, 45, 88, and Lots 3, 4, and 5 Section 9, Township 10 North, Range 7 West.

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND:

All that portion of Lots 3, 4 and 5 of Section 9, Township 10 North, Range 7 West, of Natchitoches Parish, Louisiana, lying East of U. S. Highway #71, less the East 59 acres of Lots 3 and 5, owned by the heirs of William Rayston. Also LESS AND EXCEPT the Fractional SW 1/4 of Section 6, and all that portion of Section 45, lying East of U.S. Highway #71, all in Township 10 North, Range 7 West. This portion having been sold to Russell Gahagan, et al.

- (2) A certain lot on the Southwest corner of Jefferson Street and Sidney Street, together with all improvements thereon located in Natchitoches, Louisiana, known by municipal #170 Jefferson Street. This also includes the Lot East of Jefferson Street.

THIS CORRECTION JUDGMENT READ, RENDERED AND SIGNED in Chambers, in Natchitoches, Louisiana, on this the 1 day of May 1972.


 Judge, 10th Judicial District Court
 Natchitoches, Parish, Louisiana

692-872

Com

127227

Conv. Book 279

Pg. 571

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NO. 12,398

FILED
JERRY L. KAGIS, JR.
CLERK OF DISTRICT COURT
NATCHITOCHES PARISH, LA.
FEB 5 10 42 AM '68

SUCCESSION

NINTH JUDICIAL DISTRICT COURT

OF

PARISH OF RAPIDES

JETTIE N. PRESSEBURG

STATE OF LOUISIANA

JUDGMENT OF POSSESSION

The Court, upon considering the petition filed herein by Sylvia Joan Pressburg and Bernard S. Pressburg, sole and only heirs at law of the decedent, together with the appearance of the Attorney for the Inheritance Tax Collector of Rapides Parish, Louisiana, the Court considering the law and the evidence and same being in favor of petitioners for the reasons this day orally assigned,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that there be judgment herein recognizing Sylvia Joan Pressburg and Bernard S. Pressburg to be the sole and only heirs at law of the decedent, Jettie N. Pressburg, and, as such, entitled to the ownership of and possession of the properties owned by the decedent in the proportions of an undivided one-half interest each, to-wit:

REAL ESTATE
Natchitoches Parish, Louisiana

1. An undivided 1/7 interest in and to 57 1/2 acres located in Natchitoches Parish, Louisiana, in Sections 39 and 45, Township 10 North, Range 7 West.
2. An undivided 1/5 interest in and to 941.6 acres located in Natchitoches Parish, Louisiana, known as the "Greeneaux Place" or the "Hima Plantation".
3. An undivided 1/5 interest in and to a certain lot on the southwest corner of Jefferson and Grand Streets, together with all improvements thereon in the City of Natchitoches, Parish of Natchitoches, Louisiana, known by Municipal No. 170 Jefferson Street.

PERSONAL PROPERTY

1. An undivided 1/5 interest in cash on hand in exchange bank of Natchitoches and Peoples Bank, Trust Company, both of Natchitoches, Louisiana, in the name of the S. Nolken Estate.
2. An undivided 1/5 interest in investments in the passive Mutual Savings & Loan Association and First Federal Savings & Loan Association of Natchitoches, both of Natchitoches, Louisiana, in the name of the S. Nolken Estate.

(b) U.S. Savings Bonds, Series E in the names of Miss Augusta Nelken or Mrs. Jetty N. Pressburg as follows:

Bond M12699463E for \$1000 dated May 1946

Bond M12699461E for \$1000 dated May 1946

Bond M12699462E for \$1000 dated May 1946

Bond C103033550E for \$100 dated May 1946

Bond C103033549E for \$100 dated May 1946

Bond C103033548E for \$100 dated May 1946

Bond M26351700E for \$1000 dated October 1951

Bond M2635335E for \$200 dated October 1951

(c) U.S. Savings Bonds, Series H in the name of Mrs. Jetty N. Pressburg, as follows:

Bond M367844H for \$1000 dated July 1946

Bond M367918H for \$1000 dated July 1946

18. Miscellaneous coins, personal items and property located in Safety Deposit Box 191, Guaranty Bank & Trust Company of Alexandria, Park Avenue Branch, Alexandria, Louisiana.

19. Checking account, Guaranty Bank & Trust Company of Alexandria, Alexandria, Louisiana, in the name of Jetty N. Pressburg.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the inheritance taxes due to the State of Louisiana be and the same are hereby fixed in the sum of Eight Hundred Thirty One and 92/100 (\$831.92) dollars, which amount has been paid according to the receipt of the Sheriff and the Office Inheritance Tax collector of Rapides Parish, Louisiana, filed herewith.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Guaranty Bank & Trust Company of Alexandria, Park Avenue Branch, shall have Sylvia Joan Pressburg nee Bernard G. Pressburg, access to the Safety Deposit Box No. 191 in said bank for the purpose of removing the contents thereof and distributing them among those entitled to same according to law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Rapides Bank & Trust Company in Alexandria, Wilson Avenue Branch, shall have Sylvia Joan Pressburg access to Safety Deposit Box No. 785 in said bank, for the purpose

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I hereby certify that the above is a true and correct copy of the original as the same appears on the records of the State of New York.

Witness my hand and the seal of the State of New York, at Albany, this _____ day of _____, 19____.

Secretary of State

SECRET

A TRUE COPY
Grace Newman
Wife of _____

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

143675
C. P. N. Book 322
Pg. 774

FILED
IRBY L. KNIGHTS, JR.
CLERK OF DISTRICT COURT
MAR 17 1 25 PM '75
BY
NATCHITOCHES PARISH, LA.
CLERK

DONATION OF IMMOVABLE PROPERTIES

BE IT KNOWN AND REMEMBERED that on the dates hereinafter shown, before the undersigned Notaries Public, and in the presence of the undersigned competent witnesses, personally came and appeared SYLVAN W. NELKEN and LENNIE DIXON NELKEN, married to each other who declared that for and in consideration of the love and affection that they bear for their sole and only children, SARAH ELIZABETH NELKEN WOODYARD, a resident of Natchitoches Parish, Louisiana; CATHERINE AUGUSTA NELKEN BIENVENU, a resident of Natchitoches Parish, Louisiana; SAMEUL NELKEN, a resident of Natchitoches Parish, Louisiana; AND DOROTHY ANN NELKEN OWEN, a resident of San Antonio, Texas; they donate the following described property: All of their interest in and to:

A tract of land containing 523 acres more or less situated in the Parish of Natchitoches, and being all of Sections 39, 45, and 88, and Lots, 3, 4, and 5 of Section 9, and all that part of Section 8, containing 48.52 acres, being part of a tract formerly known as the John H. Henry place, all in Township 10 North, Range 7 West.

A tract of land containing 276.53 acres of land more or less, being all of Section 41, and all of banks, beds of lakes, bayous, rivers and streams, sand bars, accretions and battures and second banks belonging to, or connected with Section 6, 39, 41, 45, 88, and Lots 3, 4, and 5 of Section 9, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana.

Also a certain tract of land containing 4 acres more or less in Lots 4 and 5, Section 9, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, lying West of the railway right of way. This portion of land received in a sale from Russell Gahagan et al, in 1971.

LESS AND EXCEPT THE FOLLOWING:

All that portion of the above described property lying East of U.S. Highway 71. All in Township 10 North, Range 7 West, Natchitoches Parish, Louisiana. This property having been sold to Russell Gahagan et al, in 1971.

This done and signed before me, Notary Public, in Natchitoches, Louisiana, on this the 17 day of March, 1975.

Minnie Halmon

Sylvan W. Nelken

James L. Prudhomme

Lennie Dixon Nelken

Walter Schneider
Notary Public

And now appearing for the purposes of accepting this donation are all of the above named donees.

Minnie Nelson

Sarah Elizabeth Nelken Woodyard
Sarah Elizabeth Nelken Woodyard

James L. Rudlone

Catherine Augusta Nelken Bienvenu
Catherine Augusta Nelken Bienvenu

Samuel Nelken
Samuel Nelken

Wattie Schaeffer
Notary Public

THUS DONE AND SIGNED before me, Notary Public in Natchitoches Parish, Louisiana on this the 17 day of ~~February~~ ^{March}, 1975.

Carol L. Owen

Dorothy Ann Nelken Owen
Dorothy Ann Nelken Owen

May Lynn Brown

Peggy V. Clayton
Notary Public

PEGGY V. CLAYTON
Notary Public, Brewer County, Texas

THUS DONE AND SIGNED before me, Notary Public in San Antonio, Texas on this the 17th day of ~~February~~ ^{MARCH}, 1975.

155068
Comm. Book 350
Pg. 604

FILED
IRBY L. KNOTTS, JR.
CLERK OF DISTRICT COURT

FEB 7 10 17 AM '79
BY *Diane Floyd*
CLERK
NATCHITOCHES PARISH, LA.

SUCCESSION
OF
MIRIAM NELKEN

NUMBER 9179 PROBATE DOCKET
TENTH JUDICIAL DISTRICT
NATCHITOCHES PARISH, LOUISIANA

J U D G M E N T

CONSIDERING the record, the last will and testament of the deceased, Miriam Nelken, the inventory and proof that all inheritance taxes have been paid, and recognizing that Sylvan Nelken and Irion D. Nelken have been named as co-executors of the last will, it is therefore

ORDERED ADJUDGED AND DECREED that Sylvan W. Nelken and Irion D. Nelken be recognized as co-executors of the Succession of Miriam Nelken and as such are empowered to disburse the succession assets as outlined and as directed by the last will of the deceased and more particularly as follows:

That Irion D. Nelken, be recognized as owner and sent into possession of decedent's 1/3 (one-third) interest in and to the following described immovable property:

A certain tract of ground, with all buildings and improvements thereon located, situated in the City and Parish of Natchitoches, Louisiana, and being more particularly described as follows, to wit:

Lot One Hundred and One (101) of the Second Replat of West Broadmoor Subdivision to the City of Natchitoches, Louisiana, as per map prepared by Williamson and Kraft, Engineers, dated 22 December 1959, and recorded in Map Book One (1), Page 151, Map records of Natchitoches Parish, Louisiana, and this being the same property purchased by Sylvan W. Nelken, Irion D. Nelken, and Miriam Nelken from Billy W. Carter and Patricia Roy Carter dated 12 May 1972 and recorded in Conveyance Book 305, Page 302.

Irion D. Nelken is also recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company C/D's Natchitoches, Louisiana , #2945, 2944, 2939, 2943, 2942, 2941, 2940, 1698, 1686 and 1685.

People's Bank and Trust Company, Natchitoches, La. C/D's #3590, 3594 and 2782.

Progressive Savings and Loan, Natchitoches, La. C/D #1060.

First Federal Savings and Loan Natchitoches, La. C/ D #700669.

Exchange Bank Savings Account and Exchange Bank Checking Account, Natchitoches, La.

Decedent's one-seventh (1/7th) interest in Estate of S. Nelken Checking Account at Exchange Bank, Natchitoches, La.

Cleco Stocks Certificates # BAU730 and BAU381.

Louisiana Power & Light Certificate #'s P0927, 01973, 0499 and P03249.

General Motors Stock Certificate Numbers DL171-181-245, G548-245, NE928-181, NE928-180, NE928-179, NE928-178, NE928-177, NE928-176, NE928-175, NE928-174, NE928-172, NE928-173, NE928-171, NE928-170, NE928-169, NE928-168, NE928-167, NE928-166 and NE928-165, representing 216 shares.

Shawmut Associates Incorporated, Certificate Number 02469, representing 20 shares.

Pettibone-Mulliken, Certificate Numbers 012590, 09787, 010744, 018234, 021868, 048782, 048783, 015804, 021867, 018233, 017113, 031655, 031654, and 04870, representing 346 shares.

Exchange Bank Stock Certificate Numbers #260 and #59, representing 260 shares.

U. S. "E" Bonds, #R4000935272E, # C4007512456E, D4001412265E, #D4001412266E, #D4001412267E, #M94091098E, #M94091097E, #M94091099E, #M94091100E and #M94091101E.

* That Sylvia J. Pressburg, be recognized as owner and sent into possession of 1/2 (one-half) of decedent's 1/4 (one-fourth) interest in and to the following described immovable property:

A tract of land containing approximately 600 acres including approximately 275 acres of sandbar situated in the Parish of Natchitoches, and being all of Sections 39, 6, 41, 45, and 88, and lots 3, 4 , and 5 of Section 9 and all that part of Section 8 containing 48.52 acres, being part of a tract formerly known as the John H. Henry place, all in Township 10 North, Range 7 West, Natchitoches Parish, Louisiana.

Sylvia J. Pressburg is also recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank & Trust Company, Natchitoches, La. C/ D's #1712, 1711, 1708, 1709, 1710 and #1730.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #3593 and #3588.

Progressive Savings and Loan , Natchitoches, La. C/D's #3599, 1020 #3542 and #3533.

First Federal Savings and Loan, Natchitoches, La. C/D's #702668 #1103878, #1103879, #1104048.

U. S. "E" Bond #M26089175E.

* That Bernard S. Pressburg be recognized as owner and sent into possession of 1/2 (one-half) of decedent's 1/4 (one-fourth) interest in and to the following described immovable property:

A tract of land containing approximately 600 acres including approximately 275 acres of sandbar situated in the Parish of Natchitoches, and being all of Sections 39, 6, 41, 45, and 88 and lots 3, 4, and 5 of Section 9 and all that part of Section 8 Containing 48.52 acres, being part of a tract formerly known as the John H. Henry place, all in Township 10 North, Range 7 West, Natchitoches Parish, Louisiana.

Bernard S. Pressburg is also recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1704 and #3307.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #3656.

Progressive Savings and Loan, Natchitoches, La. C/D's #1373.

First Federal Savings and Loan, Natchitoches, La. C/D's #702669 and #704518. 606

Three Treasury Notes at \$1,000.00 each.

That Catherine N. Bienvenu be recognized as owner and sent into possession of 1/4 (one-fourth) of decedent's 1/7 (one-seventh) in and to the following described property:

A certain tract of land containing 950 acres, more or less, situated in the Parish of Natchitoches, known as the "Greneaux Place" or the "Alma Plantation", fronting partially on Louisiana Highway 3110 in Sections 72, 73, 83, 86, 87, 84, 76, 77, 92 in Township 8 North, Range 7 West and in Township 9 North, Range 7 West being located South and West of the Natchitoches Airport, and being more particularly described as a tract of land shown on a plat of survey dated 11 December 1972 made by A. J. Brouillette and on record in the Natchitoches Parish Courthouse. This tract is less certain sales to different parties all since the survey made in 1972 above referred to. This tract also contains small acreages obtained from the City of Natchitoches, Raleigh Raymond, and Nora Listach all since 1972.

Catherine N. Bienvenu is also recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1700 #1697 and #1723.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #3591.

Progressive Savings and Loan, Natchitoches, La. C/D's #1370.

First Federal Savings and Loan, Natchitoches, La. C/D's #704515 and #702671.

Treasury Notes \$10,000.00

1/4 (one-fourth) interest in 5 Notes Receivable.

That Bettye N. Woodyard, be recognized as owner and sent into possession of 1/4 (one-fourth) of decedent's 1/7 (one-seventh) interest in and to the following described immovable property:

A certain tract of land containing 950 acres, more or less, situated in the Parish of Natchitoches, known as the "Greneaux Place" or the "Alma Plantation", fronting partially on Louisiana Highway 3110 in Sections 72, 73, 83, 86, 87, 84, 76, 77, 92 in Township 8 North, Range 7 West and in Township 9 North, Range 7 West being located South and West of the Natchitoches Airport, and being more particularly described as a tract of land shown on a plat of survey dated 11 December 1972 made by A. J. Brouillette and on record in the Natchitoches Parish Courthouse. This tract is less certain sales to different parties all since the survey made in 1972 above referred to. This tract also contains small acreages obtained from the City of Natchitoches, Raleigh Raymond, and Nora Listach all since 1972.

Bettye N. Woodyard is also recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank And Trust Company, Natchitoches, La. C/D's #1702, #1680, #1694, #1679 and #1731.

Peoples Bank and Trust Company C/D's, Natchitoches, La. #2783 and #3592.

Progressive Savings and Loan, Natchitoches, La. C/D's #1371.

First Federal Savings and Loan, Natchitoches, La. C/ D's #702670, #704516 and #1104165.

607

One-Fourth interest in 5 Notes receivable.

Treasury Note \$2,000.00.

That Dorothy Ann N. Owen, be recognized as owner and sent into possession of 1/4 (one-fourth) of decedent's 1/7 (one-seventh) interest in and to the following described immovable property:

A certain tract of land containing 950 acres, more or less, situated in the Parish of Natchitoches, known as the "Greeneaux Place" or the "Alma Plantation", fronting partially on Louisiana Highway 3110 in Sections 72, 73, 83, 86, 87, 84, 76, 77, 92 in Township 8 North, Range 7 West and in Township 9 North, Range 7 West being located South and West of the Natchitoches Airport, and being more particularly described as a tract of land shown on a plat of survey dated 11 December 1972 made by A. J. Brouillette and on record in the Natchitoches Parish Courthouse. This tract is less certain sales to different parties all since the survey made in 1972 above referred to. This tract also contains small acreages obtained from the City of Natchitoches, Raleigh Raymond, and Nora Listach all since 1972.

✓ Dorothy Ann N. Owen is also recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1701 and #1687.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #3589.

Progressive Savings and Loan, Natchitoches, La. C/D's #1372.

First Federal Savings and Loan, Natchitoches, La. C/D's #704517.

One-Fourth interest in 5 Notes Receivable.

Treasury Notes \$5,000.00.

That ✓ Samuel Nelken, be recognized as owner and sent into possession of one-fourth 1/4 of decedent's one-seventh 1/7 interest in and to the following described immovable property:

A certain tract of land containing 950 acres, more or less, situated in the Parish of Natchitoches, known as the "Greeneaux Place" or the "Alma Plantation", fronting partially on Louisiana Highway 3110 in Sections 72, 73, 83, 86, 87, 84, 76, 77, 92 in Township 8 North, Range 7 West and in Township 9 North, Range 7 West being located South and West of the Natchitoches Airport, and being more particularly described as a tract of land shown on a plat of survey dated 11 December 1972 made by A. J. Brouillette and on record in the Natchitoches Parish Courthouse. This tract is less certain sales to different parties all since the survey made in 1972 above referred to. This tract also contains small acreages obtained from the City of Natchitoches, Raleigh Raymond, and Nora Listach all since 1972.

Samuel Nelken is also recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1696.

Progressive Savings and Loan, Natchitoches, La. C/D's #1381.

First Federal Savings Loan, Natchitoches, La. C/D's #704527.

Peoples Bank and Trust Company C/D's, Natchitoches, La.
#15023 (six Month Certificate)

1/4 (one-fourth) interest in 5 Notes Receivable.

That Sylvan W. Nelken, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company C/D's #1684, Natchitoches, La.
Treasury Notes \$34,000.00.

That Gretchen P. Pressburg, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company C/D's #3309, Natchitoches, La.

That Lennie D. Nelken, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #3308.
"E" Bond #R868055LE.

That Sam William Nelken, be recognized as owner and sent into possession of the following described miscellaneous property:

Progressive Savings and Loan, Natchitoches, La. C/D's #1377.

First Federal Savings and Loan, Natchitoches, La. C/D's #704523.

That George Irion Nelken, be recognized as owner and sent into possession of the following described miscellaneous property:

Progressive Savings and Loan, Natchitoches, La. C/D's #1378.

First Federal Savings and Loan, Natchitoches, La. #704522.

That Elizabeth Bienvenu, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's
#1705 and #1689.

Peoples Bank and Trust Company Natchitoches, La. C/D's #3595
and #3654.

Progressive Savings and Loan, Natchitoches, Louisiana C/D's
#3505 and #3544.

First Federal Savings and Loan, Natchitoches, La. C/D's
#702029.

That Patricia B. Franklin, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1706
and #1688.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #2786
and #3655.

Progressive Savings and Loan, Natchitoches, La. C/D's #3545
and #3506.

First Federal Savings and Loan, Natchitoches, La. C/D's #1104164
and #702031.

Treasury Notes - \$2,000.00.

That Steven Bienvenu be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1707 and #1691.

Peoples Bank and Trust Co., Natchitoches, La. C/D's #3657.

Progressive Savings and Loan, Natchitoches, La. C/D's #1374 and #3543.

First Federal Savings and Loan, Natchitoches, La. C/D's #1103880, #702030, #702784, and #704519.

That Jean Pressburg, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #3620, #1677, #1683, #1703 and #2476.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #3653 and #3817.

Treasury Notes - 2,000.00

That Ellen Levy, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #3619, #1681, #1678 and #1682.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #3659 and #3816.

Treasury Notes - \$3,000.00.

That Deborah Walker, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #3604.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #2785 and #3658.

Progressive Savings and Loan, Natchitoches, La. C/D's #1379.

First Federal Savings and Loan, Natchitoches, La. C/D's #702033, and #704525.

Treasury Notes \$2,000.00.

That Michael Owen, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1699, #1692 and #3621.

Progressive Savings and Loan, Natchitoches, La. C/D's #1376.

First Federal Savings and Loan, Natchitoches, La. C/D's #704521, #702785 and #702028.

That John B. Woodyard II, be recognized as owner and sent into possession of the following described miscellaneous property:

Peoples Bank and Trust Company, Natchitoches, La. C/D's #3660.

Progressive Savings and Loan, Natchitoches, La. C/D's #1380.

First Federal Savings and Loan, Natchitoches, La. C/D's #702032 and #704526.

Treasury Note - \$2,000.00.

That Carol Lynn Owen, be recognized as owner and sent into possession of the following described miscellaneous property:

Exchange Bank and Trust Company, Natchitoches, La. C/D's #1695 and #3622.

Peoples Bank and Trust Company, Natchitoches, La. C/D's #2784 and #3815.

Progressive Savings and Loan, Natchitoches, La. C/D's #1375.

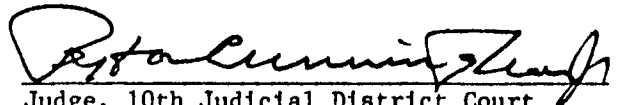
First Federal Savings and Loan, Natchitoches, La. C/D's #702786, #704520 and #702027.

That Sarah Lenn Nelken, be recognized as owner and sent into possession of the following described miscellaneous property:

First Federal Savings and Loan, Natchitoches, La. C/D's #704524.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the above named Financial Institutions, Corporations, Stock Companies, firms or the United States Government are authorized by this judgment to make the transfers of ownership as set out in this judgment.

THIS JUDGMENT SIGNED IN CHAMBERS OF THIS THE 7th DAY OF FEBRUARY, 1979, at NATCHITOCHEs, LOUISIANA.


Judge, 10th Judicial District Court
Natchitoches Parish, Louisiana

ACT OF DONATION
BY
IRION D. NELKEN
TO

SYLVIA JOAN PRESSBURG AND BERNARD SAMUEL PRESSBURG

166705
Comm. Book 384
Pg. 170

BY
MARTINE S. ARISSE, CLERK
NATCHITOCHES PARISH, LA.

FEB 11 11 07 AM '83

FILED
IRVING M. MILES, JR.
CLERK OF DISTRICT COURT

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

BE IT KNOWN AND REMEMBERED, that on this 14 day of January, 1983, before me, Sam Nelken, a Notary Public, duly commissioned, and qualified, in and for the Parish of Natchitoches, State of Louisiana, personally came and appeared:

IRION D. NELKEN, a single resident of and domiciled in the Parish of Natchitoches, State of Louisiana, whose permanent mailing address is 109 Royal Street, Natchitoches, Louisiana,

hereinafter referred to as the "Donor", who declared that he conveys and donates and herewith delivers unto:

SYLVIA JOAN PRESSBURG, a femme sole, domiciled in the Parish of Rapides, State of Louisiana, whose permanent mailing address is 2506 Jackson Street, Alexandria, Louisiana;

BERNARD SAMUEL PRESSBURG, married but once and then to Gretchen Peiser Pressburg, with whom he is presently living and residing, a resident of and domiciled in the Parish of East Baton Rouge, State of Louisiana, whose permanent mailing address is 5937 Clematis Drive, Baton Rouge, Louisiana;

hereinafter referred to as the "Donee" in the proportions of an undivided one-eighth (1/8) interest unto each being an undivided one-fourth (1/4) of his interest in and to the following property, located in the Parish of Natchitoches, State of Louisiana, to-wit:

That property described as (1) a tract of land containing 600 acres including approximately 275 acres of sandbar situated in the Parish of Natchitoches and being all of Sections 39, 6, 41, 45, and 88 and (2) Lots 3, 4, and 5 of Section 9 and all that part of Section 8 containing 48.52 acres, being part of a tract formerly known as the John H. Henry Place, all in Township 10 North, Range 7 West, Natchitoches Parish, Louisiana.

Said Donor further declared that this donation is made in consideration of the natural love and affection which he bears for said Donees, and to improve their financial condition.

TO HAVE AND TO HOLD said property unto said Donees, their heirs, and assigns forever, with full subrogation in and to all rights and actions of warranty of said Donor against all former owners and vendors

and free from all encumbrances.

The property herein donated is herein valued by the appearer (See Article 1538 of the Louisiana Civil Code) at the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars and, therefore, the value of the interest therein donated to each Donee is Ten Thousand and No/100 (\$10,000.00) Dollars.

The certificate of mortgage required by Article 3364 of the Louisiana Civil Code is hereby waived and dispensed with by the appearer, who agrees to hold me, Notary, harmless from the nonproduction thereof.

ALSO CAME AND APPEARED Sylvia Joan Pressburg and Bernard Samuel Pressburg who declared unto me, Notary, in the presence of the undersigned competent witnesses, that they accept with gratitude for themselves, their heirs and assigns, the property interest which has been donated to them by Irion D. Nelken, by the foregoing Act of Donation passed before Sam Nelken, Notary Public in and for the Parish of Natchitoches, State of Louisiana, on the 14 day of JANUARY, 1983, and they hereby acknowledge delivery and possession of such interest, which is fully described in said Act of Donation.

IN TESTIMONY WHEREOF, said Sylvia Joan Pressburg and Bernard Samuel Pressburg have signed and executed this act at my office in the Parish of Natchitoches, State of Louisiana, on the date first hereinabove written, in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

[Handwritten signature]

Irion D Nelken

IRION D. NELKEN

John B. Kennedy and

Sylvia Joan Pressburg

SYLVIA JOAN PRESSBURG

Bernard Samuel Pressburg

BERNARD SAMUEL PRESSBURG

[Handwritten signature]
NOTARY PUBLIC

Dec. Conv. Bk. 430, Pg. 744 for Act of Correction, dated 9.24.87 - J. J. Knotts, Jr., Clerk

LEBY L. KNOTTS, JR. CLERK
10th D. C. LOUISIANA
FILED
AUG 13 1987
4:10 PM
BY _____

179131
Conv. Book 429
Pg. 796

S U C C E S S I O N
OF
IRION D. NELKEN

PROBATE DOCKET NO. 10,554-B
TENTH JUDICIAL DISTRICT COURT
NATCHITOCHE PARISH, LOUISIANA

JUDGMENT OF POSSESSION

CONSIDERING the petition for possession and the record of this proceeding, satisfactory proof having been submitted to the Court that all inheritance taxes due and payable by the estate of the decedent, or his heirs at law, have been paid in full, and there is no necessity for any further administration of this succession, the law and evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned,

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. SYLVIA JOAN PRESSBURG and BERNARD S. PRESSBURG are recognized as legatees of the decedent in accordance with the terms of his Last Will and Testament, and as such, sent and placed in possession as owners, in the proportion of an undivided one-half (1/2) interest each, in and to the following described immovable property, to-wit:

An undivided three sixteenths (3/16ths) interest in and to the following:

A tract of land containing approximately 600 acres, including approximately 275 acres of sandbar situated in the Parish of Natchitoches, and being all of Sections 39, 6, 41, 45 and 88; and Lots 3, 4 and 5 of Section 9, and all that part of Section 8, containing 48.52 acres, being part of a tract formerly known as the John Henry Place, all in Township 10 North, Range 7 West, Natchitoches Parish, Louisiana.

2. SYLVIA JOAN PRESSBURG is the owner of that certain Certificate of Deposit # CD 4258258 at Progressive Federal Savings Bank;

3. BERNARD S. PRESSBURG is the owner of that certain Certificate of Deposit # CD 4258266 at Progressive Federal Savings Bank.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that SAMUEL NELKEN, CATHERINE NELKEN BIENVENU, SARAH ELIZABETH NELKEN WOODYARD and DOROTHY

NELKEN OWEN are hereby recognized as legatees under the terms and conditions of the Last Will and Testament of the decedent, and as such sent and placed in possession of the following movable property, to-wit:

4. SARAH ELIZABETH (Betty) NELKEN WOODYARD:

- a) Account No. 1-10919-8 in the name of Irion Nelken or Betty Nelken Woodyard; at Progressive Federal Savings Bank;

5. DOROTHY NELKEN OWEN:

- a) Account No. 1-10878-5 in the name of Irion D. Nelken or Dorothy Nelken Owen at Progressive Federal Savings Bank;

6. CATHERINE NELKEN BIENVENU:

- a) Account No. 1-10960-6 in the name of Irion D. Nelken or Catherine N. Bienvenu at Progressive Federal Savings Bank;

7. SAMUEL NELKEN:

- a) Certificate of Deposit No. 4260473 in the name of Irion D. Nelken or Sam Nelken at Exchange Bank & Trust Company;

8. SAMUEL NELKEN, CATHERINE NELKEN BIENVENU, SARAH ELIZABETH

NELKEN WOODYARD, DOROTHY NELKEN OWEN, SYLVIA JOAN PRESSBURG and BERNARD

S. PRESSBURG, are hereby recognized as the owners of and sent and placed in possession, in the proportion of an undivided one-sixth (1/6) interest each, in and to the following;

The following Certificates of Deposit in the name of Irion D. Nelken, at Exchange Bank & Trust Company, Natchitoches, LA

- CD 4256867
- CD 4259637
- CD 4851404

Super Now Checking Account No. 15004150 in the name of Irion D. Nelken c/o Betty Woodyard.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all Banks, Savings & Loan Associations, corporations, trust companies, or any person whomsoever having on deposit any monies, stocks, bonds or properties belonging

to the estate of the decedent IRION D. NELKEN, delivery and pay-over same to the legatees of the decedent in the proportions as hereinabove set forth.

JUDGMENT RENDERED AND SIGNED in Chambers at Natchitoches, Parish of Natchitoches, Louisiana, this 18th day of August, 1987.

John B. Whit
JUDGE

FILED
CLERK OF DISTRICT COURT

179399
Com. Book 430
Pg. 744

SEP 24 4 27 PM '87

Machelle Dowden
BY *[Signature]* CLERK

S U C C E S S I O N

PROBATE NUMBER: 10,554-B

OF

TENTH JUDICIAL DISTRICT COURT

IRION D. NELKEN

NATCHITOCHES PARISH, LOUISIANA

MOTION TO CORRECT
CLERICAL ERROR IN JUDGMENT

ON Motion of Marvin F. Gahagan, attorney of record for this succession and on suggesting to the Court that the Judgment of Possession rendered in this cause on August 18, 1987, contains certain clerical errors, and that Mover desires to have said clerical errors corrected and entered into the record of this proceeding,

IT IS ORDERED that the property description contained in said Judgment be corrected as follows:

Line 3 should read:

"A tract of land containing approximately 600 acres; AND approximately 275 acres of sandbar ..."

Item 2 should read:

SYLVIA JOAN PRESSBURG is the owner of that certain Certificate of Deposit #CD 4258258 at Exchange Bank & Trust Company;

Item 3 should read:

BERNARD S. PRESSBURG is the owner of that certain Certificate of Deposit #CD 4258266 at Exchange Bank & Trust Company.

JUDGMENT RENDERED AND SIGNED at Natchitoches, Natchitoches Parish, Louisiana, this 23rd day of September, 1987.

John A. Whit
J U D G E

Respectfully submitted:

GAHAGAN & GAHAGAN

BY: *Marvin F. Gahagan*
Marvin F. Gahagan
Post Office Box 70
Natchitoches, LA 71457

6/13/81
June

I Friend D. Nelson do make my last will and testament. At my death I desire that all my just debts be paid.

177527
Donor Book 423
Pg. 660

To the four children of my brother Sylvan W. Nelson I leave all my interest in that piece of property held by the Estate of S. Nelson, sometime known as the ~~Henry~~ ^{Henry} place and containing roughly one thousand acres, in ward one of Natchitoches.

FILED
NOTARY PUBLIC
JUN 28 11 24 AM '81
J. H. WOOD

The four said children being Sarah E. Nelson Woodard, Catherine Nelson Brimmon, Dorothy A. Nelson - Co. and Sam Nelson.

To my nephew Bernard S. Pressburg of Baton Rouge La and my niece Sylvia Jean Pressburg of Alexandria I leave all my interest in that piece of property held by the estate of S. Nelson in ward four of Natchitoches Parish and containing roughly six hundred and fifty acres and sometimes known as the Henry Place.

Friend D. Nelson

Page 2 - June 13th 1981

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Any Money Market certificates, U.S. Treasury notes or "E" Bonds go to those persons whose names are written on them or who have been named as co-owners.

The money left in my checking account is to be used by my executors to pay my debts and expenses. This account is in the Exchange bank of Natchitoches, La.

If there is any money left in said checking account it will be ~~be~~ equally divided between my 4 neices and 2 nephews.

Fiona D. Nollken

Natchitoches, La.

Page III

June 6/13/81 662

To my nephew Sam Melken I leave my
stocks in the Exchange Bank of Natchitoches, La.

Ernest D. Melken

Page IV June 6/13/81

663

As executors of my will I appoint
my niece Sarah Nelson Woodyard
and Catherine Nelson Bienenwurm and
my brother Sylvan W. Nelson to
serve with full seizin and with out
bond.

In the case of my grand nephews,
Samuel William Nelson and George
Finn Nelson I direct that any Bonds,
stocks or certificates vested to them
by me be held by my executors until
such time as they, before or after they
reach their majority, that said
executors ~~may~~ deem it wise or
necessary to place said requests in
their hands in full or in part.

This will is entirely written and
signed by me in my own hand writing
and dated June thirteenth 1981,

Finn D. Nelson

Codical to my will

Dec 2^d 1982

664

After all of my just debts have been paid, I bequeath one seventh of my unmarked or unclaimed funds to each of the following named persons.

John B Woodyard II
Deborah W. Nelson
Steven N. Piensen
Elizabeth A. Piensen
Patricia B Franklin
Michael S. Owen
Carol L. Owen

Irvin D. Nelson

RECEIVED AND FILED
LOUIE BERNARD
CLERK OF COURT

194366
Conv. Book 482
Pg. 710

MAY 11 3 43 PM '93
STATE OF LOUISIANA
BY *Sylvia Cokerell*
PARISH OF NATCHITOCHEES
NATCHITOCHEES PARISH, LA

VOLUNTARY PARTITION OF IMMOVABLE PROPERTY

BE IT KNOWN that on the dates, at the places and in the presence of the undersigned Notaries Public and competent witnesses hereinafter named and undersigned, personally came and appeared:

SAMUEL NELKEN, a single man over the age of majority;
MRS. SARAH ELIZABETH NELKEN WOODYARD and her husband,
JOHN B. WOODYARD;
MRS. CATHERINE NELKEN HENRY and her husband, DOUGLAS
HENRY, SR.; and
MRS. DOROTHY ANN NELKEN OWEN and her husband, THOMAS E.
OWEN, hereafter termed the "Nelken Group" and

BERNARD SAMUEL PRESSBURG, herein represented by his wife,
Gretchen P. Pressburg, by virtue of a General Power of Attorney
a certified copy of which is attached hereto and
made a part hereof; GRETCHEN P. PRESSBURG, individually,
and SYLVIA JOAN PRESSBURG, hereafter termed the "Pressburg
Group"

who declared as follows:

The Nelken Group and the Pressburg Group are the owners in indivision of two tracts of immovable property located in Natchitoches Parish, Louisiana, which they refer to as the "Red River Property" and the "By-Pass Property", the full legal descriptions of which are hereafter detailed.

The Nelken Group and the Pressburg Group are no longer willing to own said tracts in indivision, and accordingly have agreed to a voluntary partition in kind involving said lands.

The Nelken Group takes and receives as their fair share of the property being partitioned the tract known as the "By-Pass Property" which is described on Exhibit "A" attached hereto and made a part hereof.

AND NOW, in order to vest full and complete legal title to the said "By-Pass Property" the Pressburg Group does hereby convey, transfer, set-over and deliver with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto the Nelken Group, all of the Pressburg Group's undivided right, title and interest in said tract.

Row within deed.

(15)

See Conv. Book 497 pg 538 for Certificate of Voluntary Partition of Immovable Property & Declaration Made 11-21-94 Evelyn M. Jones, Dy

The Pressburg Group takes and receives as their fair share of the property being partitioned the tract known to them as the "Red River Property", which is fully described on Exhibit "B" attached hereto and made a part hereof.

AND NOW, in order to vest full and complete legal title to the said "Red River Property" the Nelken Group does hereby convey, transfer, set-over and deliver with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto the Pressburg Group all of the Nelken Group's undivided right, title and interest in said tract.

The sandbar attached to the "Red River Property" which lies between the boundary line above described and Red River, (said boundary being fully shown on a plat of survey by Glen Cannon dated March 19, 1993; a copy of which is annexed hereto and made a part hereof) is herein conveyed in its entirety to SAMUEL NELKEN.

For an adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Pressburg Group and the Woodyards, the Henrys and the Owens of the Nelken Group do hereby sell, convey, transfer, set over and deliver to SAMUEL NELKEN, a singe man, with full warranty of title and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property conveyed, all their right, title and interest in and to said Sandbar property, together with a predial servitude of passage measuring 60 feet wide, running from the black top public road at the North end of the tract received by the Pressburg Group across said tract and running in a Westerly direction towards Red River until it reaches the center line of the Levee in order to furnish Samuel Nelken, his heirs, successors and assigns full rights of ingress and egress to his sandbar property.

The net result of this partition and conveyance is the following:

1. The Nelken Group now holds a full and complete title to the "By-Pass Property" above described in equal indivision - 1/4 to Sam Nelken; 1/4 to the Woodyards; 1/4 to the Henrys and 1/4 to the Owens;

2. The Pressburg Group now holds a full and complete title to the "Red River Property", less and except the sandbar property, in equal indivision, subject to the servitude of passage granted to Samuel Nelken as fully described above - 1/2 to Bernard S. Pressburg and his wife, and 1/2 to Sylvia Joan Pressburg;
3. Samuel Nelken now holds a full and complete title to the sandbar property above described, with rights of ingress and egress to and from said sandbar property via the servitude of passage above described, which is 60 ft. wide at the Northern end of the Pressburg property. This servitude shall run with the land and is a predial servitude within the meaning of LACC Art. 646, et seq.

All parties declared that they are fully satisfied with this partition which is completely voluntary on their part; that the Nelken Group has received their fair share of the property being partitioned; that the Pressburg Group has received their fair share of the property being partitioned; that no exchange of money or other consideration is to be made (except for the consideration for the sandbar property purchased herein by Samuel Nelken); and that this Voluntary Partition is final and complete. However, all parties agree to execute any future instruments reasonably necessary to correct any errors or omissions in the attached property descriptions as may be shown by any accurate current surveys.

THUS DONE AND SIGNED in my Notarial Office in the City and Parish of Natchitoches, Louisiana, on the 7th day of May, 1993, after due reading of the whole.

WITNESSES:

Karen Couville Samuel Nelken
SAMUEL NELKEN

[Signature]

Laurel S. Johnson, Jr.
NOTARY PUBLIC

THUS DONE AND SIGNED in the County of Bexar, State of Texas, in the presence of me, Notary, and the undersigned competent

witnesses on the 30th day of April, 1993, after due reading of the whole.

WITNESSES:

Donna J. John

Sarah Elizabeth Nelken Woodyard
SARAH ELIZABETH NELKEN WOODYARD

Ronie S. Gott

John B. Woodyard
JOHN B. WOODYARD

Catherine Nelken Henry
CATHERINE NELKEN HENRY

Douglas Henry Sr.
DOUGLAS HENRY, SR.

Dorothy Ann Nelken Owen
DOROTHY ANN NELKEN OWEN

Thomas E. Owen
THOMAS E. OWEN

Catherine E. Becker

NOTARY PUBLIC in and for the County of
Bexas, State of Texas

My commission expires: 3/30/96



CATHERINE E. BECKER
Notary Public, State of Texas
My Commission Expires 03/30/96

THUS DONE AND SIGNED in my Notarial Office in the Parish of
East Baton Rouge, Louisiana, in the presence of me, Notary, and the
undersigned competent witnesses on the 14th day of
April, 1993, after due reading of the whole.

WITNESSES:

Lisa Averett

BERNARD SAMUEL PRESSBURG

BY: Gretchen P. Pressburg
GRETCHEN P. PRESSBURG - Agent

Katherine H. Welch

Gretchen P. Pressburg
GRETCHEN P. PRESSBURG -
Individually

[Signature]
NOTARY PUBLIC

THUS DONE AND SIGNED in the Parish of Rapides,
Louisiana, in the presence of me, Notary, and the undersigned
competent witnesses on the 15th day of April,
1993 after due reading of the whole.

WITNESSES:

Johanna M. Horn

Sylvia Joan Pressburg
SYLVIA JOAN PRESSBURG

Carol S. Lask

Seroma P. Horn
NOTARY PUBLIC

That certain tract of land located in Sections 56, 57, 83, 84, 86 and 89, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, being fully shown on that certain Plat of Survey entitled "Lands of S. Nelken Estate" made by A. J. Brouillette, Registered Land Surveyor, dated December 11, 1972, recorded in Map Book I, Page 554, of the records of Natchitoches Parish, Louisiana, and containing 1,165.19 acres, more or less.

LESS AND EXCEPT THE FOLLOWING:

1. Deed to E. W. "Dub" Robertson dated March 23, 1973, recorded at Conveyance Book 310, Page 791, containing 4.44 acres;
2. Deed to Dr. Jerry Ferguson dated May 10, 1973, recorded at Conveyance Book 311, Page 619, containing 2.065 acres;
3. Deed to Martin-Goldberg, Inc. dated July 9, 1976 recorded at Conveyance Book 330, Page 490;
4. Deed to John B. Bacon recorded October 22, 1976 at Conveyance Book 332, Page 280;
5. Deed to City of Natchitoches recorded June 24, 1977 in Conveyance Book 337, Page 92;
6. Deed to Martin-Goldberg, Inc. recorded August 8, 1977 in Conveyance Book 338, Page 61;
7. Deed to A. J. Brouillette recorded May 6, 1978, in Conveyance Book 343, Page 871;
8. Tract sold to Samuel Nelken containing 9.28 acres, in Sections 74, 75, 76, and 87, Township 9 North, Range 7 West, bounded South and West by Bayou Boulet, North by the Highway and East by Listach, as shown on Plat in Conveyance Book 407, Page 343.

SUBJECT TO:

1. Boundary Agreements with Rollie Raymond recorded at Conveyance Book 317, Page 664 and 310 Page 733;
2. Act of Exchange with City of Natchitoches recorded at Conveyance Book 312, Page 822;
3. Act of Exchange with Nora Listach recorded at Conveyance Book 319, Page 569;
4. Servitude or easement granted to City of Natchitoches by Act recorded at Conveyance Book 335, Page 441;
5. Servitude or easement granted to City of Natchitoches by Act recorded at Conveyance Book 346, Page 861;
6. Servitude or easement granted to City of Natchitoches by Act recorded at Conveyance Book 346, Page 867;
7. Servitude or easement granted to City of Natchitoches by Act recorded at Conveyance Book 379, Page 456;

EXHIBIT "A"

BY-PASS PROPERTY

Samuel Nelken
 SAMUEL NELKEN
 SARAH ELIZ 5TH NELKEN WOODYARD
Sarah Elizabeth Nelken Woodyard

John B. Woodyard
JOHN B. WOODYARD

Catherine Nelken Henry
CATHERINE NELKEN HENRY

Douglas Henry Sr.
DOUGLAS HENRY, SR.

Dorothy Ann Nelken Owen
DOROTHY ANN NELKEN OWEN

Thomas E. Owen
THOMAS E. OWEN

THE PRESSBURG GROUP:

BERNARD SAMUEL PRESSBURG

BY: Gretchen P. Pressburg
GRETCHEN P. PRESSBURG - Agent

Gretchen P. Pressburg
GRETCHEN P. PRESSBURG -
Individually

Sylvia Joan Pressburg
SYLVIA JOAN PRESSBURG

EXHIBIT "B"

RED RIVER PROPERTY

A certain tract of land containing 548 acres, more or less situated in Natchitoches Parish, Louisiana, and being all of Sections 39, 6, 41, 45 and 88 and Lots 3, 4, and 5 of Section 9 and all that part of Section 8 containing 48.52 acres, all lying in Township 10 North, Range 7 West, and being bounded on the North by property of Blewer; South by property of DeBlieux; West by Red River and East by U. S. Highway No. 71. This tract was formerly known as the "John H. Henry Place", and a portion known as the "Baxter Plantation"

LESS AND EXCEPT:

That portion of said tract which constitutes the sandbar on Red River, being all that land lying West of that certain boundary line shown on a Plat of Survey made by Glenn L. Cannon dated March 19, 1993, a copy of which is annexed hereto and made a part hereof; and on which plat said boundary line is shown running between Point "A" on the North in a Southerly direction to Point "B" and thence to Point "C". Said boundary line tracks the center line of the levee from the North and thence runs in a Southerly direction to its intersection with the center line of Louisiana Hwy 486; which is Point "B" on said plat; and said boundary line thence continues running in a Southerly direction along the center line of said highway to its intersection with the Section line dividing Sections 41 and 42, which is the Southern boundary of the Nelken-Pressburg property and the Northern Boundary of the DeBlieux Property.

Samuel Nelken
SAMUEL NELKEN

Sarah Elizabeth Nelken Woodyard
SARAH ELIZABETH NELKEN WOODYARD

John B. Woodyard
JOHN B. WOODYARD

Catherine Nelken Henry
CATHERINE NELKEN HENRY

Douglas Henry, Sr.
DOUGLAS HENRY, SR.

Dorothy Ann Nelken Owen
DOROTHY ANN NELKEN OWEN

Thomas E. Owen
THOMAS E. OWEN

BERNARD SAMUEL PRESSBURG

BY: Gretchen P. Pressburg
GRETCHEN P. PRESSBURG - Agent

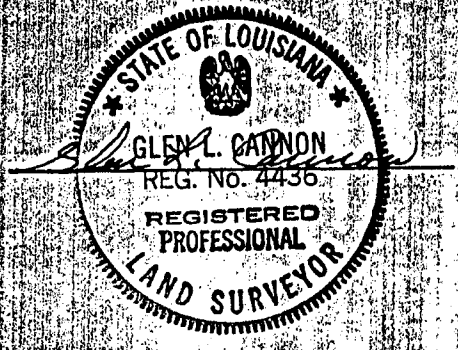
Gretchen P. Pressburg
GRETCHEN P. PRESSBURG -
Individually

Sylvia Joan Pressburg
SYLVIA JOAN PRESSBURG

THIS POINT INDICATED BY BILLY D. CROW TO BE POINT "B" ON SURVEY BY GAENNIE HYAMS FOR E. P. BROWN AND CLARA BROWN.



SURVEY IN SECTIONS 39 AND 41, T10N - R7W, NATCHITOCHEES PARISH, LA.
 FOR SAM NELKEN
 DATE MARCH 19, 1993
 SCALE 1" = 400'



GLEN L. CANNON
 R.P.L.S. No. 4436

TRAVERSE OF LEVEE

| | | |
|-------|----------|---------|
| A-1 | S78°33'E | ~ 121.9 |
| 1-2 | S71°39'E | ~ 94.7 |
| 2-3 | S49°56'E | ~ 127.9 |
| 3-4 | S44°14'E | ~ 536.0 |
| 4-5 | S41°18'E | ~ 275.5 |
| 5-6 | S46°14'E | ~ 146.2 |
| 6-7 | S35°05'E | ~ 345.9 |
| 7-8 | S11°34'E | ~ 141.0 |
| 8-9 | S8°00'E | ~ 458.4 |
| 9-10 | S4°55'E | ~ 695.8 |
| 10-11 | S9°23'E | ~ 115.8 |
| 11-B | S36°47'E | ~ 136.1 |

NOTES:

- = IRON ROD SET
- REFERENCE SURVEYS
- A. FOR E. P. & CLARA BROWN DATED NOV. 1949 BY GAENNIE HYAMS
- B. FOR DELOYCE BLEWER DATED OCT. 3, 1984 BY BILLY D. CROW
- C. 0.91 ACRE TRACT DATED APRIL 18, 1989 BY R. E. W. BREEDLOVE, JR.

B-C SOUTHERNLY ALONG CENTERLINE OF HIGHWAY

POINT OF INTERSECTION OF CENTERLINE OF HIGHWAY AND SECTION LINE

SECTION LINES SCALED 1/4"

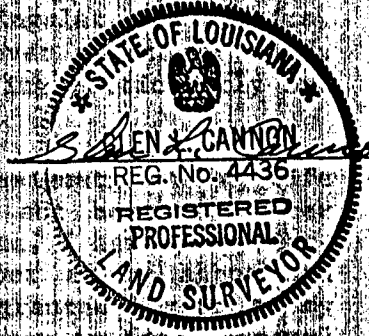
THIS POINT INDICATED BY BILLY D. CROW TO BE POINT "B" ON SURVEY BY GAIENNE HYAMS FOR E. P. BROWN AND CLARA BROWN.

STATE OF LOUISIANA
PARISH OF NATCHITOCHE

SECTION 38
SECTION 39

SURVEY IN SECTIONS 38 AND 41, T10N - R7W, NATCHITOCHE PARISH.

FOR: SAM NELKEN
DATE: MARCH 19, 1993
SCALE: 1" = 400'



GLEN L. CANNON
R.P.L.S. No. 4436

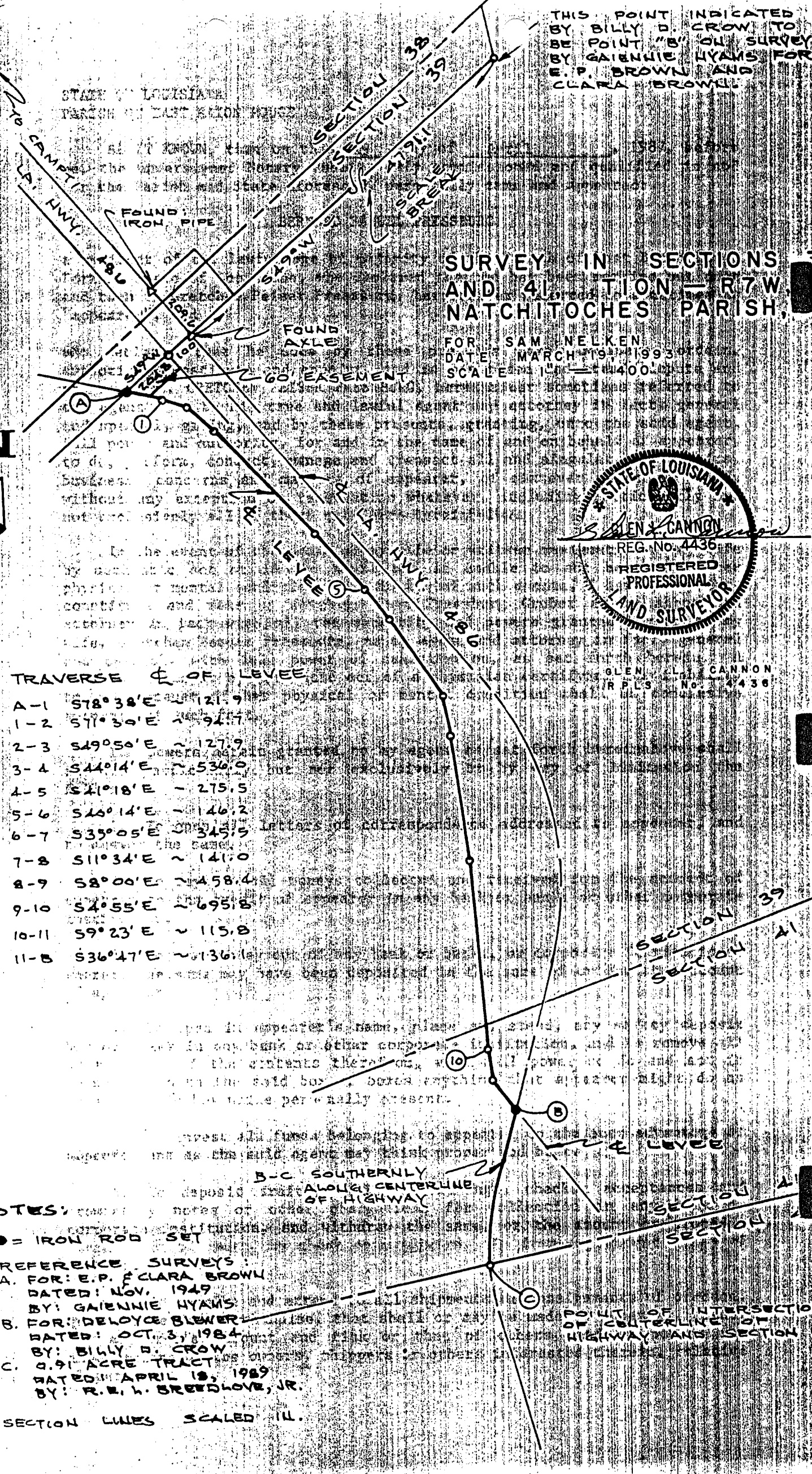
TRAVERSE OF LEVEE

| | | |
|-------|----------|---------|
| A-1 | S78°38'E | ~ 121.9 |
| 1-2 | S77°30'E | ~ 94.7 |
| 2-3 | S49°50'E | ~ 127.9 |
| 3-4 | S44°14'E | ~ 536.0 |
| 4-5 | S41°18'E | ~ 275.5 |
| 5-6 | S46°14'E | ~ 146.2 |
| 6-7 | S35°05'E | ~ 345.5 |
| 7-8 | S11°34'E | ~ 141.0 |
| 8-9 | S8°00'E | ~ 458.4 |
| 9-10 | S4°55'E | ~ 695.8 |
| 10-11 | S9°23'E | ~ 115.8 |
| 11-B | S36°47'E | ~ 136.1 |

B-C SOUTHERNLY ALONG CENTERLINE OF HIGHWAY

- NOTES:**
- = IRON ROD SET
 - REFERENCE SURVEYS:
 - A. FOR: E.P. & CLARA BROWN DATED: NOV. 1949 BY: GAIENNE HYAMS
 - B. FOR: DELOUCE BLEWER DATED: OCT. 3, 1984 BY: BILLY D. CROW
 - C. 0.91 ACRE TRACT DATED: APRIL 18, 1989 BY: R.E. W. BREEDLOVE, JR.
 - SECTION LINES SCALED 1/4".

POINT OF INTERSECTION OF CENTERLINE OF HIGHWAY AND SECTION



STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 29 day of April, 1987, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

BERNARD SAMUEL PRESSBURG

a resident of the lawful age of majority of the Parish of East Baton Rouge Parish, State of Louisiana, who declared that he has been married but once and then to Gretchen Peiser Pressburg, hereinafter referred to sometimes as "appearer", and

who declared that he does by these presents make, nominate, ordain, authorize, constitute and appoint, and in his place and stead, depute and put my wife, GRETCHEN PEISER PRESSBURG, hereinafter sometimes referred to as "agent", to be his true and lawful agent and attorney in fact, general and special, giving, and by these presents, granting, unto the said agent, full power and authority, for and in the name of and on behalf of appearer, to do, perform, conduct, manage and transact all and singular, the affairs, business, concerns and matters of appearer, of whatever nature or kind, without any exception or reservation whatever, including particularly but not exclusively all of those set forth hereinbelow.

In the event of the death of my wife or written resignation of my wife by authentic act or in the event she is unable to act because of her physical or mental condition, then in any of such events, I hereby appoint, constitute and make my daughter Jean Pressburg Gruber as my agent and attorney in fact with all the authority and powers granted herein to my wife, Gretchen Peiser Pressburg, as my agent and attorney in fact, general and special, with full power of substitution, as set forth herein. A written statement by authentic act of a physician certifying her inability to act because of her physical or mental condition shall be conclusive evidence of such fact.

The powers herein granted to my agent as set forth hereinabove shall include particularly but not exclusively or by way of limitation the following:

1. To open all letters of correspondence addressed to appearer, and to answer the same.
2. To deposit all moneys collected and received for the account of appearer to the credit of appearer in any bank or banks or other corporate institution.
3. To draw money out of any bank or banks, or corporate institutions, wherein the same may have been deposited in the name of or for the account of appearer.
4. To open in appearer's name, place and stead, any safety deposit box or boxes in any bank or other corporate institution, and to remove all or any part of the contents therefrom, with full power to do and act in connection with the said box or boxes anything that appearer might do as owner of said box while personally present.
5. To invest all funds belonging to appearer to the best advantage of appearer and as the said agent may think proper and best.
6. To deposit drafts, bills of exchange, checks, acceptances and promissory notes or other obligations for collection in any bank or corporate institution, and withdraw the same, or the amount or proceeds thereof, at pleasure, by check or otherwise. To draw and accept bills of exchange.
7. To receive and attend to all shipments or consignments of produce, goods, wares or merchandise, that shall or may be made to appearer, either for appearer's account and risk or that of others, and to pursue the instructions of the owners, shippers or others interested therein, relative thereto.

8. To receive and acknowledge notices of protest of all or any bills, drafts and promissory notes, to which appearer may be a party.

9. To sell and transfer all or any shares of the capital stock of any corporation owned by appearer, and to receive and receipt for the sale price or proceeds therefrom and the dividends due, or to become due thereon.

10. Attend all or any meetings of creditors wherein the said appearer may be interested, to vote in appearer's name on all questions or matters that may be submitted to such meetings, to attend all or any meetings of the stockholders of any corporation in which the said appearer may own stock or be interested, to vote or execute proxies in favor of others, and to vote in the name of appearer on all questions or matters that shall or may be submitted at such meeting.

11. To pledge and pawn all or any part or parts of the property of appearer, and particularly all or any shares of stock in any corporation owned by appearer; to make and give a note or notes which may be necessary, from time to time, for the renewal of the same; and to renew, extend or waive prescription on the same.

12. To grant, bargain, sell, convey, transfer, assign and deliver, with full guaranty of title and with complete transfer and subrogation to all rights and actions of warranty against all former owners and vendors to any person or persons, firm, or corporation, all or any part of the immovable, movable, corporeal, incorporeal, or mixed property of appearer, wherever situated, for such price and upon such terms and conditions, as the said agent may deem proper; to receive the price of such sales and to grant receipt and acquittance therefor, including particularly, but not by way of exclusion or limitation, any and all property located in any Parish in the State of Louisiana or in any other State of the United States of America.

13. To buy and purchase all property of any kind, movable or immovable, corporeal or incorporeal or mixed, wheresoever situated, in the name of and for the account of appearer for such price and upon such terms and conditions as agent may deem proper; to pay the price therefor, and to sign and execute all acts, deeds and documents which the said agent deems proper.

14. To borrow money from and contract loans with any bank(s), homestead(s), insurance company(ies) or other financial institution(s) on the notes or obligations of the said appearer drawn by appearer or by the said agent or those of others which shall or may come into the hands of the said agent for the use of the said appearer; to receipt for the proceeds of such loans and borrowed money; to execute notes or obligations from time to time for the renewal of all or any part or parts thereof; and to bind appearer by acknowledgment of debt, promises to pay and engagements of all kind.

15. To encumber, hypothecate or mortgage, upon such terms and conditions and subject to such clauses, procedures for executory process, waivers and releases, including any homestead exemption to which appearer may be entitled, as the said agent, in the agent's sole discretion deem proper, all or any part or parts of the property belonging to appearer, movable, immovable or mixed, wherever situated, including particularly, but not by way of exclusion or limitation, any property situated in any Parish in the State of Louisiana or in any other State of the United States of America.

16. To consent and agree to all privileges, mortgages and pledges in favor of or against appearer that may be required and necessary.

17. To consent to the erasure and cancellation of all mortgage and privilege inscriptions in favor of or against appearer.

18. To lease, let or hire, for such time and for such price, and upon all such terms and conditions as the said agent deems proper, all or any

part of the property belonging to appearer; and to receive and receipt for the consideration paid therefor as the same fall due.

19. To make and execute oil, gas and mineral leases, on any property of appearer or in which appearer may have an interest, on such terms and conditions as said agent shall deem proper in the agent's sole and uncontrolled discretion, and to receive and receipt for the bonuses, rents and proceeds thereof, including royalties, as the same shall fall due, to make and execute mineral and royalty deeds either selling or buying mineral or royalty rights, and for the full execution of the purposes aforesaid, to make, sign and execute, in the name of appearer, all acts, whether of sale, mortgage, lease, release, contract, compromise, covenant, deed, assignment, agreement, division order or otherwise, that shall or may be requisite or necessary, and containing such terms, conditions and provisions as said agent shall deem proper and bind appearer thereby as firmly as if the same were or had been appearer's own proper acts and deeds; to make and execute all other contracts relating to minerals, including unitization and pooling agreements, for the exploration and development of oil, gas, salt, sulphur, and other minerals, or any of them, in and under any of the properties of appearer, upon such terms and conditions and for such consideration as the said agent may deem proper.

20. To put an end to leases and give the necessary notices to vacate according to law; and to make all repairs necessary for the preservation of the property of appearer.

21. To make and execute in the name of and on behalf of appearer acts of donation inter vivos of appearer's property, corporeal and incorporeal, movable and immovable, and mixed, wherever situated, including particularly but not exclusively the property of appearer located in the State of Louisiana, to one or more of appearer's children, or to their descendants, which power specifically includes the power to make donations inter vivos to said agent(s) and to the descendants of said agent(s); provided, the donations in the judgment of said agent will not materially impair the financial condition of appearer and will not deprive appearer of sufficient funds to provide for the normal needs for appearer's support.

22. To represent appearer, judicially or otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which appearer may be or become interested.

23. To apply for the administration of all successions or estates in which appearer may be interested and to demand, obtain and execute all orders, decrees and judgments as appearer deems proper, and finally to settle, compromise and liquidate the same and to receive and receipt for all property to which appearer may be entitled in respect of said successions or estates; to accept a succession unconditionally or with benefit of inventory; to accept a bequest; to reject, renounce or disclaim a bequest or a succession, in whole or in part; to sue for a partition in all matters in which appearer may be appointed.

24. To ask, demand, have, take, sue for, and by all lawful ways and means to recover and receive of, and from, all and every person, firm or corporation, all and every such sum and sums of money, goods, debts, property and effects whatsoever, as now is or are or may hereafter be, in his, her, its or their custody or possession, due or owing, coming or belonging to appearer, whether by bond, bill, note, book-debt, account, consignment, bequest, or for or by what other person or means so ever, and to that end, with whom it may concern, to adjust, compromise and settle all accounts, and, upon recovery and receipt in the premises, to make and give good and sufficient discharges and acquittances; to refer any matter to arbitration; to make a transaction in matters of litigation; and in general where things to be done are not merely acts of administration, or such as facilitate such acts.

25. To appear before all courts of law, admiralty and equity, there to do, prosecute and defend as occasion shall require, or to compromise, compound and agree in the premises, by arbitration or otherwise, as the said agent shall deem proper; also to apply for and obtain all and any

attachments, sequestrations, injunctions and appeals, give the requisite security and sign necessary bonds.

26. To sign, execute and deliver in the name and on behalf of appearer all reports, returns, petitions and other instruments of every kind, nature and description that may be due or required by the government of the United States of America and of the State of Louisiana, and of any branch, department, political subdivision, or agency of either the said United States of America or the State of Louisiana, and of any political subdivision, bureau, department or agency thereof, including particularly, but not by way of exclusion or limitation, the filing of tax returns for all Federal and State taxes, protests in connection therewith, claims for refund and all such other instruments as agent may deem proper or which may be required to be filed by or on behalf of appearer by the Treasury Department of the United States and any bureau and official thereof, in all matters pertaining to income, gift, estate and other taxes and returns and reports in connection therewith, heretofore or hereafter filed by or on behalf of appearer; to examine and obtain copies of any and all statements and other documents and receive letters and other communications from the Internal Revenue Service and the Treasury Department with reference thereto; to execute waivers and to enter into compromise settlements and agreements; to attend to all custom house business for account of appearer and generally to do, execute and perform all acts and things necessary or conferred in the premises with full power of substitution and revocation, hereby ratifying and confirming all that the said agent and his substitute shall do or cause to be done by virtue hereof, and agent is hereby granted the same authority and power to act and to represent appearer before the Department of Revenue and any bureau and official or other agency or political subdivision of the State of Louisiana.

27. To sign and execute in the name of and on behalf of appearer, all bonds, checks, payments and other disbursements made by the Treasury Department or any other agency or bureau of the United States, including particularly, but not by way of limitation or exclusion, United States Treasury bonds in any series or denomination, refund checks for income or other taxes and social security checks.

28. To act for appearer and be appearer's substitute in all cases wherein agent may be appointed the agent or attorney of others.

29. To authorize any medical attention and treatments, which may be required, recommended or desirable in connection with the health and welfare of appearer, including particularly but not exclusively the power to authorize surgery, including particularly but not exclusively major or minor surgery, inoculations, injections, skeletal manipulations, and any other acts, procedures, or treatments for any other circumstance which may require medical attention. In connection with any such action or authorization performed by said agent, appearer does agree to hold said agent harmless and indemnify the said agent against any loss or damage said agent might sustain as a result of having exercised the powers and authorities granted herein.

30. To employ at the cost of appearer a corporate fiduciary to handle any and all books and records and ministerial duties relating to the business affairs of appearer.

31. To create a revocable trust in the name and on behalf of appearer as the settlor for the benefit of appearer as the income and principal beneficiary of such trust, with an individual or a bank, as the trustee, and to transfer and deliver to the trustee of such trust all or any portion of the property of appearer, corporeal, incorporeal, movable and immovable wheresoever situated, or to employ an individual or bank to handle and manage all or any portion of the property, corporeal, incorporeal, movable and immovable of appearer, as a substitute for said agent(s) appointed herein, and to pay reasonable fees to the trustee or substitute agent for services as trustee or substitute agent out of the funds of appearer.

32. And, generally, for the full execution of the purposes aforesaid, the said agent is hereby authorized and empowered to do and perform, and to

7

make, sign and execute in the name of appearer, any and all acts and instruments of writing, that shall or may be requisite, necessary or desirable and bind appearer thereby as firmly as if the said acts were, or had been, appearer's own proper acts and deeds; and, also, to do and perform all and every other act, matter and thing whatsoever conducive to the interest of appearer, whether the same be an act of administration, merely, or an act of alienation, as shall or may be requisite, necessary, or desirable, touching or concerning the affairs, business, assets and concerns of appearer, as fully, completely and effectively, and to all intents and purposes with the same validity, as if all and every such act, matter and thing, were, or had been, herein particularly stated, expressed, and especially provided for, or as appearer could or might do if personally present; also with full power of substitution and revocation in favor of said agent, or each of them if there be more than one.

33. Appearer does hereby ratify and confirm all and whatsoever the agent or the agent's substitute shall lawfully do, or cause to be done by virtue of this act of procuration.

This Power of Attorney shall be effective until revoked, and in the absence of actual knowledge of death or revocation on the part of the parties concerned, dealing on the faith of this Power of Attorney, it shall not be revoked in any fashion, even by appearer's death, until notice of such death or revocation is placed of record in the office of the Clerk of Court for (1) the Parish of appearer's domicile and (2) in the case of reliance on the Power of Attorney in dealing with immovable property, the Parish where the immovable property is located. The act of revocation shall be in writing, signed by appearer, in the form of an authentic act or an act under private signature, duly acknowledged.

Whenever the singular is used in this power of attorney, it shall also include the plural, and the term "appearer" or "appearers" shall apply to each appearer and each appearer individually, if there is more than one. If there is more than one agent named herein, each agent shall have the power and authority to act individually in all matters unless it is specifically stipulated herein to the contrary. The masculine shall include the feminine and the feminine the masculine, and the neuter shall apply to both.

"Corporate institutions" wherever used herein, shall include particularly, but not by way of limitation or exclusion, all business corporations of every kind, nature or description, wheresoever situated, and all financial corporations and institutions of every kind, nature and description, wheresoever situated, especially state and national banks and state and federal building and savings and loan associations.

THUS DONE AND PASSED in multiple originals, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the appearer and me, Notary, after due reading of the whole.

WITNESSES:

James A. Denton

Bernard Samuel Pressburg
Bernard Samuel Pressburg

Cora B. Shawcross

James A. Denton
Notary Public

RECEIVED AND FILED
L. B. BERNARD
CLERK OF COURT

198909
Conso Book 497
Pg. 538

Nov 21 10 43 AM '84

BY Evelyn Moses, CLERK
NATCHITOCHEES PARISH, LA

**RATIFICATION OF VOLUNTARY PARTITION OF IMMOVABLE PROPERTY
AND QUITCLAIM DEED**

BE IT KNOWN, that before each of the Notaries Public as shown by their jurats; hereinbelow personally came and appeared;

The CATHERINE NELKEN BIENVENU GRANTOR TRUST herein represented by its duly authorized and undersigned co-Trustees, STEVEN NELKEN BIENVENU, ELIZABETH ANN BINEVENU, AND PATRICIA RENEE BIENVENU FRANKLIN (TIN 74-6372040), with a mailing address of 16202 Deer Crest, San Antonio, Texas 78248;

who declared as follows;

WHEREAS, Catherine Nelken Henry, married to Douglas Henry, Sr., was formerly married to Renee Bienvenu, now deceased, and was then known as Catherine Nelken Bienvenu; and,

WHEREAS, by Trust Agreement dated June 6, 1989, Catherine Nelken Bienvenu, as "Trustor", a domiciliary of Bexar County, Texas, formed and created THE CATHERINE NELKEN BIENVENU GRANTOR TRUST; and,

WHEREAS, Steven Nelken Bienvenu, Elizabeth Ann Bienvenu and Patricia Renee Bienvenu Franklin were appointed as "Trustees" or "co-Trustees" under the terms of THE CATHERINE NELKEN BIENVENU GRANTOR TRUST; and,

WHEREAS, by Act of Warranty Deed filed November 16, 1989 in Conveyance Book 450, Folio 866 of the Records of Natchitoches Parish, Louisiana, Catherine Nelken Bienvenu conveyed the following described property to THE CATHERINE NELKEN BIENVENU GRANTOR TRUST which said property being more particularly described as follows, to-wit:

A tract of land situated in the Parish, Louisiana being part of a tract formerly known as the "John H. Henry place" all in T10N, R7W and being more particularly described in an attached Exhibit "A" as follows;

A tract of land containing 523 acres situated in the Parish of Natchitoches, being all of Sections 39, 45 and 88, Lots 3, 4 and 5 of Section 9 and all that part of Section 8, containing 48.52 acres, being part of a tract formerly

known as John H. Henry place, all in T10N, R7W.

A tract of land containing 276.53 acres of land, being all of Section 41, and all of the banks, beds of lakes, bayous and streams, sandbars, accretions and battures and second banks belonging to, connected with Sections 6, 39, 41, 45, 88 and Lots 3, 4 and 5, Section 9, T10N, R7W.

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND:

All that portion of Lots 3, 4 and 5 of Section 9 of T10, R7W, Natchitoches, Parish, Louisiana, lying East of U.S. Highway #71, less the East 59 acres of Lots 3 and 5, owned by the heirs of William Rayston. **ALSO LESS AND EXCEPT**, the fractional Southwest Quarter of Section 6, and all that portion of Section 45, lying East of U.S. Highway 71, all in T10N, R7W. This portion having been sold to Russell Gahagan, et al.

WHEREAS, notwithstanding the execution and recordation of the Warranty Deed by Catherine Nelken Bienvenu to **THE CATHERINE NELKEN BIENVENU GRANTOR TRUST**, as aforesaid, Catherine Nelken Henry, f/k/a Catherine Nelken Bienvenu, executed a **Voluntary Partition of Immovable Property** recorded in Conveyance Book 482, Page 710, Conveyance Original #194366 which instrument was recorded May 11, 1993 affecting the same property as that last described above, but being more particularly described as follows, to-wit:

A certain tract of land containing 548 acres, more or less, situated in Natchitoches Parish, Louisiana, being all of the Sections 39, 6, 41, 45 and 88, and Lots 3, 4 and 5 of Section 9 and all that part of Section 8 containing 48.52 acres, all lying in T10N, R7W, being bounded on the North by property of Blewer; South by property of Deblieux; West by Red River and East by U. S. Highway #71. This tract was formerly known as the "John H. Henry place", and a portion of the "Baxter Plantation".

LESS AND EXCEPT:

That portion of said tract which constitutes the sandbar on the Red River, being all that land lying West of that certain boundary line shown on the plat of survey made by Glen L. Cannon dated March 19, 1993 a copy of which is annexed hereto and made a part hereof; and on which plat said boundary line is shown running between Point "A" on the North in a southerly direction to Point "B" and thence to Point "C". Said boundary line tracks the center line of the levee from the North and thence runs in

a southerly direction to its intersection with the center line of Louisiana Highway 486, which is Point "B" on said plat; and said boundary line thence continues running in a southerly direction along the center line of said highway through its intersection with a section line dividing Sections 41 and 42, which is the southern boundary of the Nelken-Pressburg property and the northern boundary of the Deblieux property.

WHEREAS, THE CATHERINE NELKEN BIENVENU GRANTOR TRUST was not a party to the Voluntary Partition of Immovable Property; and,

WHEREAS, notwithstanding this, **THE CATHERINE NELKEN BIENVENU GRANTOR TRUST** intends to acknowledge, ratify and confirm the Voluntary Partition of Immovable Property recorded in Conveyance Book 482, Page 710 of the Records of Natchitoches Parish, Louisiana, to acknowledge, ratify and confirm the conveyances variously made by virtue of said Voluntary Partition of Immovable Property, and to quitclaim to the respective Vendees whatever right, title and interest which the Catherine Nelken Bienvenu Grantor Trust may have in and to those properties which were the subject of the Voluntary Partition of Immovable Property, recorded as aforesaid.

ACCORDINGLY, IT IS THEREFORE AGREED:

THE CATHERINE NELKEN BIENVENU GRANTOR TRUST does by these presents acknowledge, ratify and confirm the Voluntary Partition of Immovable Property executed by and among Samuel Nelken, Mrs. Sarah Elizabeth Nelken Woodyard, Mrs. Catherine Nelken Henry, Mrs. Dorothy Ann Nelken Owen, Bernard Samuel Pressburg, Gretchen P. Pressburg and Sylvia Joan Pressburg which said Act being recorded May 11, 1993 as Conveyance Original #194366, Conveyance Book 482, Folio 710 of the Records of Natchitoches Parish, Louisiana.

THE CATHERINE NELKEN BIENVENU GRANTOR TRUST, further does by these presents, convey, transfer, set over, assign, quitclaim and deliver with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto Bernard Samuel Pressburg, Gretchen P. Pressburg and Sylvia Joan Pressburg all of the Trust's undivided right, title and interest in and to the following described property, to-wit:

A certain tract of land containing 548 acres, more or less, situated in Natchitoches Parish, Louisiana, being all of the Sections 39, 6, 41, 45 and 88, and Lots 3, 4 and 5 of Section 9 and all that part of Section 8 containing 48.52 acres, all lying in T10N, R7W, being bounded on the North by

property of Blewer; South by property of Deblieux; West by Red River and East by U. S. Highway #71. This tract was formerly known as the "John H. Henry place", and a portion of the "Baxter Plantation".

LESS AND EXCEPT:

That portion of said tract which constitutes the sandbar on the Red River, being all that land lying West of that certain boundary line shown on the plat of survey made by Glen L. Cannon dated March 19, 1993 a copy of which is indexed hereto and made a part hereof; and on which plat said boundary line is shown running between Point "A" on the North in a southerly direction to Point "B" and thence to Point "C". Said boundary line tracks the center line of the levee from the North and thence runs in a southerly direction to its intersection with the center line of Louisiana Highway 486, which is Point "B" on said plat; and said boundary line thence continues running in a southerly direction along the center line of said highway through its intersection with a section line dividing Sections 41 and 42, which is the southern boundary of the Nelken-Pressburg property and the northern boundary of the Deblieux property.

In addition, THE CATHERINE NELKEN BIENVENU GRANTOR TRUST does further, convey, transfer, set over, quitclaim and deliver with full warranty of title and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto Samuel Nelken all of the Trust's undivided right, title and interest in and to the sandbar attached to the "Red River Property" as the same is more fully described in the Voluntary Partition of Immovable Property, recorded as aforesaid, which lies between the boundary line and above described in Red River (said boundary being fully shown on a plat of survey by Glen Cannon dated March 19, 1993, a copy of which being annexed to the Voluntary Partition of Immovable Property).

THE CATHERINE NELKEN BIENVENU GRANTOR TRUST does further agree that it will execute any further acts of acknowledgement, ratification or correction to effect the conveyance to Bernard Samuel Pressburg, Gretchen P. Pressburg or Sylvia Joan Pressburg as the same was more fully intended by reference to said Voluntary Partition of Immovable Property recorded in Conveyance Book 482, Page 710 of the Records of Natchitoches Parish, Louisiana when called upon so to do.

THE CATHERINE NELKEN BIENVENU GRANTOR TRUST does further request that the Honorable Louie Bernard, Clerk and Ex Officio Recorder of Mortgages in and for Natchitoches Parish, Louisiana make mention of the within this Ratification

of Voluntary Partition of Immovable property and Quitclaim Deed in the margin of his records in Conveyance Book 482, Page 710 to serve as occasions may require.

THUS DONE AND SIGNED at my office in Shreveport,
Louisiana, on the 10th day of November, 1994

in the presence of the undersigned competent witnesses and _____ Notary
Public, after due reading of the whole.

WITNESSES:

CATHERINE NELKEN BIENVENU
GRANTOR TRUST

[Signature]
[Signature]

By: [Signature]
STEVEN NELKEN BIENVENU, TRUSTEE

[Signature]
NOTARY PUBLIC
D. RENEE' DUOS, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

THUS DONE AND SIGNED at my office in San Antonio,
Texas, on the 9th day of November, 1994,
in the presence of the undersigned competent witnesses and _____ Notary
Public, after due reading of the whole.

WITNESSES:

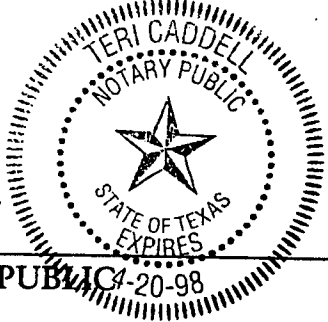
CATHERINE NELKEN BIENVENU
GRANTOR TRUST

[Signature]

By: Elizabeth Ann Bienvenu
ELIZABETH ANN BIENVENU, TRUSTEE

[Signature]

Teri Caddell



NOTARY PUBLIC

THUS DONE AND SIGNED at my office in San Antonio,
Texas, on the 9th day of November, 1994,
in the presence of the undersigned competent witnesses and _____ Notary
Public, after due reading of the whole.

WITNESSES:

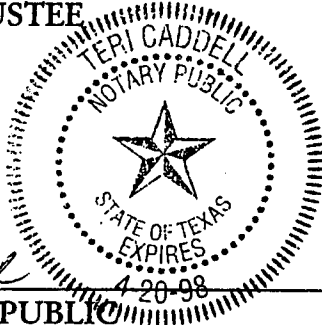
CATHERINE NELKEN BIENVENU
GRANTOR TRUST

[Signature]

By: Patricia Renee Bienvenu Franklin
PATRICIA RENEE BIENVENU FRANKLIN,
TRUSTEE

[Signature]

Teri Caddell
NOTARY PUBLIC



STATE OF LOUISIANA
PARISH OF NATCHITOCHE

198381
Conv. Book 495
Pg. 577

CASH SALE DEED

BEFORE THE UNDERSIGNED, Notaries Public as shown by their jurats hereinbelow, personally came and appeared:

Bernard Samuel Pressburg (TIN # 426-18-2678) and Gretchen Peiser Pressburg (TIN # 433-70-9746), husband and wife with the said Bernard Samuel Pressburg, herein represented by his wife, Gretchen Peiser Pressburg by virtue of that Power of Attorney, a certified copy of which being attached to a Voluntary Partition of Immovable Property recorded as Conveyance original 194366, Conveyance Book 482, Page 710 of the records of Natchitoches Parish, Louisiana, and domiciliaries of East Baton Rouge Parish, Louisiana

-and-

Sylvia Joan Pressburg (TIN # 439-66-8589) herein represented by Gretchen Peiser Pressburg, by virtue of that Power of Attorney attached hereto and made a part hereof, and a domiciliary of Rapides Parish, Louisiana

Who declared that they do by these presence grant, bargain, convey, sell, assign, set over and deliver, with full warranty and with complete subrogation in and to all rights and actions of warranty which the Vendors may have against all former owners of the property unto:

Continental Land and Mineral Company, (TIN # 72-770525) a Louisiana corporation domiciled in Rapides Parish, Louisiana, herein represented by Leonard R. Nachman II, Secretary-Treasurer of the corporation, duly authorized by resolution of the Board of Directors of said corporation, a certified copy of which being attached hereto and made a part hereof, whose mailing address for tax purposes is declared to be P.O. Box 3197 Baton Rouge, Louisiana, 70821-3197

the following described property, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

To have and to hold said property unto the said Vendee, its successors and assigns forever.

This sale is made for and in consideration of the sum of One Hundred and Ninety-Three Thousand Five Hundred (\$193,500) Dollars cash in hand paid, the receipt and sufficiency which being hereby acknowledged.

The Certificate of Mortgage is hereby waived and evidence of the payment of taxes produced.

RECEIVED AND FILED
LOUISE BERNARD
CLERK OF COURT
SEP 13 9 37 AM 1984
BY *Delma Richardson*
NATCHITOCHE PARISH, LA
CLERK

Map attached to original

(16)

THUS DONE AND SIGNED in the Parish of East Baton Rouge, Louisiana in the presence of the undersigned competent witnesses and me, Notary on this 9th day of August, 1994.

BERNARD SAMUEL PRESSBURG

Marilyn Lewis
WITNESS

By: Gretchen Peiser Pressburg
GRETCHEN PEISER PRESSBURG,
AGENT & ATTORNEY-IN-FACT

Larry Bury
WITNESS

Gretchen Peiser Pressburg
GRETCHEN PEISER PRESSBURG,
INDIVIDUALLY

SYLVIA JOAN PRESSBURG

By: Gretchen Peiser Pressburg
GRETCHEN PEISER PRESSBURG,
AGENT & ATTORNEY-IN-FACT

[Signature]
NOTARY PUBLIC

THUS DONE AND SIGNED in the Parish of Natchitoches, Louisiana, in the presence of the undersigned competent witnesses and me, Notary on this 12th day of ~~August~~, 1994.
September

CONTINENTAL LAND & MINERAL COMPANY

Judy H. Shuck
WITNESS

By: Leonard R. Nachman II
LEONARD R. NACHMAN II
SECRETARY-TREASURER

Amy J. Pettiette
WITNESS

[Signature]
NOTARY PUBLIC

That certain piece, parcel or tract of ground containing 383.73 acres, more or less, located in Township 10 North, Range 7 West, as the same is more fully shown by reference to a plat of survey by Glenn L. Cannon, R.L.S., dated June 24, 1994, a copy which is attached hereto and made a part hereof and which said tract being more particularly described as follows, to-wit:

Beginning at point "C" on a plat of survey for Deloyce Blewer dated October 3, 1984 by Billy D. Crow, R.L.S., which said point being marked by a X-Tie found along the Southernmost section line of Section 69, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana and from said point run thence South 15 degrees East a distance of 176.2 feet to Point "B" on a plat of survey for E. P. & Clara Brown, dated November, 1949, by Gaiennie Hyams, R.L.S. in which said point being located on the Westernmost Section line of Section 6, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run South 49 degrees West 1,656.5 feet to a iron rod set in the Northeast Corner of the property herein described and being the Point of Beginning; and, from said Point of Beginning thence continue South 49 degrees West 3,136.85 feet to a axle located on the Easternmost Right of Way of Louisiana Highway No. 486; thence continue South 49 degrees West a distance of 304.8 feet to the Northwest Corner of the tract herein described marked by a iron rod; thence run South 78 degrees 38 minutes East 121.9 feet; thence run South 71 degrees 30 minutes East 94.7 feet; thence run South 49 degrees 50 minutes East 127.9 feet; thence run South 44 degrees 14 minutes East 536.0 feet; thence South 41 degrees 18 minutes East 275.5 feet; thence South 40 degrees 14 minutes East 146.2 feet; thence run South 35 degrees 05 minutes East 345.5 feet; thence run South 11 degrees 34 minutes East 141.0 feet; thence run South 8 degrees East 458.4 feet; thence run South 4 degrees 55 minutes East 695.8 feet; thence run South 9 degrees 23 minutes East 115.8 feet; thence run South 36 degrees 47 minutes East 136.1 feet; thence run South 16 degrees 22 minutes West 130.9 feet; thence run South 15 degrees 50 minutes West 78.5 feet; thence run South 14 degrees 40 minutes West 96.4 feet; thence run South 11 degrees 03 minutes West 97.7 feet; thence run South 5 degrees 01 minutes West 96.3 feet; thence run South 0 degrees 53 minutes East 93.4 feet; thence run South 6 degrees 12 minutes East 74.5 feet to the Southwest Corner of the tract herein described; thence run North 79 degrees East a distance of 2,692.87 feet to a iron rod; thence run North 49 degrees East 1,650.0 feet to a iron rod; thence run North 15 degrees West 805.2 feet; thence run North 70 degrees East 291.6 feet; thence run North 41 degrees West 662.64 feet to a iron rod; thence run North 15 degrees West 491.45 feet to a iron rod; thence run North 45 degrees 07 minutes 20 seconds West 2,966.81 feet to the Point of Beginning of the tract herein described.

Subject To: Right of Way or Servitude in favor of The State of Louisiana, Department of Transportation and Development for Louisiana Highway No. 486; and, further subject to the Right of Way in favor of the Board of Commissioners of Natchitoches Levee and Drainage District for the mainstem levee along the left descending bank of Red River.

Seller reserves one-half (1/2) of all mineral interests in the property.

POWER OF ATTORNEY

STATE OF LOUISIANA

BY: SYLVIA JOAN PRESSBURG

TO: GRETCHEN P. PRESSBURG

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 5th day of August, 1994, before me, a Notary Public, duly commissioned in and for the Parish and State aforesaid, personally came and appeared:

SYLVIA JOAN PRESSBURG, a resident of lawful age of the Parish of Rapides, Louisiana, who has never been married,

who, after being first duly sworn, deposed and said that she does by these presents name, constitute and appoint:

GRETCHEN P. PRESSBURG, a resident of lawful age of the Parish of East Baton Rouge, Louisiana,

to be her true and lawful agent and attorney in fact, to act for her and in her name, place and stead, with full power to sell and deliver with all legal warranties and with complete transfer and subrogation of all rights and actions of warranty against all former owners, unto Continental Land & Mineral Company, a Louisiana corporation, for the price and on such terms and conditions as set forth in the Purchase Agreement dated March 11, 1994, and any extension thereof, by and between Bernard Samuel Pressburg, Gretchen P. Pressburg, Sylvia Joan Pressburg and Continental Land & Mineral Company, the following described immovable property, to-wit:

A certain tract of land containing 548 acres more or less situated in Natchitoches Parish, Louisiana, and being all of Sections 39, 6, 41, 45 and 88 and Lots 3, 4, and 5 of Section 9 and all that part of Section 8 containing 48.52 acres, all lying in Township 10 North, Range 7 West, and being bounded on the North by property of Blewer; South by property of DeBlieux; West by Red River and East by U. S. Highway No. 71. This tract was formerly known as the "John H. Henry Place," and a portion known as the "Baxter Plantation."

LESS AND EXCEPT

That portion of said tract which constitutes the sandbar on Red River, being all that land lying West of that certain boundary line shown on a Plat of Survey made by Glenn L. Cannon dated March 19, 1993, a copy of which is annexed to that certain Voluntary Partition of Immovable Property by and between Seller and others, recorded in the official records of Natchitoches Parish, Louisiana on May 11, 1993 and made a part hereof; and on which plat said boundary line is shown running between Point "A" on the North in a Southerly direction to Point "B" and thence to Point "C."

Said boundary line tracks the center line of the levee from the North and thence runs in a Southerly direction to its intersection with the center line of Louisiana Hwy. 486; which is Point "B" on said plat; and said boundary line thence continues running in a Southerly direction along the center line of said highway to its intersection with the Section line dividing Sections 41 and 42, which is the Southern boundary of the Nelken-Pressburg property and the Northern boundary of the DeBlieux Property.

Seller reserves one-half (1/2) of all mineral interests in the property.

The said agent is further empowered to perform all acts necessary or proper in the premises as fully as Appearer could do as if she were personally present and personally acting for herself; the said agent is authorized to sign any act of sale or other instruments necessary to convey Appearer's undivided interest in the described property and to sign any and all other instruments or documents necessary to reflect the price, terms or conditions of the transaction, the said agent further being authorized to receive and receipt for the sales price and to disburse the same including payment of any prorata taxes or other expenses of Appearer.

This Power of Attorney shall be effective until revoked, and in the absence of actual knowledge of death or revocation on the part of the other party concerned, dealing on the faith of this Power of Attorney, it shall not be revoked in any fashion, even by the death of Appearer, until notice of such death or revocation is placed of record in the Office of the Clerk and Recorder of the Parishes of East Baton Rouge and Natchitoches, Louisiana.

THUS DONE AND PASSED in multiple originals in the City of Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the day, month and year first above written after due reading of the whole.

WITNESSES:

Marilyn Lewis

Sylvia Joan Pressburg
Sylvia Joan Pressburg

Willie J Sample

Gretchen P. Pressburg
Gretchen P. Pressburg

[Signature]
Notary Public

EXTRACT OF THE MINUTES OF A SPECIAL MEETING OF THE
 BOARD OF DIRECTORS OF CONTINENTAL LAND AND MINERAL COMPANY
 HELD ON AUGUST 12, 1994

September
[Signature]

...

BE IT RESOLVED, that the corporation be and it is hereby authorized to purchase from Bernard Samuel Pressburg, Gretchen Peiser Pressburg and Sylvia Joan Pressburg for and in consideration of the payment of One Hundred Ninety-Three Thousand Five Hundred (\$193,500) Dollars the following described property, to-wit:

See Exhibit "1" attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the corporation be and it is hereby authorized to purchase from Bonnie Ruth Hamby Raphael for an in consideration of the sum of Sixty-Six Thousand Six Hundred and Seventy (\$66,670) Dollars the following described property, to-wit:

See Exhibit "2" attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the corporation be and it is hereby authorized to purchase from Elmer Lane James and Deborah Jean Roberts James, husband and wife, for and in consideration of the sum of Eight Thousand Five Hundred (\$8,500) Dollars the following described property, to-wit:

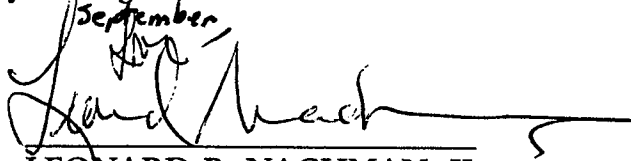
See Exhibit "3" attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that Mary Anna Lisso Nachman, President, Lisso Nachman, Vice-President, or Leonard R. Nachman, II., Secretary/Treasurer or any one of the said officers they be and are hereby authorized to appear on behalf of the corporation and to execute any such Cash Sale Deed or other act translatve of title, together with any and all such other acts of acknowledgement and/or correction which the said officers in their sole and undisturbed discretion deems meet and proper to carry out the intent of the above and foregoing resolution.

...

I, Leonard R. Nachman., II, Secretary of Continental Land and Mineral Company, do certify that the above and foregoing is a true and correct copy of an Extract from the Minutes of a Special Meeting of the Board of Directors of Continental Land and Mineral Company held on ~~August~~^{September} 12, 1994, duly and legally called, convened and held at Baton Rouge, Louisiana, whereat a quorum of directors was present and that the same has not been revoked or rescinded.

WITNESS my signature and the Seal of this Corporation at Baton Rouge, Louisiana this 12th day of ~~August~~^{September}, 1994.



LEONARD R. NACHMAN, II
SECRETARY-TREASURER

Exhibit "1"

584

That certain piece, parcel or tract of ground containing 383.73 acres, more or less, located in Township 10 North, Range 7 West, as the same is more fully shown by reference to a plat of survey by Glenn L. Cannon, R.L.S., dated June 24, 1994, a copy which is attached hereto and made a part hereof and which said tract being more particularly described as follows, to-wit:

Beginning at point "C" on a plat of survey for Deloyce Blewer dated October 3, 1984 by Billy D. Crow, R.L.S., which said point being marked by a X-Tie found along the Southernmost section line of Section 69, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana and from said point run thence South 15 degrees East a distance of 176.2 feet to Point "B" on a plat of survey for E. P. & Clara Brown, dated November, 1949, by Gaiennie Hyams, R.L.S. in which said point being located on the Westernmost Section line of Section 6, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run South 49 degrees West 1,656.5 feet to a iron rod set in the Northeast Corner of the property herein described and being the Point of Beginning; and, from said Point of Beginning thence continue South 49 degrees West 3,136.85 feet to a axle located on the Easternmost Right of Way of Louisiana Highway No. 486; thence continue South 49 degrees West a distance of 304.8 feet to the Northwest Corner of the tract herein described marked by a iron rod; thence run South 78 degrees 38 minutes East 121.9 feet; thence run South 71 degrees 30 minutes East 94.7 feet; thence run South 49 degrees 50 minutes East 127.9 feet; thence run South 44 degrees 14 minutes East 536.0 feet; thence South 41 degrees 18 minutes East 275.5 feet; thence South 40 degrees 14 minutes East 146.2 feet; thence run South 35 degrees 05 minutes East 345.5 feet; thence run South 11 degrees 34 minutes East 141.0 feet; thence run South 8 degrees East 458.4 feet; thence run South 4 degrees 55 minutes East 695.8 feet; thence run South 9 degrees 23 minutes East 115.8 feet; thence run South 36 degrees 47 minutes East 136.1 feet; thence run South 16 degrees 22 minutes West 130.9 feet; thence run South 15 degrees 50 minutes West 78.5 feet; thence run South 14 degrees 40 minutes West 96.4 feet; thence run South 11 degrees 03 minutes West 97.7 feet; thence run South 5 degrees 01 minutes West 96.3 feet; thence run South 0 degrees 53 minutes East 93.4 feet; thence run South 6 degrees 12 minutes East 74.5 feet to the Southwest Corner of the tract herein described; thence run North 79 degrees East a distance of 2,692.87 feet to a iron rod; thence run North 49 degrees East 1,650.0 feet to a iron rod; thence run North 15 degrees West 805.2 feet; thence run North 70 degrees East 291.6 feet; thence run North 41 degrees West 662.64 feet to a iron rod; thence run North 15 degrees West 491.45 feet to a iron rod; thence run North 45 degrees 07 minutes 20 seconds West 2,966.81 feet to the Point of Beginning of the tract herein described.

Subject To: Right of Way or Servitude in favor of The State of Louisiana, Department of Transportation and Development for Louisiana Highway No. 486; and, further subject to the Right of Way in favor of the Board of Commissioners of Natchitoches Levee and Drainage District for the mainstem levee along the left descending bank of Red River.

Those certain pieces, parcels or tracts of ground, together with all buildings and improvements thereon located in Sections 33, 34 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana as the same are more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S. dated July 20, 1994, attached hereto and made a part hereof, and said tracts being more particularly described as follows, to-wit:

TRACT I:

That certain piece, parcel or tract of ground containing 86.70 acres, more or less, described as follows, to-wit:

Begin at a concrete Right of Way marker for Tract II located on the Eastern Right of Way of LA Hwy. No. 486 which said concrete Right of way marker is located at the Southwest Corner of Tract II, hereinafter described and from said point run thence North 41 degrees 14 minutes West 1,581.5 feet to the Northwest Corner of Tract II; thence run South 49 degrees 45 West 100 feet to a iron rod set at the Northeast Corner of Tract I, the Point of Beginning of the tract herein described and from said Point of Beginning continue South 49 degrees 45 minutes West a distance of 2,569.8 feet to the Northwest Corner of Tract I located on the high bank of Red River; thence run South 64 degrees 54 minutes East 268.4 feet; thence run South 54 degrees 31 minutes East 458.8 feet; thence run South 49 degrees 56 minutes East 443.7 feet; thence run South 47 degrees 49 minutes East 228.1 feet; thence run South 30 degrees 28 minutes East 266.1 feet to the Southwest Corner of the tract herein described; thence run North 48 degrees 35 minutes East 520.3 feet; thence run North 49 degrees 11 minutes East 1,000.0 feet; thence run North 48 degrees 51 minutes East 500.0 feet; thence run North 49 degrees East 292.4 feet to a iron rod which marks the Southeast Corner of the tract herein described located on the Westernmost Right of Way of LA Hwy. No. 486; thence run North 41 degrees 14 minutes West 1,582.4 feet to the Point of Beginning of the tract herein described.

TRACT II:

That certain piece, parcel or tract of ground containing 100.49 acres, more or less, described as follows, to-wit:

Beginning at a concrete right of way marker located on the Easternmost Right of Way of LA Hwy. No. 486 which marks the Southwest Corner of the tract herein described, the Point of Beginning, and from said Point of Beginning run thence North 49 degrees 20 minutes East a distance of 516.7 feet; thence run North

48 degrees 49 minutes East 500.0 feet; thence run North 50 degrees 18 minutes East 500.0 feet; thence run North 48 degrees 03 minutes East 500.0 feet; thence run North 48 degrees 24 minutes East 500.0 feet; thence run North 49 degrees 07 minutes East 332.0 feet to a iron rod which marks the Southeast Corner of the tract herein described; thence run North 45 degrees 18 minutes West 1,549.9 feet to a iron rod located on the Westernmost Right of Way of K. C. S. Railroad, the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 2,738.9 feet to a iron rod located on the Easternmost Right of Way LA Hwy. No. 486; thence run South 41 degrees 14 minutes East 1,581.5 feet to the Point of Beginning of the tract herein described;

TRACT III:

That certain piece, parcel or tract of ground containing 38.06 acres, more or less, described as follows, to-wit:

Beginning at a iron rod found on the Easternmost Right of Way of U. S. Hwy. No. 71 & 84 at its intersection with Section 34, Township 10 North, Range 7 West, being the Southwest Corner of the tract herein described and from said Point of Beginning run thence North 49 degrees 31 minutes East 256.3 feet; thence run North 50 degrees East 300.0; thence run North 51 degrees 31 minutes East 300.0 feet; thence run North 48 degrees 11 minutes East 158.4 feet to a iron rod which marks the Southeast Corner of the tract herein described; thence run North 41 degrees West 1,549.0 feet to a iron rod which marks the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 1,130.6 feet to a point located on the Westernmost Right of Way of U. S. Hwy. No. 71 & 84; thence run South 45 degrees 18 minutes East 1,549.7 feet to the Point of Beginning of the tract herein described.

Tracts I, II and II are Subject To:

Right of Way in favor of Black Lake Pipeline Co., dated February 6, 1970, recorded in Conveyance Book 290, Page 337 of the records of Natchitoches Parish, Louisiana;

Right of way in favor of Black Lake Pipeline Co., dated July 29, 1966, recorded in Conveyance Book 271, Page 324, records of Natchitoches Parish, Louisiana;

Right of way in favor of Central Louisiana Electric Company, Inc., dated January 19, 1965, recorded in Conveyance Book 261, Page 692, records of Natchitoches Parish, Louisiana;

Right of way in favor of Central Louisiana Electric Company, Inc., dated February 9, 1965, recorded in Conveyance Book 261, Page 697, records of Natchitoches Parish, Louisiana;

Right of way in favor of State of Louisiana; Department of Highways, dated April 16, 1956, recorded in Conveyance Book 226, Page 431;

-ALSO-

TRACT B

That certain piece, parcel or tract of land located in Section 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, containing 151.36 acres, more or less, as the same is more fully shown by reference to a plat of survey for the Rapheal heirs by Gaienne Hyams, R.S., dated March, 1950, recorded as Conveyance Original No. 93111 of the records of Natchitoches Parish, Louisiana and which said tract being more particularly described as follows, to-wit:

Beginning at Point "I", which is the common point of intersection of Sections 36, 37 and 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and which said Point "I" is the Point of Beginning of the tract herein described and from said point run thence North 49 degrees West 19.12 chains to Point "J", which is the intersection of Sections 65, 5 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run North 49 degrees East along the North Section line of Section 5 9.00 chains to a point; thence continue North 49 degrees East 35.04 chains to Point "E"; thence run East 13.50 chains to Point "F"; thence run South 0 degrees 30 minutes West 37.12 chains to Point "G"; thence run South 49 degrees West 26.02 chains to Point "H"; thence run North 43 degrees 30 minutes West 17.54 chains to Point "I" the Point of Beginning of the tract herein described.

Subject To: Right of way for "old La. 8 N.W. R.R. dump" as the same is more fully shown by reference to said plat of survey.

Exhibit "3"

588

That certain piece, parcel or tract of ground containing 8.16 acres, more or less, described as follows, to-wit:

Beginning at the Southwest Corner of Tract III, last described above, run thence South 45 degrees 18 minutes East 885.2 feet to a iron rod located on the Easternmost right of way of U.S. Hwy No. 71 & 84 in Section 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, the Point of Beginning, and from said Point of Beginning run thence North 48 degrees 55 minutes East a distance of 273.1 feet; thence run North 48 degrees 50 minutes East 600 feet; thence run North 47 degrees 42 minutes East 300.0 feet; thence run North 50 degrees 54 minutes East 123.0 feet; thence run South 50 degrees 21 minutes East 273.3 feet to a axle marking the Southeast Corner of the tract herein described; thence run South 48 degrees 37 minutes West 1,319.9 feet to a axle located on the Easternmost Right of Way of U. S. Hwy. No. 71 & 84; thence run North 45 degrees 18 minutes West a distance of 274.4 feet to the Point of Beginning of the tract herein described.

Subject To: Right of Way in favor of Black Lake Pipeline, dated February 6, 1970, recorded in Conveyance Book 290, Folio 337, records of Natchitoches Parish, Louisiana.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

CASH SALE DEED

BE IT KNOWN, that this day before me the undersigned Notary Public in and for said Parish, and in the presence of the undersigned competent witnesses, came and appeared

CONTINENTAL LAND AND MINERAL COMPANY, a Louisiana corporation domiciled in Rapides Parish, Louisiana, herein represented by Leonard R. Nachman, II, Secretary of the corporation, duly authorized by unanimous written consent of the Board of Directors of said corporation a copy of which is attached hereto and made part hereof

who declared that it does _____ by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto

CHARLES RAY COTTON and DOROTHY M. LEACH COTTON, husband and wife, both persons of the full age of majority and residents of Natchitoches Parish, Louisiana, with a mailing address for tax purposes of 555 Parkway Drive, Natchitoches, Louisiana 71457

the following described property, to-wit:

TRACT "A"

Those certain pieces, parcels or tracts of ground, together with all buildings and improvements thereon located in Sections 33, 34 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana as the same are more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S. dated July 20, 1994, attached to the deed recorded at COB 495, page 600, and said tracts being more particularly described as follows, to-wit:

TRACT I:

That certain piece, parcel or tract of ground containing 86.70 acres, more or less, described as follows, to-wit:

Begin at a concrete Right of Way marker for Tract II located on the eastern Right of Way of LA Hwy. No. 486 which said concrete Right of Way marker is located at the Southwest corner of Tract II, hereinafter described and from said point run thence North 41 degrees 14 minutes West 1,581.5 feet to the Northwest Corner of Tract II; thence run South 49 degrees 45 minutes West 100 feet to an iron rod set at the Northeast Corner of Tract I, the Point of Beginning of the tract herein described and from said point of Beginning continue South 49 degrees 45 minutes West a distance of 2,569.8 feet to the Northwest Corner of Tract I located on the high bank of Red River; thence run South 64 degrees 54 minutes East 268.4 feet; thence run South 54 degrees 31 minutes East 458.8 feet; thence run South 49 degrees 56 minutes East 443.7 feet; thence run South 47 degrees 49 minutes East 228.1 feet; thence run South 30 degrees 28 minutes East 266.1 feet to the Southwest Corner of the tract herein described; thence run North 48 degrees 35 minutes East 520.3 feet; thence run North 49 degrees 11 minutes East 1000 feet; thence run North 48 degrees 51 minutes East 500.0 feet; thence run North 49 degrees East 292.4 feet to an iron rod which marks the Southeast Corner of the tract herein described located on the Westernmost Right of Way of LA Hwy. No. 486; thence run North 41 degrees 14 minutes West 1,582.4 feet to the Point of Beginning of the tract herein described.

Tract I is subject to an order of expropriation in favor of Red River Waterway Commission dated February 6, 1987 recorded at COB 424, page 22.

RECEIVED
FILED
NOV 10 11 35 AM '00
NATCHITOCHES PARISH
LOUISIANA

TRACT II:

That certain piece, parcel or tract of ground containing 100.49 acres, more or less, described as follows, to-wit:

Beginning at a concrete right of way marker located on the Easternmost Right of Way of LA Hwy. No. 486 which marks the Southwest Corner of the tract herein described, and the Point of Beginning, and from said Point of Beginning run thence North 49 degrees 20 minutes East a distance of 516.7 feet; thence run North 48 degrees 49 minutes East 500.0 feet; thence run North 50 degrees 18 minutes East 500.0 feet; thence run North 48 degrees 03 minutes East 500.0 feet; thence run North 48 degrees 24 minutes East 500.0 feet; thence run North 49 degrees 07 minutes East 332.0 feet to an iron rod which marks the Southeast Corner of the tract herein described; thence run North 45 degrees 18 minutes West 1,549.9 feet to an iron rod located on the Westernmost Right of Way of K. C. S. Railroad, being the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 2,738.9 feet to an iron rod located on the Easternmost Right of Way line of LA Hwy. No. 486; thence run South 41 degrees 14 minutes East 1,581.5 feet to the Point of Beginning of the tract herein described;

TRACT III:

That certain piece, parcel or tract of ground containing 38.06 acres, more or less, described as follows, to-wit:

Beginning at an iron rod found on the Easternmost Right of Way of U.S. Hwy. No. 71 & 84 at its intersection with Section 34, Township 10 North, Range 7 West, being the Southwest Corner of the tract herein described, and from said Point of Beginning run thence North 49 degrees 31 minutes East 256.3 feet; thence run North 50 degrees East 300.0 feet; thence run North 51 degrees 31 minutes East 300.0 feet; thence run North 48 degrees 11 minutes East 158.4 feet to an iron rod which marks the Southeast Corner of the tract herein described; thence run North 41 degrees West 1,549.0 feet to an iron rod which marks the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 1,130.6 feet to a point located on the Westernmost Right of Way of U.S. Hwy. No. 71 & 84; thence run South 45 degrees 18 minutes East 1,549.7 feet to the Point of Beginning of the tract herein described.

TRACT IV:

That certain piece, parcel or tract of ground containing 8.16 acres, more or less, described as follows, to-wit:

Beginning at the Southwest Corner of Tract III, last described above, run thence South 45 degrees 18 minutes East 885.2 feet to an iron rod located on the Easternmost right of way of U.S. Hwy No. 71 & 84 in Section 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, the Point of Beginning, and from said Point of Beginning run thence North 48 degrees 55 minutes East a distance of 273.1 feet; thence run North 48 degrees 50 minutes East a distance of 600 feet; thence run North 47 degrees 42 minutes East 300.0 feet; thence run North 50 degrees 54 minutes East 123.0 feet to a point being the Northeast Corner of the tract herein described; thence run South 50 degrees 21 minutes East a distance of 273.3 feet to a point marked by an axle, said point being the Southeast Corner of the tract herein described; thence run South 48 degrees 37 minutes West 1,319.9 feet to an axle located on the Easternmost Right of Way of U. S. Hwy. No. 71 & 84; thence run North 45 degrees 18 minutes West a distance of 274.4 feet to the Point of Beginning of the tract herein described, said tract is shown in detail on a plat of survey by Glen L. Cannon, Registered Surveyor, dated July 20, 1994 a copy of which is recorded at COB 495, page 592.

TRACT "B"

That certain piece, parcel or tract of ground containing 383.73 acres, more or less, located in Sections 39,41,45 and 88, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, as the same is more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S., dated

June 24, 1994, recorded with a Collateral Mortgage recorded in Mortgage Book 590, Page 503, under Original Instrument No. M-223632, mortgage records of Natchitoches Parish, Louisiana, and which said tract being more particularly described as follows, to-wit:

Beginning at point "C" on a plat of survey for Deloyce Blewer dated October 3, 1984 by Billy D. Crow, R.L.S., which said point being marked by an X-Tie found along the Southernmost section line of Section 69, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana and from said point run thence South 15 degrees East a distance of 176.2 feet to Point "B" on a plat of survey for E. P. & Clara Brown, dated November, 1949, by Gaiennie Hyams, R.L.S. in which said point being located on the Westernmost Section line of Section 6, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run South 49 degrees West 1,656.5 feet to an iron rod set in the Northeast Corner of the property herein described and being the Point of Beginning; and, from said Point of Beginning thence continue South 49 degrees West 3,136.85 feet to an axle located on the Easternmost Right of Way of Louisiana Highway No. 486; thence continue South 49 degrees West a distance of 304.8 feet to the Northwest Corner of the tract herein described marked by an iron rod; thence run South 78 degrees 38 minutes East 121.9 feet; thence run South 71 degrees 30 minutes East 94.7 feet; thence run South 49 degrees 50 minutes East 127.9 feet; thence run South 44 degrees 14 minutes East 536.0 feet; thence South 41 degrees 18 minutes East 275.5 feet; thence run South 40 degrees 14 minutes East 146.2 feet; thence run South 35 degrees 5 minutes East 345.5 feet; thence run South 11 degrees 34 minutes East 141.0 feet; thence run South 8 degrees East 458.4 feet; thence run South 4 degrees 55 minutes East 695.8 feet; thence run South 9 degrees 23 minutes East 115.8 feet; thence run South 36 degrees 47 minutes East 136.1 feet; thence run South 16 degrees 22 minutes West 130.9 feet; thence run South 15 degrees 50 minutes West 78.5 feet; thence run South 14 degrees 40 minutes West 96.4 feet; thence run South 11 degrees 3 minutes West 97.7 feet; thence run South 5 degrees 1 minute West 96.3 feet; thence run South 0 degrees 53 minutes East 93.4 feet; thence run South 6 degrees 12 minutes East 74.5 feet to the Southwest Corner of the tract herein described; thence run North 79 degrees East a distance of 2,692.87 feet to an iron rod; thence run North 49 degrees East 1,650 feet to a point; thence run North 15 degrees West 805.20 feet to an iron rod; thence run North 70 degrees East a distance of 291.6 feet to an iron rod; thence run North 41 degrees West 662.4 feet to a point; thence run North 15 degrees West 491.45 feet to a point located on the Western Right of Way of the K. C. S. Railroad; thence run North 45 degrees 7 minutes 20 seconds West 2,966.81 feet to the Point of Beginning of the tract herein described.

TRACT "C"

That certain piece, parcel or tract of land located in Section 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, containing 151.36 acres, more or less, as the same is more fully shown by reference to a plat of survey for the Raphael Heirs by Gaiennie Hyams, R.S., dated March, 1950, recorded at COB 210 page 646 of the records of Natchitoches Parish, Louisiana and which said tract being more particularly described as follows, to-wit:

Beginning at Point "I", which is the common point of intersection of Sections 36, 37, and 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and which said Point "I" is the Point of Beginning of the tract herein described and from said point run thence North 49 degrees West 19.12 chains to Point "J" which is the intersection of Sections 65, 5 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run North 49 degrees East along the North Section line of Section 5, 9.00 chains to a point; thence continue North 49 degrees East 35.04 chains to Point "E"; thence run East 13.50 chains to Point "F"; thence run South 0 degrees 30 minutes West 37.12 chains to Point "G"; thence run South 49 degrees West 26.02 chains to Point "H"; thence run North 43 degrees 30 minutes West 17.54 chains to Point "I" the Point of Beginning of the tract herein described.

TRACT "D"

A certain piece, parcel or tract of land, together with all buildings and improvements thereon located, and all rights, ways and privileges thereunto appertaining, together with all alluvion, riparian rights and ways, located in Sections 32 and 33, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and being more fully described as follows:

That certain plantation consisting of four hundred (400) acres, more or less, lying on the left descending bank of Red River in the Fourth Ward of Natchitoches Parish, Louisiana, about two miles below the Town of Campiti, Louisiana, and known as "Lakeside Plantation". Said plantation being Lots One (1) and Two (2) of the Corley Partition as shown on a Plat of Survey made by R. E. McKnight, Registered Surveyor in July, 1917, and which plat is attached to an Act of Partition made among the Corley Heirs and which bears Instrument No. 46,192 of the Records of Natchitoches Parish, Louisiana, being Sections 32 and 33 in Township 10 North, Range 7 West, and bounded in front or on the West by Red River, in the rear or on the East by the Section lines, above or on the North by Section 31 formerly owned by Sadie Smith Keegan and below or on the South by Section 34, owned by the Raphiel Heirs. This being the same property acquired by Adrian Land from Investors Securities Corporation by Deed dated January 3, 1944, and recorded in Conveyance Book 192, Page 626; and by John W. Deming from Adrian Land by deed dated March 9, 1971, and recorded at COB 296, page 560 of the records of Natchitoches Parish, Louisiana.

TO HAVE AND TO HOLD said described property unto said purchaser their heirs and assigns forever.

This sale is made for the consideration of the sum of NINE HUNDRED NINE THOUSAND THREE HUNDRED NINETY TWO AND NO/100 -----(\$909,392.00)-----DOLLARS cash in hand paid, the receipt of which is hereby acknowledged.

Property taxes for the year 2000 were pro rated at closing; the Vendees will be responsible for the payment to the Natchitoches Parish Sheriff.

The certificate of mortgage is hereby waived by the parties, and evidence of the payment of taxes produced.

DONE AND PASSED at my office in said Parish of Natchitoches, State of Louisiana in the presence of the undersigned competent witnesses, on this the 10th day of November, Two Thousand.

WITNESSES:

Jennifer Aar
[Signature]

CONTINENTAL LAND AND MINERAL COMPANY

BY [Signature]
LEONARD R. NACHMAN, II
SECRETARY

[Signature]
CHARLES RAY COTTON

[Signature]
DOROTHY M. LEACH COTTON

[Signature]
NOTARY PUBLIC

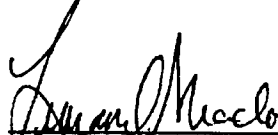
ACTION BY UNANIMOUS WRITTEN CONSENT
OF BOARD OF DIRECTORS OF
CONTINENTAL LAND & MINERAL COMPANY.

The undersigned, being all of the members of the Board of Directors (the "Board") of Continental Land & Mineral Company (the "Corporation"), a Louisiana corporation, and acting herein by unanimous written consent as permitted by La. R.S. 12:81(C)(9) of the Louisiana Business Corporation law, hereby adopt the following resolution on behalf of the Corporation:

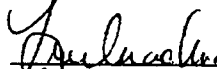
BE IT RESOLVED that CONTINENTAL LAND AND MINERAL COMPANY sell to CHARLES RAY COTTON, et ux, by cash sale deed the immovable property described on Exhibit A, for the sum and price of \$800.00 an acre (being a total sum of \$909,392.00).

BE IT FURTHER RESOLVED that LEONARD R. NACHMAN, II, President, Secretary, be and he hereby is authorized and empowered to execute the deed on behalf of the corporation, along with signing any and all other instruments which may be required to transfer the above described property from the corporation to CHARLES RAY COTTON, et ux.

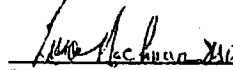
This Action by Unanimous Written Consent of Board of Directors of Continental Land & Mineral Company shall have the same force and effect as an action of the Board properly taken at a duly called and convened meeting of the Board, and shall be filed into the official minute records of the Corporation.



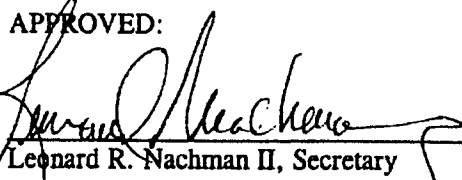
Leonard R. Nachman II, Director



Leonard R. Nachman II, President



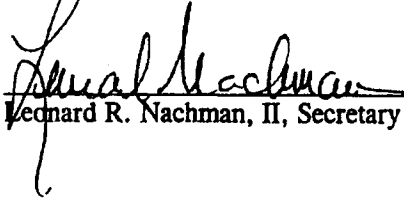
Lisso Nachman, M.D., Treasurer

APPROVED:


Leonard R. Nachman II, Secretary

CERTIFICATE

I, Leonard R. Nachman, II, Secretary of Continental Land & Mineral Company, hereby certify that the subscribers to the foregoing Action by Unanimous Written Consent of Board of Directors of Continental Land & Mineral Company constitute all of the members of the Board of Directors of said Corporation having voting power on the matters set forth therein, and that the same has not been revoked or rescinded.


Leonard R. Nachman, II, Secretary

Date: 11.9.00

TRACT "A"

Those certain pieces, parcels or tracts of ground, together with all buildings and improvements thereon located in Sections 33, 34 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana as the same are more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S. dated July 20, 1994, attached to the deed recorded at COB 495, page 600, and said tracts being more particularly described as follows, to-wit:

TRACT I:

That certain piece, parcel or tract of ground containing 86.70 acres, more or less, described as follows, to-wit:

Begin at a concrete Right of Way marker for Tract II located on the eastern Right of Way of LA Hwy. No. 486 which said concrete Right of Way marker is located at the Southwest corner of Tract II, hereinafter described and from said point run thence North 41 degrees 14 minutes West 1,581.5 feet to the Northwest Corner of Tract II; thence run South 49 degrees 45 minutes West 100 feet to an iron rod set at the Northeast Corner of Tract I, the Point of Beginning of the tract herein described and from said point of Beginning continue South 49 degrees 45 minutes West a distance of 2,569.8 feet to the Northwest Corner of Tract I located on the high bank of Red River; thence run South 64 degrees 54 minutes East 268.4 feet; thence run South 54 degrees 31 minutes East 458.8 feet; thence run South 49 degrees 56 minutes East 443.7 feet; thence run South 47 degrees 49 minutes East 228.1 feet; thence run South 30 degrees 28 minutes East 266.1 feet to the Southwest Corner of the tract herein described; thence run North 48 degrees 35 minutes East 520.3 feet; thence run North 49 degrees 11 minutes East 1000 feet; thence run North 48 degrees 51 minutes East 500.0 feet; thence run North 49 degrees East 292.4 feet to an iron rod which marks the Southeast Corner of the tract herein described located on the Westernmost Right of Way of LA Hwy. No. 486; thence run North 41 degrees 14 minutes West 1,582.4 feet to the Point of Beginning of the tract herein described.

TRACT II:

That certain piece, parcel or tract of ground containing 100.49 acres, more or less, described as follows, to-wit:

Beginning at a concrete right of way marker located on the Easternmost Right of Way of LA Hwy. No. 486 which marks the Southwest Corner of the tract herein described, and the Point of Beginning, and from said Point of Beginning run thence North 49 degrees 20 minutes East a distance of 516.7 feet; thence run North 48 degrees 49 minutes East 500.0 feet; thence run North 50 degrees 18 minutes East 500.0 feet; thence run North 48 degrees 03 minutes East 500.0 feet; thence run North 48 degrees 24 minutes East 500.0 feet; thence run North 49 degrees 07 minutes East 332.0 feet to an iron rod which marks the Southeast Corner of the tract herein described; thence run North 45 degrees 18 minutes West 1,549.9 feet to an iron rod located on the Westernmost Right of Way of K. C. S. Railroad, being the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 2,738.9 feet to an iron rod located on the Easternmost Right of Way line of LA Hwy. No. 486; thence run South 41 degrees 14 minutes East 1,581.5 feet to the Point of Beginning of the tract herein described;

TRACT III:0216478-00
CO 0551 Pg 50

That certain piece, parcel or tract of ground containing 38.06 acres, more or less, described as follows, to-wit:

Beginning at an iron rod found on the Easternmost Right of Way of U.S. Hwy. No. 71 & 84 at its intersection with Section 34, Township 10 North, Range 7 West, being the Southwest Corner of the tract herein described, and from said Point of Beginning run thence North 49 degrees 31 minutes East 256.3 feet; thence run North 50 degrees East 300.0 feet; thence run North 51 degrees 31 minutes East 300.0 feet; thence run North 48 degrees 11 minutes East 158.4 feet to an iron rod which marks the Southeast Corner of the tract herein described; thence run North 41 degrees West 1,549.0 feet to an iron rod which marks the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 1,130.6 feet to a point located on the Westernmost Right of Way of U.S. Hwy. No. 71 & 84; thence run South 45 degrees 18 minutes East 1,549.7 feet to the Point of Beginning of the tract herein described.

TRACT IV:

That certain piece, parcel or tract of ground containing 8.16 acres, more or less, described as follows, to-wit:

Beginning at the Southwest Corner of Tract III, last described above, run thence South 45 degrees 18 minutes East 885.2 feet to an iron rod located on the Easternmost right of way of U.S. Hwy No. 71 & 84 in Section 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, the Point of Beginning, and from said Point of Beginning run thence North 48 degrees 55 minutes East a distance of 273.1 feet; thence run North 48 degrees 50 minutes East a distance of 600 feet; thence run North 47 degrees 42 minutes East 300.0 feet; thence run North 50 degrees 54 minutes East 123.0 feet to a point being the Northeast Corner of the tract herein described; thence run South 50 degrees 21 minutes East a distance of 273.3 feet to a point marked by an axle, said point being the Southeast Corner of the tract herein described; thence run South 48 degrees 37 minutes West 1,319.9 feet to an axle located on the Easternmost Right of Way of U. S. Hwy. No. 71 & 84; thence run North 45 degrees 18 minutes West a distance of 274.4 feet to the Point of Beginning of the tract herein described, said tract is shown in detail on a plat of survey by Glen L. Cannon, Registered Surveyor, dated July 20, 1994 a copy of which is recorded at COB 495, page 592.

TRACT "B"

That certain piece, parcel or tract of ground containing 383.73 acres, more or less, located in Sections 39, 41, 45 and 88, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, as the same is more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S., dated June 24, 1994, recorded with a Collateral Mortgage recorded in Mortgage Book 590, Page 503, under Original Instrument No. M-223632, mortgage records of Natchitoches Parish, Louisiana, and which said tract being more particularly described as follows, to-wit:

Beginning at point "C" on a plat of survey for Deloyce Blewer dated October 3, 1984 by Billy D. Crow, R.L.S., which said point being marked by an X-Tie found along the Southernmost section line of Section 69, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana and from said point run thence South 15 degrees East a distance of 176.2 feet to Point "B" on a plat of survey for E. P. & Clara Brown, dated November, 1949, by Gaiennie Hyams, R.L.S. in which said point being located on the Westernmost Section line of Section 6, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run South 49 degrees West 1,656.5 feet to an iron rod set in the Northeast Corner of the property herein described and being the Point of Beginning; and, from said Point of Beginning thence continue South 49 degrees West 3,136.85 feet to an axle located on the Easternmost Right of Way of Louisiana Highway No. 486; thence continue South 49 degrees West a distance of 304.8 feet to the Northwest Corner of the tract herein described marked by an iron rod; thence run South 78 degrees 38 minutes East 121.9 feet; thence run South 71 degrees 30 minutes East 94.7 feet; thence run South 49 degrees 50 minutes East 127.9 feet; thence run South 44 degrees 14 minutes East 536.0 feet; thence South 41 degrees

18 minutes East 275.5 feet; thence run South 40 degrees 14 minutes East 146.2 feet; thence run South 35 degrees 5 minutes East 345.5 feet; thence run South 11 degrees 34 minutes East 141.0 feet; thence run South 8 degrees East 458.4 feet; thence run South 4 degrees 55 minutes East 695.8 feet; thence run South 9 degrees 23 minutes East 115.8 feet; thence run South 36 degrees 47 minutes East 136.1 feet; thence run South 16 degrees 22 minutes West 130.9 feet; thence run South 15 degrees 50 minutes West 78.5 feet; thence run South 14 degrees 40 minutes West 96.4 feet; thence run South 11 degrees 3 minutes West 97.7 feet; thence run South 5 degrees 1 minute West 96.3 feet; thence run South 0 degrees 53 minutes East 93.4 feet; thence run South 6 degrees 12 minutes East 74.5 feet to the Southwest Corner of the tract herein described; thence run North 79 degrees East a distance of 2,692.87 feet to an iron rod; thence run North 49 degrees East 1,650 feet to a point; thence run North 15 degrees West 805.20 feet to an iron rod; thence run North 70 degrees East a distance of 291.6 feet to an iron rod; thence run North 41 degrees West 662.4 feet to a point; thence run North 15 degrees West 491.45 feet to a point located on the Western Right of Way of the K. C. S. Railroad; thence run North 45 degrees 7 minutes 20 seconds West 2,966.81 feet to the Point of Beginning of the tract herein described.

TRACT "C"

That certain piece, parcel or tract of land located in Section 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, containing 151.36 acres, more or less, as the same is more fully shown by reference to a plat of survey for the Raphael Heirs by Gaennie Hyams, R.S., dated March, 1950, recorded at COB 210 page 646 of the records of Natchitoches Parish, Louisiana and which said tract being more particularly described as follows, to-wit:

Beginning at Point "I", which is the common point of intersection of Sections 36, 37, and 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and which said Point "I" is the Point of Beginning of the tract herein described and from said point run thence North 49 degrees West 19.12 chains to Point "J" which is the intersection of Sections 65, 5 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run North 49 degrees East along the North Section line of Section 5, 9.00 chains to a point; thence continue North 49 degrees East 35.04 chains to Point "E"; thence run East 13.50 chains to Point "F"; thence run South 0 degrees 30 minutes West 37.12 chains to Point "G"; thence run South 49 degrees West 26.02 chains to Point "H"; thence run North 43 degrees 30 minutes West 17.54 chains to Point "I" the Point of Beginning of the tract herein described.

TRACT "D"

A certain piece, parcel or tract of land, together with all buildings and improvements thereon located, and all rights, ways and privileges thereunto appertaining, together with all alluvion, riparian rights and ways, located in Sections 32 and 33, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and being more fully described as follows:

That certain plantation consisting of four hundred (400) acres, more or less, lying on the left descending bank of Red River in the Fourth Ward of Natchitoches Parish, Louisiana, about two miles below the Town of Campti, Louisiana, and known as "Lakeside Plantation". Said plantation being Lots One (1) and Two (2) of the Corley Partition as shown on a Plat of Survey made by R. E. McKnight, Registered Surveyor in July, 1917, and which plat is attached to an Act of Partition made among the Corley Heirs and which bears Instrument No. 46,192 of the Records of Natchitoches Parish, Louisiana, being Sections 32 and 33 in Township 10 North, Range 7 West, and bounded in front or on the West by Red River, in the rear or on the East by the Section lines, above or on the North by Section 31 formerly owned by Sadie Smith Keegan and below or on the South by Section 34, owned by the Raphael Heirs. This being the same property acquired by Adrian Land from Investors Securities Corporation by Deed dated January 3, 1944, and recorded in Conveyance Book 192, Page 626; and by John W. Deming from Adrian Land by deed dated March 9, 1971, and recorded at COB 296, page 560 of the records of Natchitoches Parish, Louisiana.

STATE OF LOUISIANA

320850

Pg. 32

PARISH OF NATCHITOCHE

ACT OF EXCHANGE

Be it known, that on this 17th day of December, 2008, before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the two undersigned witnesses, personally came and appeared:

Charles R. Cotton, whose taxpayer identification number is 438-44-5697, and Dorothy L. Cotton, whose taxpayer identification number is 455-58-4318, husband and wife, both of the full age of majority and domiciled in Natchitoches Parish, Louisiana, and whose mailing address is 555 Parkway Dr.; Natchitoches, LA; 71457; (hereinafter referred to jointly as "Cotton");

And

Crosstex LIG, LLC, a Louisiana Limited Liability Company, represented herein through Ron W. Kerr, agent and attorney-in-fact, whose taxpayer identification number is _____, and whose permanent mailing address is 2501 Cedar Springs, Suite 100; Dallas, TX; 75201 (hereinafter referred to as "Crosstex");

who declared that they make an exchange of property as provided herein:

In consideration of the agreements made herein, and for good and valuable consideration, Cotton does transfer, set over, and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations, or encumbrances whatsoever unto Crosstex the following described property:

That certain tract or parcel of land, located in Natchitoches Parish, Louisiana, Section 39, Township 10 North, Range 7 West, containing 5.5 acres, more or less, and more fully described as follows:

BEGINNING at a found axle on the easterly right of way of Louisiana Highway Number 486 and the northerly most property line of Charles R. Cotton, et ux, and having a latitude of 31.848948 degrees North and a longitude of 93.078045 degrees West. THENCE along the northerly most property line of Charles R. Cotton, et ux North 49 degrees, 12 minutes, 44 seconds, East for a distance of 798.60 feet to a corner having a latitude of 31.850391 degrees North and a longitude of 93.076107 degrees West. THENCE South 40 degrees, 55 minutes, 07 seconds East for a distance of 300.00 feet to a corner having a latitude of 31.849770 degrees North and longitude of 93.075470 degrees West. THENCE South 49 degrees, 12 minutes, 43 seconds West for a distance of 798.60 feet to a corner on the easterly right of way lines of Louisiana Highway Number 486 having a latitude of 31.848327 degrees North and a longitude of 93.077409 degrees West. THENCE along the easterly right of way of Louisiana Highway Number 486 North 40 degrees, 55 minutes, 07 seconds West for a distance of 300.00 feet to the POINT OF BEGINNING. The property is more fully described on that certain plat of survey dated October 10, 2008, and attached to this Agreement as Exhibit "A".

The above described property is valued at five thousand dollars (\$5,000.00) per acre, and Cotton makes full and complete reservation of all minerals and mineral rights in and to the above described property.

2009 JAN 14 11:59 AM
LOUISE BERNARD
CLERK OF COURT
NATCHITOCHE PARISH, LA

RECEIVED AND FILED
LOUISE BERNARD
CLERK OF COURT

17-nuh

In consideration of the agreements made herein, and for good and valuable consideration, Crosstex does transfer, set over, and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations, or encumbrances whatsoever unto Cotton the following described property:

That certain tract of land currently owned by Crosstex LIG, LLC located in Natchitoches Parish, Louisiana, Section 9, Township 10 North, Range 7 West. Said tract contains 5.507 acres, more or less, and is more fully described as follows:

BEGINNING at the intersection of the west line of Section 9, Township 10 North — Range 7 West and the westerly right of way line of the Kansas City Southern Railroad and also being the northerly most property corner of Crosstex LIG, LLC property having a latitude of 31.848877 degrees North and a longitude of 93.063660 degrees West. THENCE along the westerly right of way of the Kansas City Southern Railroad South 44 degrees, 53 minutes, 56 seconds East, a distance of 1,126.20 feet to a corner on the northerly property line of Deblieux and Kelly, Inc. property, having a longitude of 31.846696 degrees North and a longitude of 93.061087 degrees West. THENCE along the northerly property line of Deblieux and Kelly, Inc. South 49 degrees, 01 minutes, 49 seconds West for a distance of 296.29 feet to a corner on the easterly most property line of Charles R. Cotton, et ux having a latitude of 31.846158 degrees North and a longitude of 93.061804 degrees West. THENCE along the easterly property line of Charles R. Cotton, et ux, North 40 degrees, 47 minutes, 16 seconds West for distance of 681.51 feet to a corner having a latitude of 31.847571 degrees North and a longitude of 93.063246 degrees West; THENCE continuing along the easterly property line of Charles R. Cotton, et ux, North 14 degrees, 49 minutes, 42 seconds West for a distance of 492.42 feet to the POINT OF BEGINNING. The property is more fully described on that certain plat of survey dated October 7, 2008, and attached to this Agreement as Exhibit "B", being the same property acquired by Crosstex in that certain Act of Cash Sale dated October 17, 2006, recorded in the conveyance records of Natchitoches Parish, Louisiana, under Entry No. 299783 of COB 608 at Page No. 538.

The above described property is valued at five hundred dollars (\$500.00) per acre.

This exchange is made and mutually accepted by the parties hereto; it being agreed and understood that the properties are not of equal value; however, for additional consideration herein, Cotton agrees to grant to Crosstex a pipeline 30 foot right-of-way and servitude burdening only the property which Cotton has received in this Act of Exchange. That right-of-way and servitude agreement is to be executed simultaneously with this Act of Exchange by an agreement in form and substance as shown on the attached Exhibit "C". In addition Crosstex agrees to file an instrument reducing its current ROW on Cotton's 383.73 acre tract acquired in August 2006 to 30ft in width.

The transfers made herein are made free from any liens, mortgages, or encumbrances whatsoever, with full and general warranty of title, and with full subrogation to all of the rights and actions of warranty, and all other rights as held by the respective parties. As to the properties received by each party, that party assumes *ad valorem* tax liabilities for the current year.

Appearers recognize that no title examination of said property has been performed by the undersigned notary.

Thus done and passed by Cotton in the city of Natchitoches, in the parish of Natchitoches, state of Louisiana, on this 17th day of December, 2008, in the presence of the undersigned Notary and witnesses after due reading of the whole.

WITNESSES:

Print: Amy Hawkins
Karen Pichon

Amy Hawkins
Karen Pichon

Sign: CR Cotton

Charles R. Cotton
CHARLES R. COTTON

Print: Dorothy M. Cotton
Sign:

Dorothy L. Cotton
DOROTHY L. COTTON

Donna F. Birdwell #16702
NOTARY PUBLIC
Print: Donna F. Birdwell
No. 16702

Thus done and passed by Crosstex in the city of _____, in the county of _____, state of Texas, on this _____ day of _____, 2008, in the presence of the undersigned Notary and witnesses after due reading of the whole.

WITNESSES:

Print: Teri J. Cowan
Sign:

Teri J. Cowan

CROSSTEX LIG, LLC

Ron W. Kerr

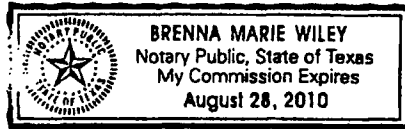
RON W. KERR

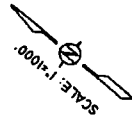
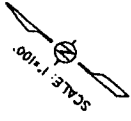
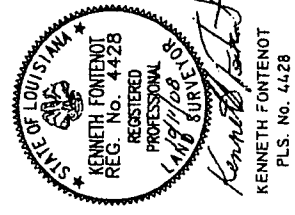
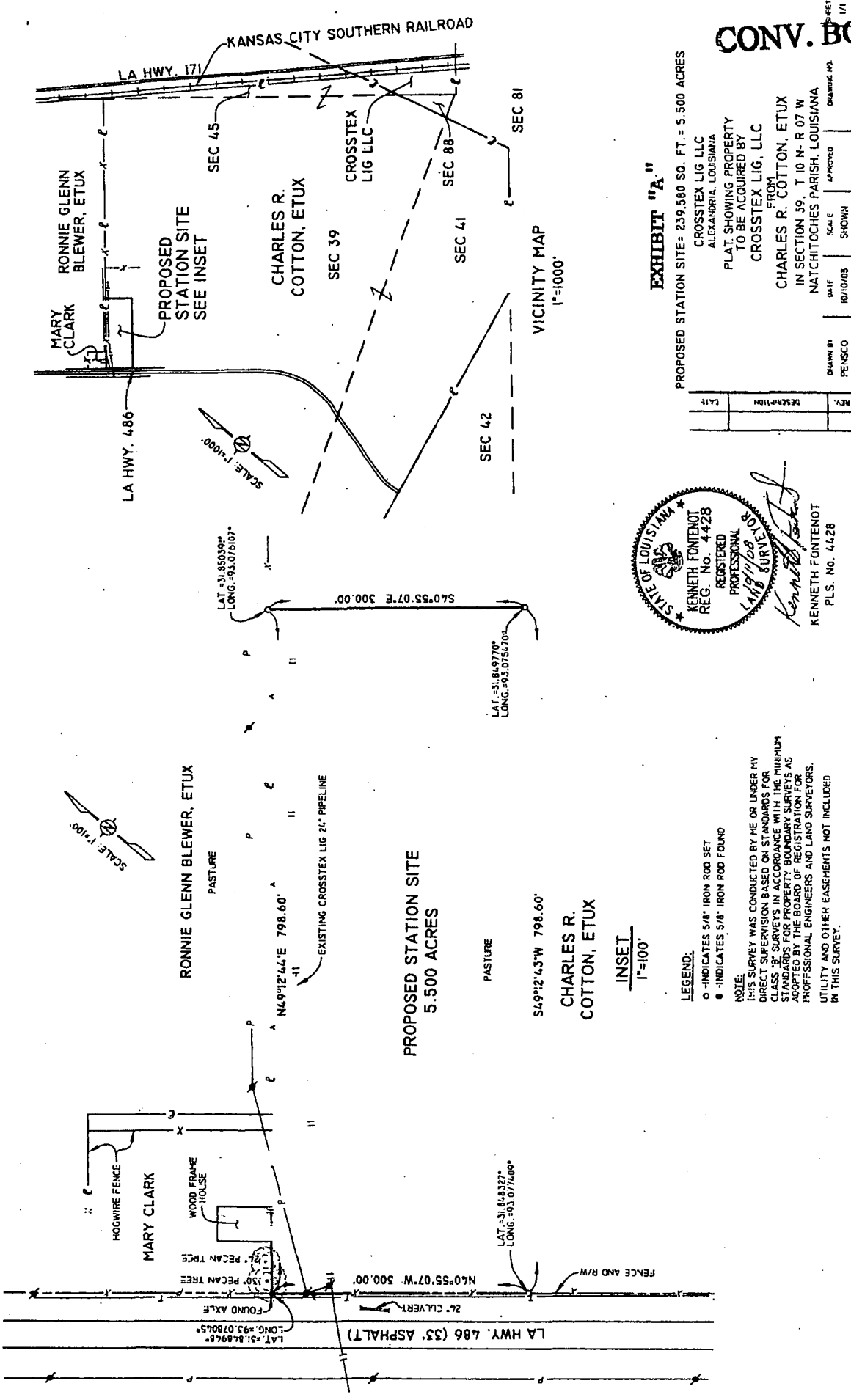
ATTORNEY IN FACT

Print: Diana Reed
Sign:

Diana Reed

Brenna Wiley
NOTARY PUBLIC
Print: Brenna Wiley
No.





MARY CLARK

RONNIE GLENN BLEWER, ETUX

PROPOSED STATION SITE
SEE INSET

CHARLES R. COTTON, ETUX

CROSSTEX LIG LLC

SEC 42

SEC 41

SEC 39

SEC 88

SEC 81

LA HWY. 171

LA HWY. 486

RONNIE GLENN BLEWER, ETUX
PASTURE

PROPOSED STATION SITE
5.500 ACRES

PASTURE

549°12'43"W 798.60'

CHARLES R. COTTON, ETUX

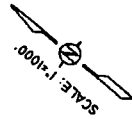
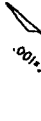
INSET
1"=100'

LEGEND:

- INDICATES 5/8" IRON ROD SET
- INDICATES 5/8" IRON ROD FOUND

NOTE:

THIS SURVEY WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON STANDARDS FOR CLASS 'B' SURVEYS IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. UTILITY AND OTHER EASEMENTS NOT INCLUDED IN THIS SURVEY.



MARY CLARK

RONNIE GLENN BLEWER, ETUX

PROPOSED STATION SITE
SEE INSET

CHARLES R. COTTON, ETUX

CROSSTEX LIG LLC

SEC 42

SEC 41

SEC 39

SEC 88

SEC 81

LA HWY. 171

LA HWY. 486

RONNIE GLENN BLEWER, ETUX
PASTURE

PROPOSED STATION SITE
5.500 ACRES

PASTURE

549°12'43"W 798.60'

CHARLES R. COTTON, ETUX

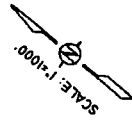
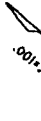
INSET
1"=100'

LEGEND:

- INDICATES 5/8" IRON ROD SET
- INDICATES 5/8" IRON ROD FOUND

NOTE:

THIS SURVEY WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON STANDARDS FOR CLASS 'B' SURVEYS IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. UTILITY AND OTHER EASEMENTS NOT INCLUDED IN THIS SURVEY.



MARY CLARK

RONNIE GLENN BLEWER, ETUX

PROPOSED STATION SITE
SEE INSET

CHARLES R. COTTON, ETUX

CROSSTEX LIG LLC

SEC 42

SEC 41

SEC 39

SEC 88

SEC 81

LA HWY. 171

LA HWY. 486

RONNIE GLENN BLEWER, ETUX
PASTURE

PROPOSED STATION SITE
5.500 ACRES

PASTURE

549°12'43"W 798.60'

CHARLES R. COTTON, ETUX

INSET
1"=100'

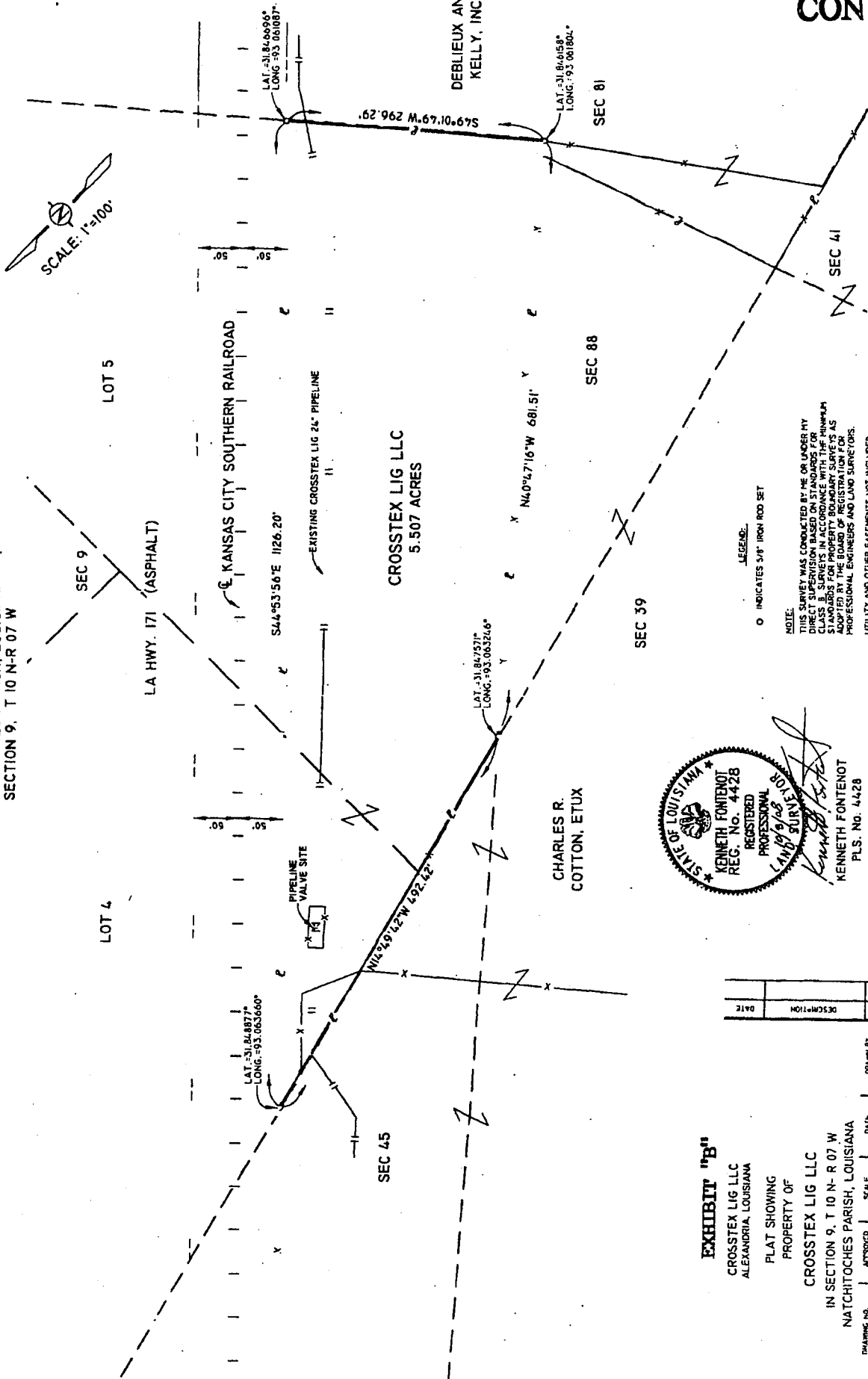
LEGEND:

- INDICATES 5/8" IRON ROD SET
- INDICATES 5/8" IRON ROD FOUND

NOTE:

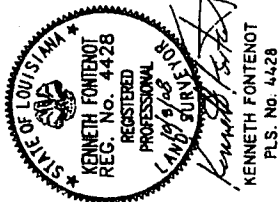
THIS SURVEY WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON STANDARDS FOR CLASS 'B' SURVEYS IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. UTILITY AND OTHER EASEMENTS NOT INCLUDED IN THIS SURVEY.

NATCHITOCHE PARISH, LOUISIANA
SECTION 9, T 10 N-R 07 W



LEGEND:
O INDICATES 5/8" IRON ROD SET

NOTE:
THIS SURVEY WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON STANDARDS FOR CLASS B SURVEYS IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH IN THE RULES AND REGULATIONS FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. UTILITY AND OTHER EASEMENTS NOT INCLUDED IN THIS SURVEY.



| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |

EXHIBIT "B"
 CROSSTEX LIG LLC
 ALEXANDRIA, LOUISIANA
 PLAT SHOWING
 PROPERTY OF
 CROSSTEX LIG LLC
 IN SECTION 9, T 10 N-R 07 W
 NATCHITOCHE PARISH, LOUISIANA

DATE: 10/07/08
 SCALE: 1"=100'
 DRAWN BY: PENSCO
 APPROVED: _____

SHEET 1/1

RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA }

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF NATCHITOCHEES }

That Charles Ray Cotton a/k/a Charles R. Cotton and Dorothy M. Leach Cotton a/k/a Dorothy M. Cotton, husband and wife, hereinafter called "Grantor", whether one or more, for ten dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to CROSSTEX LIG, LLC, a Louisiana Limited Liability Company, whose address is 8090 Highway 3128, Pineville, Louisiana 71360, hereinafter called "Grantee", its successors and assigns, a permanent right-of-way and servitude thirty (30) feet in width ("Servitude") to survey, clear and excavate along a route, to lay, construct, reconstruct, operate, maintain, inspect, text, repair, after, protect, change the size of in whole or part, replace, remove or abandon in place one pipeline for the transportation of oil, gas, condensate, distillate, water or any other substance which can be transported by a pipeline, and appurtenant facilities, including but not limited to above and below ground meters and valve, cathodic protection equipment, pipeline markers, communications facilities and equipment, and such other facilities and equipment as are used or useful in the construction, operation and maintenance of pipelines on, under, through and across the following described land, in Natchitoches Parish, State of Louisiana, to wit:

That certain tract of land currently owned by Crosstex LIG, LLC, located in Natchitoches Parish, Louisiana, Section 9, Township 10 South, Range 7 West, said tract contains 5.507 acres, more or less.

Easement being more particularly shown and described on Exhibit "A" attached hereto and incorporated herein, together with all right necessary to convenient to the full use and enjoyment of the Servitude.

For the same consideration Grantor does hereby grant and convey temporary construction servitude 25 feet in width, adjacent to and parallel with the permanent servitude described herein, on over, under through and across said land as further shown and described on Exhibit A, together with additional workspace as reasonably necessary at road crossings, waterways, or areas with unusual construction problems, for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the construction of any pipeline on the Servitude. The temporary construction servitudes shall automatically terminate and revert to the Grantor upon the completion of construction of the pipeline.

The Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment of use of the right herein granted, including, but not limited to the right of ingress and egress over and across said land and Grantor's adjacent lands to and from said Servitude, with the right to use existing roads over and across said lands. Grantee shall have the right from time to time to cut all tress and undergrowth and remove other obstructions on the Servitude that, in its judgment, may injure endanger or interfere with the use of said pipeline.

Grantor reserves the right to full use and enjoyment of said land for any purpose, except for the purposes herein granted to Grantee; provided, however, that Grantor shall not construct, nor permit to be constructed, any house, building, road, driveway or other improvements or obstructions with in the Servitude without the express prior written consent of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the Servitude, or impound water over the Servitude without prior written approval (not to be unreasonably withheld) of Grantee.

Grantee hereby agrees to bury any pipeline constructed under this agreement to a minimum depth of thirty-six (36) inches from the surface. Grantee shall pay for any damages to crops, fences, timber, livestock, roads driveways and other personal property, fixtures or other improvements of Grantor caused by Grantee in the construction, use, maintenance, operation repair or removal of said pipeline and its appurtenant facilities, regardless of whether such damage occurs within the right-of-way area or temporary working space provided for above or other portions Grantor's property.

Grantee shall save and hold harmless and indemnify Grantor against all claims, losses and damages of every kind whatsoever, including costs and reasonable attorney's fees, instant to or in any manner whatsoever resulting from injuries

to persons and damage to property, or other liabilities or obligations arising or growing out of the laying, maintenance, use, operation, repair, replacement or removal of said pipeline, any equipment or other appurtenances to said pipeline and/or the commodities or products transported therein or thereby, and all other work and operations undertaken by Grantee on Grantor's above described lands. **Provided, however,** the foregoing indemnity shall not extend to any such claims, losses or damages to the extent same are caused by the negligence, willful misconduct, and/or interference with Grantee's rights hereunder, by Grantor, its agents, invitees, permittees, lessees, successors or assigns; including, without limitation, damage or removal of pipeline markers, construction or placement of improvements, fixtures or permanent structures on the right-of-way area subject to this Agreement (which is not permitted in any instance) or excavation within such area without proper prior notice to, and coordination with, Grantee's representatives regarding any such excavations.

TO HAVE AND TO HOLD unto Grantee; its successors and assigns, until said right of way or servitude or any one or more of said rights privileges are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised, or any line, structure or facility installed hereunder is used or remains thereon. Grantor hereby binds itself, its heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular said Servitude unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The rights herein granted may be assigned in whole or in part.

It is mutually agreed and understood that this Right of Way Agreement, as written, covers all agreements and stipulations between the said parties, and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms of hereof.

IN TESTIMONY WHEREOF, the Grantor herein has executed this grant this _____ day of _____, 2008.

WITNESSES:

GRANTOR(S):

Print Name: _____

Charles Ray Cotton a/k/a Charles R. Cotton

Print Name: _____

Print Name: _____

Dorothy M. Leach Cotton a/k/a Dorothy M. Cotton

Print Name: _____

ACKNOWLEDGEMENTS

STATE OF LOUISIANA

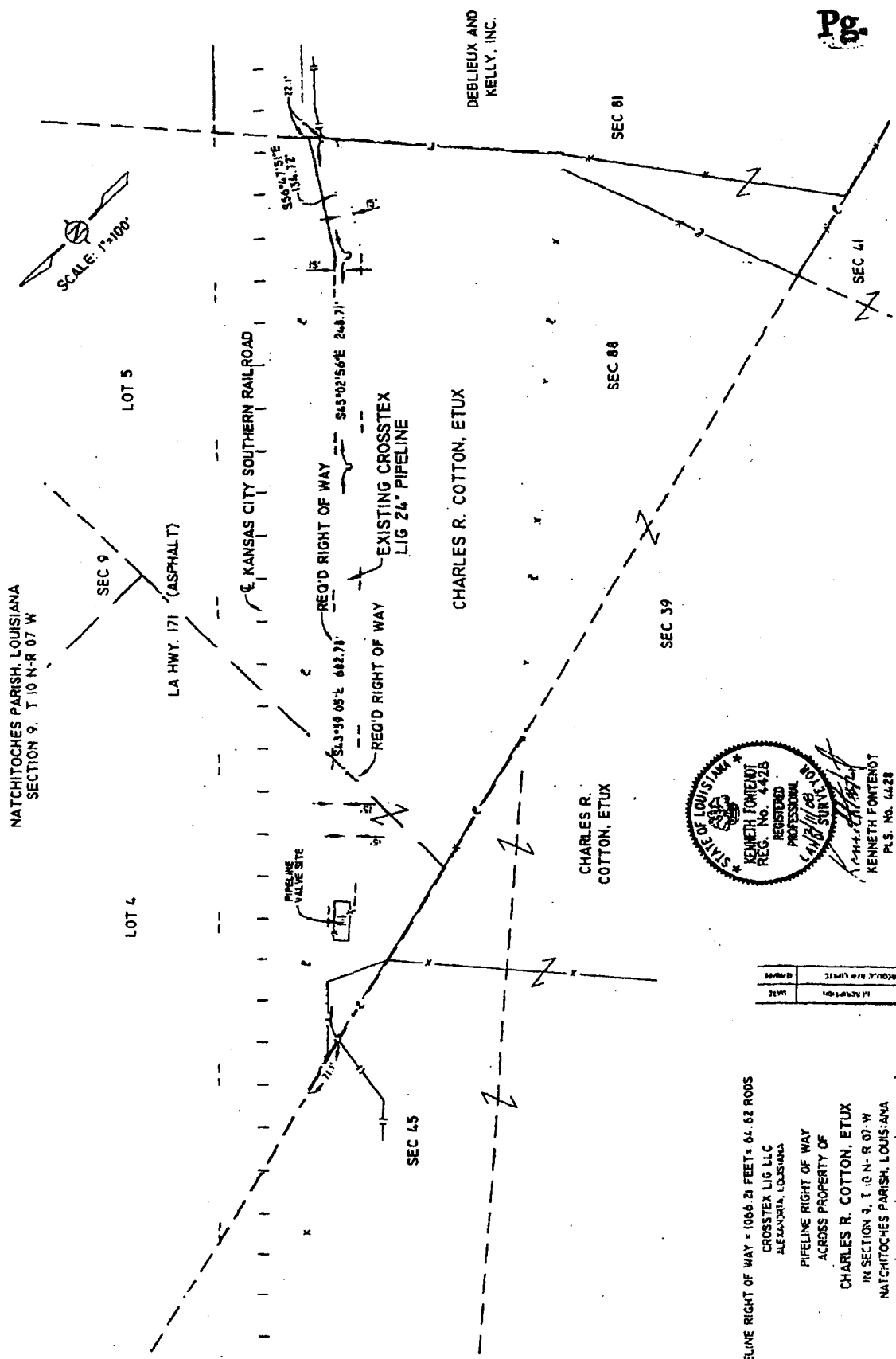
PARISH OF _____

Before me, The undersigned, a notary public in and for said parish and state on this day personally appeared _____ and _____, known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2008.

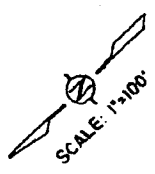
Notary Public

Typed or Printed Name of Notary Public



PL00912/912RW, P. ATON LATOUR 11/100 12/10/08 8 1716 S. 17 14

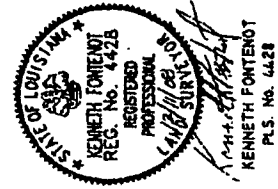
NATCHITOCHE PARISH, LOUISIANA
SECTION 9, T 10 N-R 07 W



DEBLIEUX AND
KELLY, INC.

CHARLES R. COTTON, ETUX

CHARLES R.
COTTON, ETUX



| | | |
|------|-------------|--------|
| DATE | DESCRIPTION | AMOUNT |
| | | |

PIPELINE RIGHT OF WAY = 1066.21 FEET = 64.62 RODS
CROSSTEX LIG LLC
ALEXANDRIA, LOUISIANA
PIPELINE RIGHT OF WAY
ACROSS PROPERTY OF
CHARLES R. COTTON, ETUX
IN SECTION 9, T 10 N-R 07 W
NATCHITOCHE PARISH, LOUISIANA
DATE 11/17/08
SCALE 1\"/>

Sheet 1/1
Surveyed 8/1/08
Plat No. 4428

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

RIGHT-OF-WAY PERMIT

FOR ELECTRIC TRANSMISSION LINES

STATE OF LOUISIANA

Project No. 518-360

PARISH OF Natchitoches

120636

KNOW ALL MEN BY THESE PRESENTS: That S. Nelken Estate

Cons. Bk. 261 Pg. 691

of lawful age, a resident of _____, State of _____, Grantor, for and in consideration of the sum of Five Hundred Twenty Three and 87/100 Dollars, cash in hand paid, receipt of which is hereby acknowledged, does, by these present, grant, convey, warrant and deliver unto CENTRAL LOUISIANA ELECTRIC COMPANY, INC., its successors and assigns (herein called Grantee), the right, privilege and easement:

To construct, operate and maintain a transmission line, consisting of a single or double line of poles and/or towers, with such wires, cables and other appurtenances thereto as may be necessary or convenient, for the transmission of electric energy and/or communications, together with a Right-of-Way one hundred (100) feet in width and the right to open, clear and maintain said Right-of-Way and to keep the same clear of underbrush, trees and other obstructions which in the judgement of the Grantee might interfere with or constitute a hazard to the operation of said transmission line, and with the free right of ingress and egress to and from and upon said Right-of-Way for the purpose of constructing, maintaining, repairing, replacing, operating or removing at will said transmission line and appurtenances thereto;

upon, over and across the following described lands, situated in the Parish of Natchitoches, State of Louisiana, and more particularly described as follows:

A Tract of land in Section 6 and 45; and A 1/2 interest in Lot 4 of Section 9, all in Township 10 North, Range 7 West, Natchitoches Parish.

The Grantee shall also have the right and privilege to patrol, alter, inspect, improve, repair, and remove such poles, towers, lines, wires, guys, cables, attachments, equipment and appurtenances including the right to increase or decrease the number of wires and all other rights and privileges necessary or convenient for the full use and enjoyment of the Right-of-Way herein granted for the purposes herein described, including the right of ingress and egress, and the use of private roads or passageways to and from said Right-of-Way over adjoining lands of the Grantor.

To have and to hold said Right-of-Way and privileges unto the Grantee, its successors and assigns, subject to the conditions and limitations herein contained.

It is stipulated that said Right-of-Way shall never be fenced by the Grantee and that the Grantor shall have full use of said Right-of-Way and the right to cultivate and otherwise use said Right-of-Way, except for the purposes for which the same is herein conveyed to the Grantee.

This Right-of-Way and easement is granted and accepted subject to the following reservations:

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

It is understood that in granting this Right-of-Way and easement the following items are included and settled by the execution hereof:

The above price includes timber damages.

The Grantee hereby agrees to pay any other damages, not included in the above settlement, which may be inflicted by it in the construction and maintenance of the said lines, provided an itemized claim thereof shall be presented by the Grantor in writing to the office of the Grantee at Pineville, Louisiana, within thirty days after the damage is done; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

The Grantee shall have the right to remove trees adjacent to said Right-of-Way which are or may become tall enough to constitute a hazard to the use of said transmission line, and shall pay to the Grantor the stumpage value of such trees, as timber, when removed.

IN WITNESS WHEREOF, the Grantor signs this instrument at _____

on this 21 day of Jan, 1965, in the presence of two competent witnesses, who sign, as such, with the Grantor after due reading.

WITNESSES John W. Mulanax Barry Joe Rough

Sylvan W. Nelken POWER OF ATTORNEY FOR THE S. NELKEN EST. BY: Grantor CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

STATE OF LOUISIANA PARISH OF Rapides

By: [Signature] Grantee Rt.-of-Way Agent.

Before me, the undersigned authority, personally came and appeared John W. Mulanax who, being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

TAX PAID \$1.80 SWORN TO AND SUBSCRIBED before me this _____ day of _____, A. D., 1965

John W. Mulanax Notary Public

STATE OF LOUISIANA PARISH OF Natchitoches

DATE 2-9-65

No. 105573 thru No. 105576 Conveyance Book No. 228.

No. 105577 GRANT OF RIGHT OF WAY FOR PUBLIC HIGHWAYS

Adrian D. Land, et al

To State of Louisiana, Department of Highways

Right of Way

Rec'd December 11, 1956 at 9:18 O'clock AM

WHEREAS, the Department of Highways of the State of Louisiana proposes and offers to construct, improve and maintain a modern highway on State Route No. La 486, in the Parish of Natchitoches, State of Louisiana, to be known as State Project No. 305-01-06; said State Project No. 305-01-06 begins at the junction of La 486 with La 6 near Grand Ecore and extends along said State Route No. 486, in a northwesterly direction a distance of 5.317 miles to its junction with La 480 at Campiti -- and

WHEREAS, the above described highway cannot properly be constructed, improved, and maintained without certain additional right of ways over and on the lands adjacent to and adjoining the said highway and the excavation of lateral drains and/or channel changes required for the proper and adequate drainage of the said highway, and

WHEREAS, the construction, improvement, and maintenance of the said highway is of immediate and material interest to the owners of lands adjacent to the adjoining the said highway.

NOW; THEREFORE, we, the undersigned legal owners of the aforesaid lands adjacent to the adjoining the said highway, for and in consideration of the general and special benefits accruing to us by and through the construction, improvement, and maintenance of the above described highway, do hereby grant, transfer, assign, set-over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, a right of way or servitude for the construction, improvement and maintenance of the aforesaid highway for the full distance along, over and across our respective lands, subject to the following conditions:

- (1) The right of way hereby conveyed over each of our respective properties shall be of the widths and at the locations shown in the construction plans for State Project No. 305-01-06, said right of way not to exceed a total width of 100 feet, which said plans are on file in the office of the said except from Survey Station 0+00 to Station 1+40 (Sight Clearance), Department of Highways in the City of Baton Rouge, Louisiana.
- (2) The Department of Highways of the State of Louisiana, its Engineers, Agents, and/or Contractors are hereby authorized to enter upon our properties beyond the limits of the aforesaid right of way and to excavate, construct and maintain thereon lateral drains and/or channel changes required for the proper and adequate drainage of the said highway of the sizes and at the locations designated by the District Engineer of the Department of Highways; the earth material developed in the excavation of the said lateral drains and/or channel changes shall be used in the construction of the embankment of the said highway or otherwise disposed of as directed by the District Engineer of the said Department.
- (3) The Department of Highways of the State of Louisiana, its Engineers, Agents, and/or Contractors shall, at the expense of the said Department, remove and relocate and/or reconstruct along the new right of way boundary lines, all fences presently within the right of way hereby conveyed and shall relocate and/or reconstruct all approaches within said right of way, all as prescribed and/or designated by the District Engineer of the said Department.
- (4) The Department of Highways of the State of Louisiana, its Engineers, Agents and/or Contractors shall remove from the right of way hereby conveyed, all buildings and/or improvements, together with their appurtenances, and relocate said buildings and/or improvements, together with their appurtenances, on the remaining lands of the owner or owners of the said buildings and/or improvements, all as prescribed and/or designated by the District Engineer of the said Department.
- (5) It is further expressly understood and agreed between the parties hereto that the right of way herein granted is solely for the purposes set out in the preceding paragraph and is a conveyance of a servitude across the lands hereinabove described and not a conveyance of the fee title thereto, and the Grantors by these presents especially do not transfer any right to oil, gas and other minerals lying beneath the area herein subjected to said servitude for right of way purposes, it being specifically understood, however, that while no exploration, drilling nor mining of gas, oil or other mineral of any kind shall be conducted upon the area covered by said servitude of right of way, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under the area subject to said servitude.
- (6) Upon approval by said Department of an owner's title to his respective land, free and clear of all encumbrances and upon completion by said Department of its determination as to the exact area embraced within the additional right of way by him conveyed, said Department shall pay unto such owner an amount based upon a unit price of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS per acre for the net area of the right of way over and across his respective property; It being understood that such area shall be determined by survey to be made by the Engineers of said Department.

IN WITNESS WHEREOF the parties hereto have signed and executed this instrument as their free and voluntary act, in duplicate originals, in the presence of the undersigned witnesses as of this 15th. day of November, 1956.

WITNESSES: Maurice A. Conly Maurice A. Conly

Adrian D. Land Adrian D. Land

W. L. Mangham
W. L. Mangham

Maurice A. Conly
Maurice A. Conly
W. L. Mangham
W. L. Mangham

Maurice A. Conly
Maurice A. Conly
W. L. Mangham
W. L. Mangham

Maurice A. Conly
Maurice A. Conly
W. L. Mangham
W. L. Mangham

Maurice A. Conly
Maurice A. Conly
W. L. Mangham
W. L. Mangham

Maurice A. Conly
Maurice A. Conly
Jared Jordan
Jared Jordan

Maurice A. Conly
Maurice A. Conly
Eva Lee B. Ivey
Eva Lee B. Ivey

Maurice A. Conly
Maurice A. Conly
W. L. Mangham
W. L. Mangham

Maurice A. Conly
Maurice A. Conly
W. F. Woolley
W. F. Woolley

Shirley Allen
Shirley Allen
Maurice A. Conly
Maurice A. Conly

Gladys G. Lawhon
Gladys G. Lawhon
Maurice A. Conly
Maurice A. Conly

Mrs. I. A. Babb
Mrs. I. A. Babb
Maurice A. Conly
Maurice A. Conly

Mrs. I. A. Babb
Mrs. I. A. Babb
Maurice A. Conly
Maurice A. Conly

Mrs. I. A. Babb
Mrs. I. A. Babb
Maurice A. Conly
Maurice A. Conly

Mrs. I. A. Babb
Mrs. I. A. Babb
Maurice A. Conly
Maurice A. Conly

Mrs. I. A. Babb
Mrs. I. A. Babb
Maurice A. Conly
Maurice A. Conly

Mrs. Gladys Congre
Mrs. Gladys Congre
Maurice A. Conly
Maurice A. Conly

Walter P. Ledet
Walter P. Ledet

Deloy Blewer
Deloy Blewer

James M. Cooper
James M. Cooper

Willie Waddle
Willie Waddle

Hoyt T. Waddle
Hoyt T. Waddle

Est. of S. Nelken
By: S. W. Nelken, Administrator
Est. of S. Nelken
By: S. W. Nelken, Administrator

Edgar P. Brown
Edgar P. Brown

H. C. Ivey
H. C. Ivey

Clara Brown
Clara Brown

Carroll Williamson
Carroll Williamson

Mrs. Josie R. Lisso
Miss Roberta Hockwald,
Joe Raphael,
By: J. B. Nachman, Agent & Attorney
in Fact.
C. W. LANE COMPANY, INC.
By C. W. Lane
C. W. Lane, President

Jeff DeBlieux, Jr.
Jeff DeBlieux, Jr.

Gracia DeB. Caspari
Gracia DeB. Caspari

Camille D. McCain
Camille D. McCain

Lucille DeB. Kelley
Lucille DeB. Kelley

J. Foster Smith
J. Foster Smith

Joseph L. Ewing, Jr., M. D.
both individually and as agent
and attorney in fact for
Mrs. Dorothy E. Gadpaille
Joseph L. Ewing, Jr. M. D.,
both individually and as Agent and
Attorney in Fact for
Mrs. Dorothy E. Gadpaille

Sylvan W. Nelken individually
& as agent & attorney in fact for
Augusta Nelken
Fannie B. Nelken
Lillian Nelken
Miriam Nelken
Iron D. Nelken &
Mrs. Jetty Nelken Pressburg

Clarence L. Paschal
Lucy Trepagnier?

Sylvan W. Nelken, Individually and as
Agent & Attorney in fact for,
Augusta Nelken
Fannie B. Nelken
Lillian Nelken
Miriam Nelken
Iron D. Nelken &
Mrs. Jetty Nelken Pressburg

ACCEPTED FOR THE DEPARTMENT OF
HIGHWAYS OF THE STATE OF LOUISIANA
BY: Paul E. Lirette
Paul E. Lirette
Right of Way Engineer

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, this day personally appeared Maurice A. Conly, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn on his oath, says:

That he subscribed his name to the foregoing instrument as a witness and that he knows Adrian Land

Deloy Blewer

James M. Cooper

Willie Waddle

Hoyt T. Waddle

S. W. Nelken, Administrator
for S. Nelken Estate,
H. C. Ivey

Edgar P. Brown

Carroll Williamson

Clara Brown

C. W. Lane, President
C. W. Lane Company, Inc.,

J. B. Nachman, Agent and Attorney in fact for
Mrs. Josie R. Lisso, Miss Roberta Hockwald and
Joe Raphael

Jeff DeBlieux, Jr.,

Gracia DeB. Caspari

Camille D. McCain,

Lucille DEB. Kelley

J. Foster Smith

Joseph L. Ewing, Jr., M.D., both individually
and as agent and attorney in fact for
Mrs. Dorothy E. Gadpaille,

Sylvan W. Nelken, individually and as agent and attorney in fact for Augusta Nelken, Fannie B. Nelken, Lillian Nelken, Miriam Nelken, Iron D. Nelken and Mrs. Jetty Nelken Pressburg to be the identical persons described therein and who executed the same and saw them sign the same as their voluntary act and deed, and that he, the said Maurice A. Conly subscribed his name to the same at the same time as an attesting witness.

Maurice A. Conly
Affiant - MAURICE A. CONLY

SWORN TO and subscribed before me, this 5th day of December, 1956.

Robert C. Bethea
Ex-Officio Notary Public for Department
of Highways, State of Louisiana

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority, this day personally came and appeared PAUL E. LIRETTE, TO me personally known, who acknowledged to me that he is the Right of Way Engineer of the Department of Highways of the State of Louisiana and that as such, he signed and executed the foregoing act as his free act and deed for and on behalf of the said Department of Highways for the uses, purposes and considerations therein set forth.

Paul E. Lirette
Paul E. Lirette

SWORN TO and subscribed before me this 5th day of December, 1956.

Robert C. Bethea
Robert C. Bethea
Ex-Officio Notary Public for
Department of Highways,
State of Louisiana

EXTRACT FROM MINUTES OF MEETING OF BOARD OF DIRECTORS

OF

C. W. LANE COMPANY, INC.

Shreveport, Louisiana
May 24, 1955

BE IT RESOLVED: That the president, C. W. Lane, or the vice-president, C. W. Lane, Jr., or either of them, be and they are hereby authorized, directed and empowered to sign and execute warranty deeds to real estate for and on behalf of C. W. Lane Company, Inc., whether said deeds be for cash consideration or a part cash and part credit; also, to buy and sell real estate, mineral rights, royalties, stocks and bonds, and notes; and to accept mortgages, notes receivable, crop liens and chattel mortgages, to sign agricultural leases, oil, gas and mineral leases, and leases covering real property as well as rental contracts; to sign and execute transfer and division orders; to grant and sign timber deeds, road right-of-ways, pipeline right-of-ways, servitudes, and such other instruments or contracts as may be deemed necessary in the premises covering any and all property, real, mixed or personal, belonging to the Corporation and located in the States of Louisiana, Arkansas, Texas, Mississippi, and California, and property owned in the City of Shreveport, Caddo Parish, Louisiana.

Said resolution being put to a vote, was unanimously carried.

E. A. Sartor
Secretary

C. W. Lane
President

State of Louisiana
Parish of Caddo

I, E. A. Sartor, Jr., Secretary of C. W. Lane Company, Inc., hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said Corporation at a meeting duly held the 24th day of May, 1954, at which a quorum was present and voting, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the by-laws of said Corporation.

Dated: November 7, 1956.

E. A. Sartor, Jr.
E. A. Sartor, Jr., Secretary

POWER OR ATTORNEY

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, duly commissioned and qualified, personally came and appeared:

JOE RAPHAEL,

resident of the State of Texas, County of Tarrant, hereinafter referred to as Appearer, who hereby makes, constitutes and appoints:

J. B. NACHMAN,

a resident of Rapides Parish, Louisiana, agent and attorney in fact for and in Appearer's name and stead, to sell, transfer, convey and deliver a right of way to the Department of Highways of the State of Louisiana, on and across land owned by Appearer, described thus:

A strip or parcel of land having a width of 100 feet, measuring 50 feet on each side of the center line of the existing highway known as Grand Ecure Campiti Hwy., State Project #305-01-06, and extending from grantor's south property line at approximately Survey Sta. 140 + 68 to Survey Sta. 155 + 50, or north property line, which parcel of land owned by the Raphael Heirs is in Secs. 33, 34, & 35, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, near the Town of Campiti, the entire tract being specifically shown on plat of survey by Gaiennie Hyams, Registered Surveyor; dated March 1950.

The consideration to be paid by the State of Louisiana to the Raphael Heirs, as owners of said property, is the sum of \$300.00 per acre for the net area of the right of way over and across the above described property, which area shall be determined by survey to be made by the Engineers of said Department of Highways.

Appearer further declares that said agent and attorney in fact is hereby granted full power and authority to execute in Appearer's name, a deed conveying said right of way to the Department of Highways, for the consideration above set forth, and to do and perform any and all acts necessary and proper; to receive and receipt for the consideration, and to execute for and on behalf of Appearer all legal instruments and documents necessary to effectuate the purposes herein expressed as fully and to the same extent as Appearer could do if personally present and acting on his own behalf. Appearer confirms and ratifies the acts of his said agent.

Done and signed this 10 day of November, 1956, in the presence of me, Notary, and undersigned competent witnesses, after due reading.

WITNESSES:
Barbara Owens
Joan Stowers

Annie Franklin

Joe Raphael

STATE OF LOUISIANA

POWER OF ATTORNEY

PARISH OF RAPIDES

Before me, the undersigned authority, duly commissioned and qualified, personally came and appeared: MRS. JOSIE R. LISSO, a resident of the State of Louisiana, Parish of Rapides, hereinafter referred to as Appearer, who hereby makes, constitutes and appoints:

J. B. NACHMAN, a resident of Rapides Parish, Louisiana, agent and attorney in fact for and in Appearer's name and stead, to sell, transfer, convey and deliver a right of way to the Department of Highways of the State of Louisiana, on and across land owned by Appearer, and described as follows:

A strip or parcel of land having a width of 100 feet, measuring 50 feet on each side of the center line of the existing highway known as Grand Ecure-Campti Highway, State Project #305-01-06, IA-486, and extending from Grantor's south property line at approximately Survey Sta. 140/68 to Survey Sta. 155/50, or north property line, which parcel of land owned by the Raphael Heirs is in Secs. 33, 34 & 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, near the Town of Campti, the entire tract being specifically shown on plat of survey by Gaiennie Hyams, Registered Surveyor, dated March 1950.

The consideration to be paid by the State of Louisiana to the Raphael Heirs as owners of said property is the sum of \$300.00 per acre for the net area of the right of way over and across the above described property, which area shall be determined by survey to be made by the Engineers of the said Department of Highways.

Appearer further declares that her said agent and attorney in fact is hereby granted full power and authority to execute, in Appearer's name, a deed conveying said right of way to the Department of Highways, for the consideration above set forth, and to do and perform any and all acts necessary and proper; to receive and receipt for the consideration, and to execute for and on behalf of Appearer all legal instruments and documents necessary to effectuate the purposes herein expressed, as fully and to the same extent as Appearer could do if personally present and acting on her own behalf. Appearer confirms and ratifies the acts of her said agent.

Done and passed on this 3rd day of November, A. D., 1956, in the presence of me, Notary, and undersigned competent witnesses, after due reading.

WITNESSES:

Isaac Wehlder
Joe Betty Blanchard

Shirley Allen
Notary Public

Josie R. Lisso

STATE OF TEXAS

POWER OR ATTORNEY

COUNTY OF HARRISON

Before me, the undersigned authority, duly commissioned and qualified, personally came and appeared: MISS ROBERTA HOCKWALD, A resident of the State of Texas, County of Harrison, hereinafter referred to as Appearer, who hereby makes, constitutes and appoints:

J. B. NACHMAN, a resident of Rapides Parish, Louisiana, agent and attorney in fact for and in Appearer's name and stead, to sell, transfer, convey and deliver a right of way to the Department of Highways of the State of Louisiana, on and across land owned by Appearer and described as follows:

A strip or parcel of land having a width of 100 feet, measuring 50 feet on each side of the center line of the existing highway known as Grand Ecure-Campti Hwy., State Project #305--1-06, IA-486, and extending from Grantor's south property line at approximately Survey Sta. 140/50, or north property line, which parcel of land owned by the Raphael Heirs is in Secs. 33, 34 & 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, near the Town of Campti, the entire tract being specifically shown on plat of survey by Gaiennie Hyams, Registered Surveyor, dated March 1950.

The consideration to be paid by the State of Louisiana to the Raphael Heirs as owners of said property is the sum of \$300.00 per acre for the net area of the right of way over and across the above described property, which area shall be determined by survey to be made by the Engineers of the said Department of Highways.

Appearer further declares that said agent and attorney in fact is hereby granted full power and authority to execute, in Appearer's name, a deed conveying said right of way to the Department of Highways, for the consideration above set forth, and to do and perform any and all acts necessary and proper; to receive and receipt for the consideration, and to execute for and on behalf of Appearer all legal instruments and documents

necessary to effectuate the purposes herein expressed, as fully and to the same extent as Appearer could do if personally present and acting on her own behalf. Appearer confirms and ratifies the acts of her said agent.

Done and passed this 30th day of October, 1956, in the presence of me, Notary, and undersigned competent witnesses, after due reading.

Witnesses:

T. J. Chatham
Marol McMullen

(Miss) Roberta Hockwald

J. H. Hightower J. H. Hightower
Notary Public, Harrison County, Texas

STATE OF LOUISIANA

PARISH OF RAPIDES

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, personally came and appeared: J. B. Nachman, well known to me, who after being duly sworn,, in accordance with the law, did depose and say:

That he is married to Mrs. Mary Anna Nachman, born Lisso, the daughter of Mrs. Josie Raphael Lisso, the daughter of Mrs. Josie Raphael Lisso, descendant of Sam Raphael and Anna Nathan Raphael; that he is well acquainted with the family history and heirship of the late Sam Raphael and Mrs. Anna Nathan Raphael, and particularly in reference to the ownership of the farm known as the Raphael Farm and owned by the Raphael Heirs, situated in Secs. 33, 34 & 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and specifically shown on plat of survey by Galennie Hyams, Registered Surveyor, dated March 1950, which plat is annexed hereto and made a part hereof by reference; that Sam Raphael and Anna Nathan Raphael were married but once and then to each other; that Sam Raphael died in the year 1881, and Mrs. Anna Nathan Raphael died about the year 1904.

That of the marriage between Sam Raphael and Mrs. Anna Nathan Raphael the following children were born:

Mrs. Amelia Raphael Hockwald, Mrs. Mina Raphael Pope, Sam Raphael, Jr. and Mrs. Josie Raphael Lisso;

That other children were born of the marriage, namely, Robert Raphael, who died at the age of ten years, and Josephine Raphael, who died in infancy; that ten other children were born, who died at birth or shortly thereafter

That Mrs. Amelia Raphael Hockwald, a descendant, died in the year 1925, leaving as her sole and only heir, Miss Roberta Hockwald, single; that Mrs. Mina Raphael Pope died without issue in the year 1908; that Sam Raphael, Jr. died about the year 1941, leaving as his sole and only heir at law Joe Raphael.

That the real property known as the Raphael Farm, and specifically shown on the plat by Galennie Hyams, was inherited by the above named, and is now owned by Mrs. Jospe Raphael Lisso, Miss Roberta Hockwald and Joe Raphael in the proportions of an undivided one-third interest and ownership in each of the above named.

Sworn to and subscribed
before me, this 6th day of
November, 1956.

J. B. Nachman

Shirley Allen

STATE OF LOUISIANA

POWER OF ATTORNEY

PARISH OF ORLEANS

Before me, the undersigned authority, a Notary Public, duly commissioned and qualified, personally came and appeared:

MRS. DOROTHY E. GADPAILLE, wife of DR. WARREN J. GADPAILLE, a resident of 7925 Zimple Street, New Orleans, Orleans Parish, Louisiana, hereinafter referred to as Appearer, who makes, constitutes and appoints:

DR. JOSEPH L. EWING, JR., husband of Miss MARION LICHTHALL, a resident of Caddo Parish, Louisiana, agent and attorney in fact for and in Appearer's name and stead, to sell, transfer, convey and deliver a right of way to the Department of Highways of the State of Louisiana, on and across land owned by Appearer and her Agent, Dr. Joseph L. Ewing, Jr., and described as follows:

A strip or parcel of land having a total width of 100 feet along the existing highway, known as Grand Ecure-Campti Highway, State Project No. 305-01-06, LA-486, and extending from Grantor's south property line to the North property line, or across Appearer's property, which parcel of land owned by her agent, in Sections 23 and 78, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, near the Town of Campti, formerly known as the Henry Plantation.

The consideration to be paid by the State of Louisiana to the Appear and her agent, as owners of said property is the sum of \$300.00 per acre for the net area of the right of way over and across the above described property, which area shall be determined by survey to be made by the Engineers of the said Department of Highways.

As a matter of clarification the proerty crossed by the above highway is jointly owned by Appearer and her Agent, and the C. W. Lana Company, Inc., of Shreveport, Louisiana.

Appearer further declares that her said agent and attorney in fact is hereby granted full power and authority to execute, in Appearer's name, a deed conveying said right of way to the Department of Highways, for the consideration above set forth, and to do and perform any and all acts necessary and proper; to receive and receipt for the consideration, and to execute all legal instruments for and on behalf of Appearer, which are necessary to effecutate the purposes herein expressed, as fully and to the same extent as Appearer could do if personally present and acting on her own behalf. Appearer confirms and ratifies the acts of her said agent.

Done and passed on this 10th day of November, A. D., 1956, in the presence of me, Notary, and the undersigned competent witnesses, after due reading.

WITNESSES:

C. C. Henson, Jr.
E. A. Struty?

Mrs. Dorothy E. Gadpaille
Mrs. Dorothy E. Gadpaille

Wilmer A. Simpson, Jr.
Notary Public
Wilmer A. Simpson, Jr.
Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

No. 105578 thru No. 105581 Conveyance Book No. 228.

No. 105582

COMMITMENT

District Court

To

Bennie Green

Judgment

Rec'd Decemver 12, 1956
at 2:24 O'clock PM

Considering the foregoing information, as set forth in the application, accompanying papers, Certificate of Coroner and Physician, and by virtue of the authority vested in me by law, I hereby commit Bennie Green, a resident of Natchitoches Parish, Louisiana, as being mentally ill to the CENTRAL LOUISIANA STATE HOSPITAL, PINEVILLE, LOUISIANA, for observation, care and treatment as provided by law.
Given under my hand at Natchitoches, LOUISIANA, on the 11th day of December, 1956.

Signed:

L. P. Stephens

No. 105583

NUMBER 29, 988

Preston Wyatt

TENTH JUDICIAL DISTRICT COURT

To

NATCHITOCHE PARISH, LOUISIANA

Emily Allen Wyatt

Judgment

Rec'd December 13, 1956
at Motion Hour

In the above entitled and numbered cause, by reason of the law and evidence being in favor thereof on trial of same, it is therefore:

ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of the plaintiff, Emily Allen Wyatt, and against the defendant, Preston Wyatt, granting and awarding her a separation from bed and board, dissolving forever the community of acquets and gains heretofore existing between them.

It is further ORDERED, ADJUDGED AND DECREED that the care, custody and control of the minor children, Carlene Wyatt and Wanda Wyatt be awarded to the mother, and that the care, custody and control of the minor children, Jerry Wyatt and Tommy L. Wyatt, be awarded to the father.

It is further ORDERED, ADJUDGED AND DECREED that the Mother can see the children awarded to the father at reasonable times and intervals, and that the father shall have the right to see and visit the children awarded the mother at reasonable times and intervals.

It is further ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of Emily Allen Wyatt and against the defendant, Preston Wyatt, awarding her for her use and benefit and for the use and benefit of the minor children, Carlene Wyatt and Wanda Wyatt, the right to receive from the V. A. such an amount as the Veteran's Administration awards out of the Veteran's Pension Fund under identical circumstances, or if said

No. 98536
Rec'd February 27, 1953
At 9:54 o'clock A.M.

RIGHT OF WAY GRANT

STATE OF LOUISIANA
PARISH OF NATCHITOCHE

KNOW ALL MEN BY THESE PRESENTS:

That Natchitoches Parish School Board does by these presents grant unto the

Board of Commissioners of Gravity Drainage District No. 1 of Natchitoches Parish, Louisiana, the necessary right-of-way for the construction, maintenance and improvement of drainage facilities through and across my property in: Ward Four of Natchitoches Parish, Louisiana, described as follows:

A certain tract of land being situated in Section 16, Township 9 North, Range 6 West.

Another tract of land being Section 16, Township 10 North, Range 6 West.

According to District Wide Drainage Program Map File No. _____

The consideration for this grant is the expectation of benefits to said property as a result of the drainage improvement program.

In witness whereof this instrument is executed on this April day of 1950

WITNESS:

H. L. Graham

Cornelia Melancon

NATCHITOCHE PARISH SCHOOL BOARD
BY: E. A. Lee
Superintendent

Grantor

STATE OF LOUISIANA
PARISH OF NATCHITOCHE

BEFORE ME, the undersigned Notary Public in and for the State and Parish aforesaid, on this day came and appeared

H. L. Graham

who being by me duly sworn, deposes and says that he was one of the sub-

scribing witnesses to the above and foregoing instrument, and that the same was signed by Natchitoches Parish School Board the grantor, in his presence and in the presence of the other subscribing witness.

H. L. Graham

Sworn to and subscribed before me this the April day of 1950 A. D.

Geraldine F. Brice
Notary Public

No. 98537
Rec'd February 27, 1953
At 9:49 o'clock A.M.

RIGHT OF WAY GRANT

STATE OF LOUISIANA
PARISH OF NATCHITOCHE

KNOW ALL MEN BY THESE PRESENTS:

That S. Nelken, Est., by Sylvan Nelken, Agt. does by these presents grant unto the

Board of Commissioners of Gravity Drainage District No. 1 of Natchitoches Parish, Louisiana, the necessary right-of-way for the construction, maintenance and improvement of drainage facilities through and across my property in: Ward Four of Natchitoches Parish, Louisiana, described as follows:

A certain tract of land, being situated in Sections 39, 45, and 46, Township 10 North, Range 7 West.

According to District Wide Drainage Program Map File No. L-6 - AEL-6

The consideration for this grant is the expectation of benefits to said property as a result of the drainage improvement program.

In witness whereof this instrument is executed on this 5th day of November 1950

WITNESS:

W. A. Arledge

Arthur C. Watson

Estate of S. Nelken
By: Sylvan Nelken
Agent

Grantor

STATE OF LOUISIANA
PARISH OF NATCHITOCHE

BEFORE ME, the undersigned Notary Public in and for the State and Parish aforesaid, on this day came and appeared

Arthur C. Watson

who being by me duly sworn, deposes and says that he was one of the sub-

scribing witnesses to the above and foregoing instrument, and that the same was signed by S. Nelken, Estate, by Sylvan Nelken, Agt. the grantor, in his presence and in the presence of the other subscribing witness.

Arthur C. Watson

Arthur C. Watson

Sworn to and subscribed before me this the 5th day of November 1950 A. D.

Richard B. Williams
Richard B. Williams Notary Public

RECEIVED AND FILED
LOUIE BERNARD
CLERK OF COURT

CONV. BOOK 629

320851

Pg. 41

STATE OF LOUISIANA

2009 JAN 14 12:01

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF NATCHITOCHES
BY *[Signature]*
NATCHITOCHES PARISH, LA.

That Charles Ray Cotton a/k/a Charles R. Cotton and Dorothy M. Leach Cotton a/k/a Dorothy M. Cotton, husband and wife, hereinafter called "Grantor", whether one or more, for ten dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to **CROSSTEX LIG, LLC**, a Louisiana Limited Liability Company, whose address is 8090 Highway 3128, Pineville, Louisiana 71360, hereinafter called "Grantee", its successors and assigns, a permanent right-of-way and servitude fifty (30) feet in width ("Servitude") to survey, clear and excavate along a route, to lay, construct, reconstruct, operate, maintain, inspect, text, repair, after, protect, change the size of in whole or part, replace, remove or abandon in place one pipeline for the transportation of oil, gas, condensate, distillate, water or any other substance which can be transported by a pipeline, and appurtenant facilities, including but not limited to above and below ground meters and valve, cathodic protection equipment, pipeline markers, communications facilities and equipment, and such other facilities and equipment as are used or useful in the construction, operation and maintenance of pipelines on, under, through and across the following described land, in Natchitoches Parish, State of Louisiana, to wit:

That certain tract of land currently owned by Crosstex LIG, LLC, located in Natchitoches Parish, Louisiana, Section 9, Township 10 South, Range 7 West, said tract contains 5.507 acres, more or less.

Easement being more particularly shown and described on Exhibit "A" attached hereto and incorporated herein, together with all right necessary to convenient to the full use and enjoyment of the Servitude.

For the same consideration Grantor does hereby grant and convey temporary construction servitude 25 feet in width, adjacent to and parallel with the permanent servitude described herein, on over, under, through and across said land as further shown and described on Exhibit A, together with additional workspace as reasonably necessary at road crossings, waterways, or areas with unusual construction problems, for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the construction of one pipeline on the Servitude. The temporary construction servitude shall automatically terminate and revert to the Grantor upon the completion of construction of the pipeline.

The Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment of use of the right herein granted, including, but not limited to the right of ingress and egress over and across said land and Grantor's adjacent lands to and from said Servitude via the use of the current right of ways possessed by Crosstex. Grantee shall have the right from time to time to cut all tress and undergrowth and remove other obstructions on the Servitude that, in its judgment, may injure endanger or interfere with the use of said pipeline.

Grantor reserves the right to full use and enjoyment of said land for any purpose, except for the purposes herein granted to Grantee; provided, however, that Grantor shall not construct, nor permit to be constructed, any house, building, road, driveway or other improvements or obstructions with in the Servitude without the express prior written consent of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the Servitude, or impound water over the Servitude without prior written approval (not to be unreasonably withheld) of Grantee.

Grantee hereby agrees to bury any pipeline constructed under this agreement to a minimum depth of thirty-six (36) inches from the surface. Grantee shall pay for any damages to crops, fences, timber, livestock, roads driveways and other personal property, fixtures or other improvements of Grantor caused by Grantee in the construction, use, maintenance, operation repair or removal of said pipeline and its appurtenant facilities, regardless of whether such damage occurs within the right-of-way area or temporary working space provided for above or other portions Grantor's property.

Grantee shall save and hold harmless and indemnify Grantor against all claims, losses and damages of every kind whatsoever, including costs and reasonable attorney's fees, instant to or in any manner whatsoever resulting from injuries

AA4

to persons and damage to property, or other liabilities or obligations arising or growing out of the laying, maintenance, use, operation, repair, replacement or removal of said pipeline, any equipment or other appurtenances to said pipeline and/or the commodities or products transported therein or thereby, and all other work and operations undertaken by Grantee on Grantor's above described lands. Provided, however, the foregoing indemnity shall not extend to any such claims, losses or damages to the extent same are caused by the negligence, willful misconduct, and/or interference with Grantee's rights hereunder, by Grantor, its agents, invitees, permittees, lessees, successors or assigns; including, without limitation, damage or removal of pipeline markers, construction or placement of improvements, fixtures or permanent structures on the right-of-way area subject to this Agreement (which is not permitted in any instance) or excavation within such area without proper prior notice to, and coordination with, Grantee's representatives regarding any such excavations.

TO HAVE AND TO HOLD unto Grantee; its successors and assigns, until said right of way or servitude or any one or more of said rights privileges are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised, or any line, structure or facility installed hereunder is used or remains thereon. Grantor hereby binds itself, its heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular said Servitude unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The rights herein granted may be assigned in whole or in part.

It is mutually agreed and understood that this Right of Way Agreement, as written, covers all agreements and stipulations between the said parties, and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms of hereof.

IN TESTIMONY WHEREOF, the Grantor herein has executed this grant this 16th day of December, 2008.

WITNESSES:

Karen Pichon
Print Name: KAREN PICHON

Amy Hawkins
Print Name: AMY HAWKINS

Karen Pichon
Print Name: KAREN PICHON

Amy Hawkins
Print Name: AMY HAWKINS

GRANTOR(S):

Charles Ray Cotton
Charles Ray Cotton a/k/a Charles R. Cotton

Dorothy M. Leach Cotton
Dorothy M. Leach Cotton a/k/a Dorothy M. Cotton

ACKNOWLEDGEMENTS

STATE OF LOUISIANA

PARISH OF Natchitoches

Before me, The undersigned, a notary public in and for said parish and state on this day personally appeared Charles Ray Cotton and Dorothy M. Leach Cotton, known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal this 16th day of December, 2008.

From: BETH

337 589 4242

12/15/2008 17:07

#176 P.003/007

CONV. BOOK 629

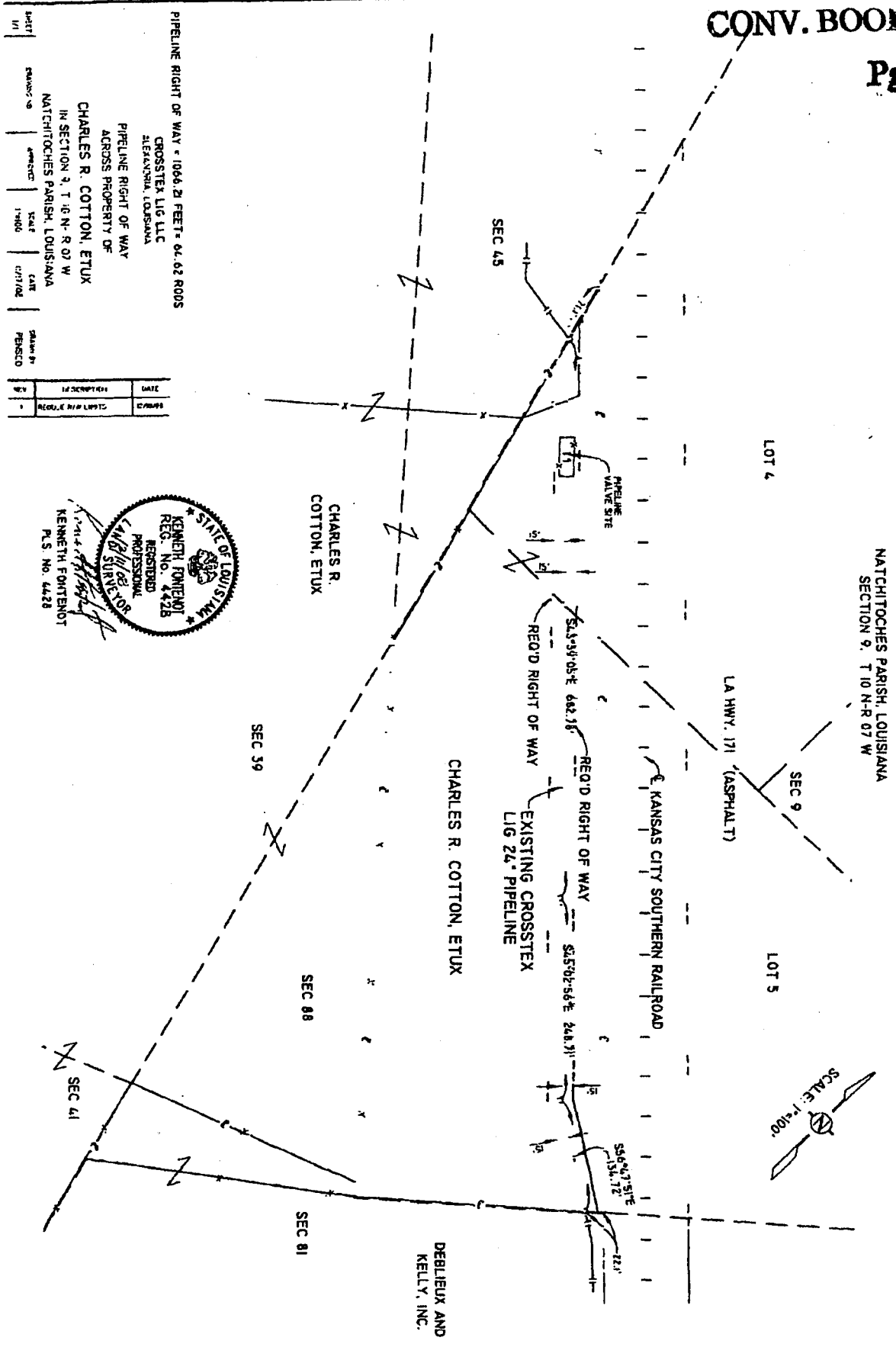
Donna F. Birdwell #16702 Pg. 43
Notary Public

Donna F. Birdwell
Typed or Printed Name of Notary Public

PL061912/912RW_P.AT01 LAYOUT 14 1-00 12/15/08 @ 17:16 SJD T.P

CONV. BOOK 620

Pg. 44

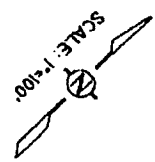
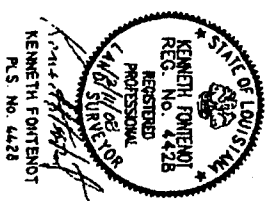


PIPELINE RIGHT OF WAY = 1066.21 FEET = 04.62 RODS
 CROSSSTEX LIG LLC
 ALEXANDRIA, LOUISIANA

PIPELINE RIGHT OF WAY
 ACROSS PROPERTY OF
 CHARLES R. COTTON, ETUX
 IN SECTION 9, T 10 N, R 07 W
 NATCHITOCHES PARISH, LOUISIANA

DATE: 12/15/08
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 SCALE: 1"=400'
 DATE: [blank]
 PREPARED BY: [blank]

| NO. | DESCRIPTION | DATE |
|-----|-------------------|----------|
| 1 | RECORD R/W LIMITS | 12/15/08 |



RECEIVED AND FILED
LOUIE BERNARD
CLERK OF COURT

301396

CONV. BOOK 610
Pg. 116
D.M. Leach
C.R.L.

2007 MAR 21 11 A 9 19
BY *Melley Delise* CLERK
NATCHITOCHES PARISH, LA
STATE OF LOUISIANA
RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF NATCHITOCHES

That Charles Ray Cotton a/k/a Charles R. Cotton and Dorothy M. Leach Cotton a/k/a Dorothy M. Cotton, husband and wife, hereinafter called "Grantor", whether one or more, for ten dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey to CROSSTEX LIG, LLC, a Louisiana Limited Liability Company, whose address is 8090 Highway 3128, Pineville, Louisiana 71360, hereinafter called "Grantee", its successors and assigns, a permanent right-of-way and servitude fifty (50) feet in width ("Servitude") to survey, clear and excavate along a route, to lay, construct, reconstruct, operate, maintain, inspect, test, repair, after, protect, change the size of in whole or part, replace, remove or abandon in place one pipeline for the transportation of oil, gas, condensate, distillate, water or any other substance which can be transported by a pipeline, and appurtenant facilities, including but not limited to above and below ground meters and valve, cathodic protection equipment, pipeline markers, communications facilities and equipment, and such other facilities and equipment as are used or useful in the construction, operation and maintenance of pipelines on, under, through and across the following described land, in Natchitoches Parish, State of Louisiana, to wit:

383.73 acres of land, more or less, situated in Sections 39, 41, 45 and 88, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, being more particularly described as Tract "B" in that certain Cash Sale Deed dated November 10, 2000, from Continental Land and Mineral Company, a Louisiana corporation, to Charles Ray Cotton and Dorothy M. Leach Cotton, husband and wife, recorded as instrument Number 216478 in Book 551, Page 43 of the Conveyance Records of Natchitoches Parish, Louisiana.

Easement being more particularly shown and described on Exhibit "A" attached hereto and incorporated herein, together with all right necessary to convenient to the full use and enjoyment of the Servitude.

For the same consideration Grantor does hereby grant and convey temporary construction servitude 25 feet in width, adjacent to and parallel with the permanent servitude described herein, on over, under, through and across said land as further shown and described on Exhibit A, together with additional workspace as reasonably necessary at road crossings, waterways, or areas with unusual construction problems, for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the construction of any pipeline on the Servitude. The temporary construction servitudes shall automatically terminate and revert to the Grantor upon the completion of construction of the pipeline.

The Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment of use of the right herein granted, including, but not limited to the right of ingress and egress over and across said land and Grantor's adjacent lands to and from said Servitude, with the right to use existing roads over and across said lands. Grantee shall have the right from time to time to cut all tress and undergrowth and remove other obstructions on the Servitude that, in its judgment, may injure endanger or interfere with the use of said pipeline.

Grantor reserves the right to full use and enjoyment of said land for any purpose, except for the purposes herein granted to Grantee; provided, however, that Grantor shall not construct, nor permit to be constructed, any house, building, road, driveway or other improvements or obstructions within the Servitude without the express prior written consent of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the Servitude, or impound water over the Servitude without prior written approval (not to be unreasonably withheld) of Grantee.

Grantee hereby agrees to bury any pipeline constructed under this agreement to a minimum depth of thirty-six (36) inches from the surface. Grantee shall pay for any damages to crops, fences, timber, livestock, roads driveways and other personal property, fixtures or other improvements of Grantor caused by Grantee in the construction, use, maintenance, operation repair or removal of said pipeline and its appurtenant facilities, regardless of whether such damage occurs within the right-of-way area or temporary working space provided for above or on other portions Grantor's property.

Grantee shall save and hold harmless and indemnify Grantor against all claims, losses and damages of every kind whatsoever, including costs and reasonable attorney's fees, instant to or in any manner whatsoever resulting from injuries to persons and damage to property, or other liabilities or obligations arising or growing out of the laying, maintenance, use, operation, repair, replacement or removal of said pipeline, any equipment or other appurtenances to said pipeline and/or the commodities or products transported therein or thereby, and all other work and operations undertaken by Grantee on Grantor's above described lands. Provided, however, the foregoing indemnity shall not extend to any such claims, losses or damages to the extent same are caused by the negligence, willful misconduct, and/or

AAS

interference with Grantee's rights hereunder, by Grantor, its agents, invitees, permittees, lessees, successors or assigns; including, without limitation, damage or removal of pipeline markers, construction or placement of improvements, fixtures or permanent structures on the right-of-way area subject to this Agreement(which is not permitted in any instance) or excavation within such area without proper prior notice to, and coordination with, Grantee's representatives regarding any such excavations..

TO HAVE AND TO HOLD unto Grantee; its successors and assigns, until said right of way or servitude or any one or more of said rights privileges are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised, or any line, structure or facility installed hereunder is used or remains thereon. Grantor hereby binds itself, its heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular said Servitude unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The rights herein granted may be assigned in whole or in part.

It is mutually agreed and understood that this Right of Way Agreement, as written, covers all agreements and stipulations between the said parties, and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms of hereof.

IN TESTIMONY WHEREOF, the Grantor herein has executed this grant this 14 day of August, 2006.

WITNESSES:

GRANTOR(S):

Print Name: Angela Grangel

Charles R Cotton
Charles Ray Cotton a/k/a Charles R. Cotton

Print Name: Paula Reed
Paula Reed

Print Name: Cory Leach
Cory Leach

Dorothy M. Leach Cotton
Dorothy M. Leach Cotton a/k/a Dorothy M. Cotton

Print Name: Gabrielle Stewart
Gabrielle Stewart

ACKNOWLEDGEMENTS

STATE OF LOUISIANA

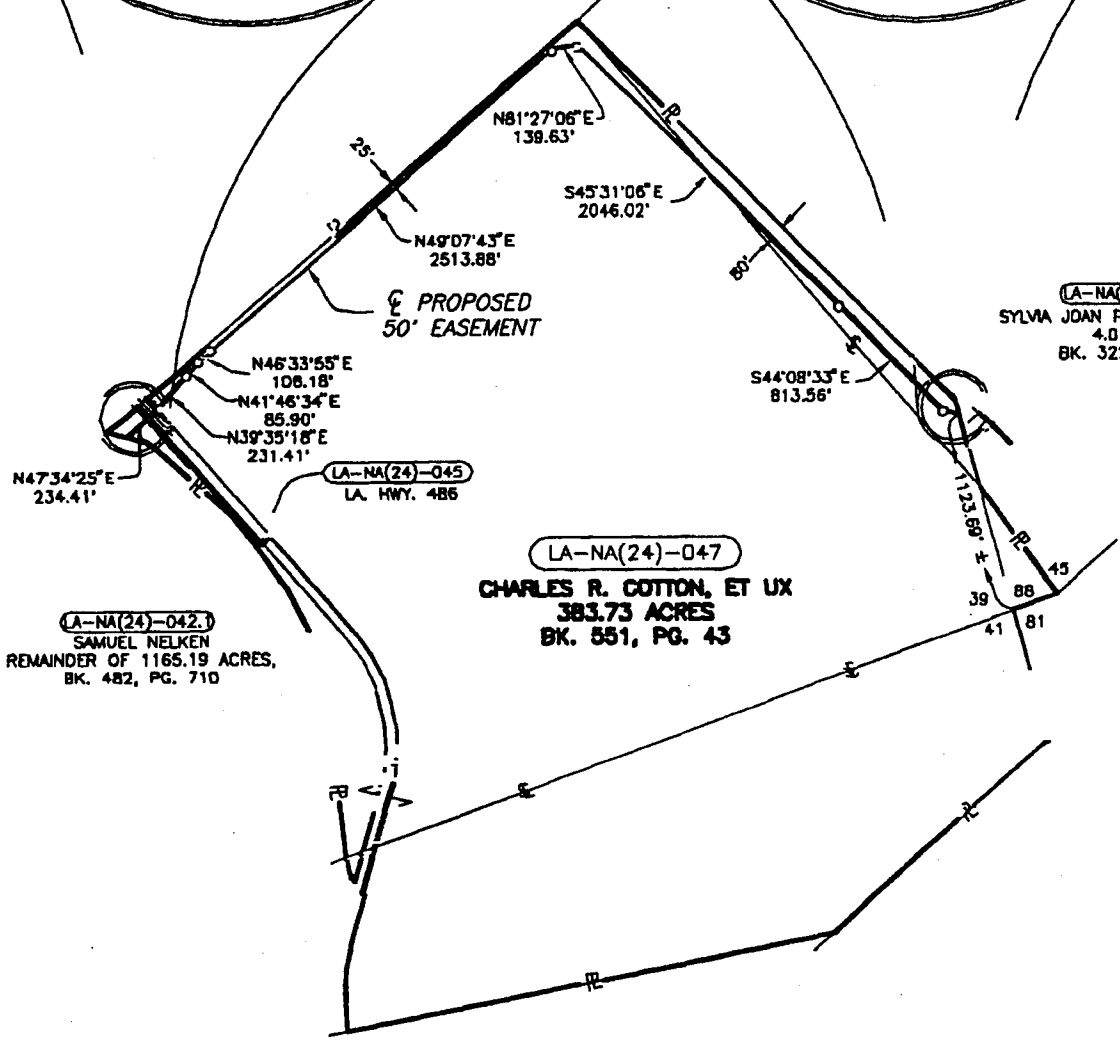
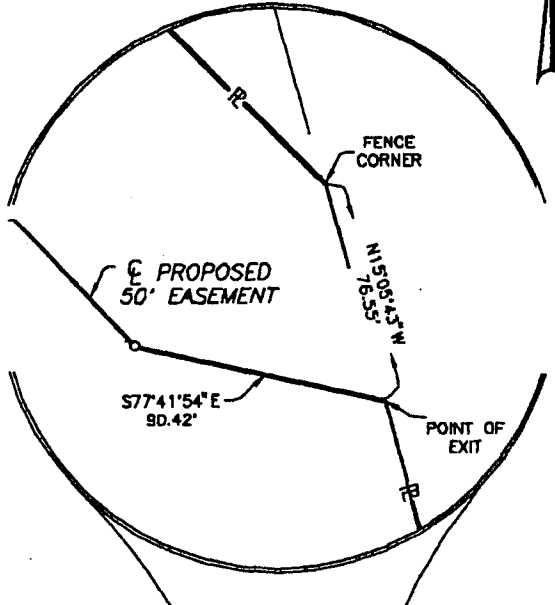
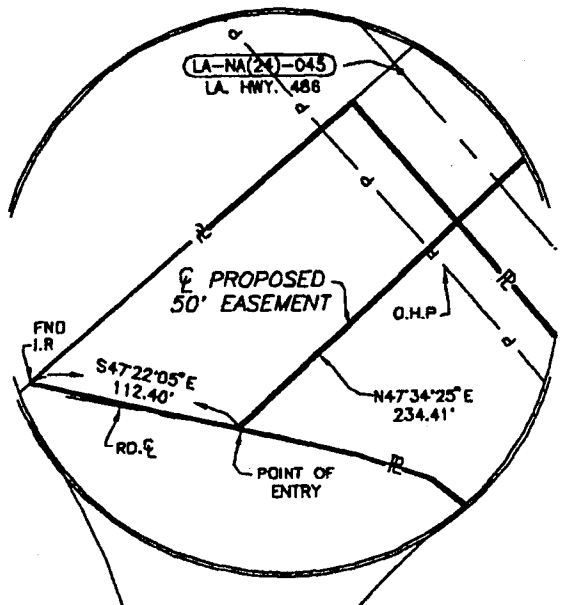
PARISH OF Calcasieu

Before me, The undersigned, a notary public in and for said parish and state on this day personally appeared Charles R. Cotton and Dorothy M. Leach Cotton, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal this 14 day of August, 2006.

Elizabeth C. Kline
Notary Public
Elizabeth C. Kline
Typed or Printed Name of Notary Public

EXHIBIT "A"
NATCHITOCHEES PARISH, LOUISIANA
SECTIONS 39 & 45, T10N-R7W



LA-NA(24)-047.1
SYLVA JOAN PRESSBURG, ET AL
4.0 ACRES
BK. 322, PG. 486

LA-NA(24)-042.1
SAMUEL NELKEN
REMAINDER OF 1165.19 ACRES,
BK. 482, PG. 710

LA-NA(24)-047
CHARLES R. COTTON, ET UX
383.73 ACRES
BK. 551, PG. 43

GRANTEE SHALL HAVE THE RIGHT TO USE A TEMPORARY WORK SPACE TWENTY FIVE FEET (25') WIDE ALONG AND PARALLEL TO THE PERMANENT EASEMENT AND RIGHT OF WAY AS SHOWN HEREON, WHICH WIDTH MAY BE ALLOCATED BETWEEN THE SIDES OF SAID EASEMENT AS MAY BE MOST CONVENIENT FOR CONSTRUCTION OPERATIONS. GRANTEE SHALL ALSO HAVE THE RIGHT TO USE AN ADDITIONAL WORK SPACE AREA AT CREEK, RIVER, HIGHWAY, ROAD AND RAILROAD CROSSINGS AS NEEDED FOR SAID CONSTRUCTION OPERATIONS OR AS OTHERWISE SHOWN ON THIS EXHIBIT "A".

TOTAL LINEAR FEET = 6281.41
PERMANENT EASEMENT = 7.187 ACRES
TEMPORARY WORK SPACE = 3.594 ACRES

| | | | |
|------|---------|--|------|
| 4 | 2-3-07 | CIM CORRECTION BASED ON SURVEY INFORMATION | |
| 3 | 1/17/07 | CDR LINE CHANGE | |
| 2 | 8/28/06 | J.M. DISTANCE CHECK AND LINE CORRECTION | J.G. |
| 1 | 8/25/06 | C.M. CHANGE BOOK/PAGE NUMBER | J.G. |
| REV. | DATE: | BY: DESCRIPTION: | CHK: |

PROPOSED PIPELINE CROSSING PROPERTY OF
CHARLES R. COTTON, ET UX

| | | | |
|----------------------|--------------|-----------|------------|
| NATCHITOCHEES PARISH | | LOUISIANA | |
| PROJECT: | 1618-03-0007 | SCALE: | 1" = 1000' |
| DRAWN BY: | JSJ | DATE: | 07-19-06 |
| CHECKED BY: | JRG | DATE: | 8/9/06 |



DWG. No.: LA-NA(24)-P-047

AMENDMENT TO RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

KNOW BY ALL MEN BY THESE PRESENTS:

WHEREAS, a certain Right-of-Way Agreement for Pipeline dated August 14, 2006, was executed by and between the undersigned, CHARLES RAY COTTON a/k/a CHARLES R. COTTON and DOROTHY M. LEACH COTTON, as Grantor, and CROSSTEX LIG, LLC., as Grantee, and recorded under Register number 301396, Conveyance Book 610, Page 116, on March 21, 2007, of the official records of Natchitoches, Parish, Louisiana, hereinafter referred to as the "Agreement".

WHEREAS, the parties to said Agreement now desire to amend the same as hereinafter set forth:

NOW THEREFORE, in consideration of the original sum and consideration recited in said Right-of-Way for Pipeline the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the said Agreement by incorporating into it the following change, as if originally contained in the Agreement:

The permanent right-of-way and servitude width of Fifty (50) feet as described in paragraph One (1) of the Agreement is hereby changed to read a permanent right-of-way and servitude width of Thirty (30) feet. The Fifty (50') foot easement shown on the plat attached to the agreement is hereby changed to read Thirty (30') foot easement.

The Clerk of Court of Natchitoches Parish, Louisiana is hereby requested to make mention of this Amendment in the margin of the recordation of the aforementioned Right-of-Way Servitude Agreements.

It is understood and agreed by all parties hereto that the provisions contained herein shall supersede any provisions to the contrary in the said Agreement; however, in all other respects, the Agreement and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm such Agreement.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of this 26th day of January, 2009.

WITNESSES:

GRANTOR(S)

Amy Hawkins
Print name AMY HAWKINS

Charles Ray Cotton
CHARLES RAY COTTON a/k/a CHARLES R. COTTON

Karen Pichon
Print name KAREN PICHON

RECEIVED AND FILED
LOUIE BERNARD
CLERK-OF-COURT
2009 FEB 27 11 P
NATCHITOCHE PARISH, LA

WITNESSES:

Amy Hawkins
Print name AMY HAWKINS

Dorothy M. Leach Cotton
DOROTHY M. LEACH COTTON

Karen Pichon
Print name KAREN PICHON

WITNESSES:

GRANTEE

CROSSTEX LIG, LLC

Kelly Seism
Print name KELLY SEISM

BY: Ron W. Kerr OS
Ron W. Kerr as Attorney-in-Fact for
Crosstex LIG, LLC

Chris Bluman
Print name CHRIS BLUMAN

STATE OF LOUISIANA

PARISH OF Natchitoches

On this 26th day of JANUARY, 2009, before me personally appeared CHARLES RAY COTTON a/k/a CHARLES R. COTTON and DOROTHY M. LEACH COTTON to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donna F. Birdwell
Notary Public
Print Name DONNA F. BIRDWELL
Number 16702

STATE OF TEXAS

COUNTY OF Dallas

On this 19 day of February, 2009, before me appeared RON W. KERR to me known, who, being by me duly sworn, did say that he is the Attorney in Fact for CROSSTEX LIG, LLC a limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, in whom management authority is vested, and said RON W. KERR acknowledged said instrument to be the free act and deed of said limited liability company.

Teri J. Cowan
Notary Public
Print Name 1-18-2011



MO259583-00
MG 0687 Pg 336

Loan No. : 826581
Name : CHARLES RAY COTTON
Assn. : LOUISIANA FLBA, FLCA
Branch : ALEXANDRIA

ACT OF COLLATERAL MORTGAGE

BY:
CHARLES RAY COTTON, DOROTHY M. LEACH COTTON

STATE OF LOUISIANA
PARISH OF NATCHITOCHE

RECEIVED AND FILED
LOUISIANA
NOTARY PUBLIC
OFFICE OF THE NOTARY
Nov 10 11 36 AM
NATCHITOCHE, LA

BE IT KNOWN, that on the below inscribed day(s), month(s) and year(s), before the undersigned Notary (his) Public, and in the presence of the witnesses hereinafter named and undersigned, **PERSONALLY CAME AND APPEARED**

CHARLES RAY COTTON, SSN:438-44-5697, and spouse, DOROTHY M. LEACH COTTON, SSN:455-58-4318, both persons of the full age of majority, residents of and domiciled in the Parish of SABINE, State of LOUISIANA, whose mailing address is 922 MILFORD LANE, MANY, LOUISIANA 71449, and who declare that they have each been married but once, and then to each other,

(the "Mortgagor"), who declared unto me, Notary, that, desiring to secure funds from any person, firm or corporation willing to lend same, Mortgagor does for such purpose and by these presents declare and acknowledge a debt in the principal sum of SEVEN HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$ 782,000.00); and, to evidence such indebtedness, has executed, under date of these presents, one (1) certain promissory note for the said sum of SEVEN HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$ 782,000.00), made payable to the order of bearer, due on demand at LOUISIANA FEDERAL LAND BANK ASSOCIATION, FLCA, P.O. BOX 4806, MONROE, LOUISIANA, 71211-4806, bearing interest at the rate of seventeen percent (17%) per annum from date until paid, and attorneys' fees as stipulated herein and therein (the "Note"), which Note, after having been paraphed "Ne Varietur" by me, Notary, for identification herewith, was delivered to Mortgagor, who hereby acknowledges receipt thereof, and Mortgagor further declared that the Note would be negotiated for the purpose of raising funds as heretofore stated, and Mortgagor does by these presents acknowledge to be indebted unto any future holder or holders of the Note (the "Mortgagee") in the full amount thereof, together with interest, attorneys' fees, insurance premiums, taxes, advances and costs, if any should accrue.

In case the Note should be placed in the hands of an attorney-at-law to institute legal proceedings to recover the amount thereof or any part thereof, in principal or interest, or advances, or to protect the interests of Mortgagee, or for compromise or other action, Mortgagor hereby agrees to pay all costs incurred by Mortgagee, including but not limited to reasonable fees and costs of attorneys (salaried, corporate or any other attorney) and any other costs provided for in this Act.

Now, in order to secure the payment of the indebtedness evidenced by the Note, together with all interest, attorneys' fees, premiums of insurance, taxes, advances and costs, Mortgagor does, by these presents, specially mortgage, affect and hypothecate unto and in favor of any future holder or holders of the Note, the following described property (the "Property"), to-wit:

"PROPERTY DESCRIPTION"

That portion of ground, together with all the buildings, component parts and improvements thereon, standing timber, and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging, or in anywise appertaining, including any and all additions, substitutions or replacements thereof, lying and being and situated in the Parish(es) of: NATCHITOCHE, State of Louisiana.

SEE ATTACHED "EXHIBIT A"

Said Property, including, but not limited to, all oil, gas and mineral interest now owned or after acquired, to remain so specially mortgaged, affected and hypothecated unto and in favor of any Mortgagee until the full and final payment of the Note.

Mortgagor does furthermore by these presents hereby confess judgment in favor of Mortgagee for the full amount of said Note in principal, interest and attorneys' fees and for all other costs and any sums that the Mortgagee may advance during the life of this Act for the payment of premiums of insurance, payment of taxes and charges, making of repairs, or for the protection and preservation of the security of this Act as authorized elsewhere in this Act up to an amount equal to two (2) times the face amount of the Note, and expressly waives: (a) the benefit of appraisal, as provided in Articles 2332, 2336, 2723 and 2724, Louisiana Code of Civil Procedure, and all other laws conferring the same; (b) the demand and three (3) days delay accorded by Articles 2639 and 2721, Louisiana Code of Civil Procedure; (c) the notice of seizure required by Articles 2293 and 2721, Louisiana Code of Civil Procedure; (d) the three (3) days delay provided by Articles 2331 and 2722, Louisiana Code of Civil Procedure; and (e) the benefit of the other provisions of Articles 2331, 2722 and 2723, Louisiana Code of Civil Procedure, and any other articles not specifically mentioned above which would prevent the immediate seizure and sale of the Property.

**Article 1
MORTGAGOR'S COVENANTS**

Mortgagor covenants and agrees to the faithful fulfillment of the following stipulations in favor of the Mortgagee to wit:

1.01 INSURANCE. Mortgagor agrees to keep all of the Property constantly insured against all risks (including flood) of damage to, or loss of, the Property, in amounts equal to the full insurable value of the buildings and improvements thereon and in compliance with any Co-insurance clause in the policy or policies or in an amount acceptable to Mortgagee in form and issued by companies acceptable to Mortgagee, under policies payable, in case of loss or damage irrespective of cause, to Mortgagee, as its interest may appear, such rights to be evidenced by standard noncontributory mortgagee clauses; to deliver evidence of such policies to the Mortgagee, with evidence satisfactory to Mortgagee of the payment of the premiums thereon at the time of the execution of this Act, and of the periodic renewals of such policies.

The insurance policies required by this Act shall provide that in no event shall such policy be cancelled even for non-payment of premium or the coverage thereunder reduced in any manner without at least thirty (30) days prior written notice to the Mortgagee.

In the event Mortgagor should, for any reason whatsoever fail to keep all of the Property so insured or to keep said policies so payable to Mortgagee, as aforesaid, or fail to deliver to Mortgagee, as aforesaid the evidence of such policies of insurance, or if Mortgagor obtains such insurance, but for any reason it is cancelled at any time during the term hereof, and Mortgagor fails to obtain a renewal policy immediately and furnish Mortgagee evidence thereof, then Mortgagee, if it so elects, may itself have such insurance effected in such amounts and in such companies as it may deem proper and may pay the premiums.

Mortgagee shall not be responsible for the solvency of any company issuing any insurance policy, whether or not selected or approved by it, or for the collection of any amount due under such policy, and shall be responsible and accountable only for such money as may be actually received by it. Nothing herein contained shall be construed as making the payment of insurance premiums obligatory upon Mortgagee or as making Mortgagee liable in any way for any loss, damage or injury resulting from the failure to insure the Property.

In the event of foreclosure or other transfer of title to any of the Property in extinguishment in whole or in part of the indebtedness evidenced by the Note, all right, title, and interest of Mortgagor in and to all policies evidencing the said insurance then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure, or in Mortgagee or other transferee in the event of such other transfer of title. Mortgagor hereby assigns and transfers all such

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insurance proceeds to Mortgagee. In the case of any fire, accident, or other casualty causing loss or damage to any of the Property against which said insurance shall have been required under this Act (any one of the foregoing being referred to as "Insured Casualty"), (i) Mortgagee may, but shall not be obligated to, make proof of loss if not made promptly by Mortgagor, (ii) each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor, and (iii) Mortgagee shall apply the insurance proceeds which it receives first, to reimburse Mortgagee for all costs and expenses, including reasonable attorney's fees, incurred in connection with the collection of such proceeds and, second, the remainder of said proceeds shall be either (A) deposited with Mortgagee and made available to Mortgagor for disbursements to pay the cost of repair or restoration of the portion of the Property damaged by such Insured Casualty, as the cost of repair and restoration is incurred and on such terms (except that Mortgagor will not be charged interest on said proceeds) as if Mortgagee were making a construction loan for the same, but only for so long as no default has occurred or exists or (B) applied to the repayment of said indebtedness, either in whole or in part, such election to be made by Mortgagee, all without prejudice to, and without affecting the lien of this Act on the Property. If any act or occurrence of any kind or nature (including any casualty on which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of any of said Property, Mortgagor shall (i) give immediate written notice thereof to Mortgagee and (ii) unless otherwise so instructed by Mortgagee, at Mortgagor's sole cost and expense, and regardless of whether the insurance proceeds, if any, shall be sufficient or available hereunder, promptly restore, repair, replace and rebuild said Property so damaged as nearly as possible to its value, condition, and character immediately prior to such damage, loss, or destruction and in accordance with plans and specifications submitted to and approved by Mortgagee.

1.02 LIFE OR MORTGAGE INSURANCE. In the event Mortgagor is required to purchase or purchases private mortgage insurance or Mortgagor assigns a life insurance policy(ies) or acquires credit life insurance to secure payment of any obligation of Mortgagor owed, now or hereafter, but subsequently fails to pay the premium to keep same in force, Mortgagee, at its option, may advance and pay such premium on behalf of Mortgagor. Any policy evidencing such insurance is to be deposited with Mortgagor and either made payable to Mortgagee or assigned to Mortgagee.

1.03 TAXES. Mortgagor agrees to pay and discharge promptly when due, all taxes, liens, local and special assessments, governmental and utility charges ("taxes and charges") of every description which shall from time to time be imposed, assessed or levied upon the Property, or any part thereof, so that the priority of these presents, as herein stipulated for, shall at all times be maintained and preserved, and to furnish to Mortgagee evidence of the payment of such taxes and charges.

In the event Mortgagor should, for any reason, fail to pay and discharge promptly any such taxes and charges when due, then Mortgagee shall be authorized to pay the same, with full subrogation to all rights of all authorities imposing such taxes and charges by reason of such payment. Nothing herein contained shall be construed, however, as making the payment of such taxes and charges obligatory upon Mortgagee or as making Mortgagee liable for any loss, damage or injury resulting from the failure to pay said taxes and charges.

1.04 MAINTENANCE AND REPAIRS. Mortgagor agrees to not commit nor permit waste and to maintain, preserve and keep the Property, and each and every part and parcel thereof, at all times in thorough repair and good working order and condition. Mortgagor further agrees to make all necessary repairs to the Property while this Act remains in effect. Mortgagor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with, the Property so that no encumbrance may ever attach to or be filed against the Property. Upon any failure to maintain or keep the Property in repair, Mortgagee, at Mortgagee's option, may cause reasonable repairs to be performed at Mortgagor's cost.

1.05 COMPLIANCE WITH LAWS. Mortgagor agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, or any part thereof, or the use and operation thereof, and to pay all fees or charges of any kind in connection therewith.

1.06 SALE OR MORTGAGE OF PROPERTY. Mortgagor stipulates that the Property is owned by Mortgagor. Mortgagor agrees not to sell, exchange, lease, convey, transfer, mortgage, deteriorate or further encumber (even by Bond for Deed contract) the Property or any interest therein, or agree to do any of the above to the prejudice of this Act. Mortgagor agrees to pay when due all obligations, lawful claims and demands of any person which, if unpaid, might result in or permit the creation of a lien or encumbrance on the Property, or any part thereof, which such lien would be senior hereto. This prohibition shall apply to, but not be limited to: (a) the transfer of all or any portion of the title to the Property be devise, descent or operation of law upon the death of Mortgagor; (b) the sale, conveyance, exchange, assignment, or other transfer or granting or a security interest in any general partnership interest of Mortgagor, if a general partnership or a limited partnership; or, (c) the sale, conveyance, exchange, assignment, other transfer or granting of a security interest in more than twenty-five (25%) of (i) the issued and outstanding stock of the Mortgagor, if a corporation, or (ii) the limited partnership interest of Mortgagor, if a limited partnership.

Mortgagor hereby acknowledges that the foregoing covenant is provided to Mortgagee in order to protect Mortgagee's security, and/or to allow Mortgagee to increase or decrease the interest rate on the Note and to collect any assumption or transfer fee Mortgagee may deem proper in the event of any transfer to which Mortgagee may have consented, as herein provided.

1.07 ACCESS TO PROPERTY. Mortgagor agrees not to abandon the Property. Mortgagor additionally agrees that Mortgagee has the right to inspect and reappraise the Property at reasonable times. Mortgagor agrees to pay any reasonable appraisal costs, fees and expenses, including the costs and expenses of salaried employees and agents of Mortgagee, as may be incurred from time to time, when such costs, fees and expenses are incurred by either Mortgagor or Mortgagee, in order to maintain, enforce, and ensure compliance with any and all provisions of the Act and/or any instruments relating hereto. In the event Mortgagor should, for any reason, fail to pay and discharge promptly any such reappraisal costs when due, then Mortgagee shall be authorized to pay the same.

1.08 TAXATION OF NOTE AND/OR MORTGAGE. Mortgagor agrees to pay any and all taxes imposed against the Mortgagee which may become due in the event of the passage after the date of this Act of any law deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, liens or debts secured by mortgages for federal, State or local purposes, or manner of the collection of any such tax, so as to affect adversely the rights of Mortgagee under this Mortgage, or in any manner seeking to require the payment of federal, State or local taxes by the Mortgagee because of its interest in the Note and/or this Act.

1.09 VALIDITY AND PRIORITY OF LIEN. Mortgagor agrees to keep valid and unimpaired the lien hereby created or intended to be created and, to that end, to execute, at any future time and as often as may be deemed necessary, on demand of Mortgagee, all such further instruments, assignments and acts of mortgage in due form and effect as may be deemed proper by Mortgagee to the better carrying out of the true intent and meaning of these presents and especially, at Mortgagor's own cost, to do all other things that may be required by Mortgagee to make and keep valid the lien on the Property, and each and every parcel thereof, and to maintain the priority of the lien created hereby on the Property.

1.10 USE. Mortgagor stipulates that the Property is to be used for agricultural purposes (including but not limited to timber cultivation), and no other, in a husbandlike manner; that adequate terraces and drainage ditches be constructed and maintained; that all improvements now on the Property, or hereafter put thereon, not be removed or demolished; that merchantable timber, stone, gravel, minerals, water, caliche, geothermal energy, clay, sand, soil or similar or like materials be not removed from said property without Mortgagee's written consent.

Mortgagor will follow good and approved forestry practices to minimize fire danger, guard against erosion or depreciation, protect young trees, and maintain forest production. Mortgagor will promptly notify Mortgagee of any damage or potential damage to timber from any source. Mortgagor further agrees that no timber now or hereafter affected hereby will be cut, removed, damaged or turpintined (except such as is customarily used on the property for fuel, fencing and repairs) without Mortgagee's prior written consent, and then only upon compliance with such terms and conditions as shall be established by Mortgagee.

In the event this covenant, or any part thereof, is breached, Mortgagor agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee's investigating such violation and in protecting and preserving its security.

1.11 LITIGATION. Mortgagor shall promptly notify Mortgagee of the filing of any action against Mortgagor in any court of law or

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equity, or any state or federal regulatory body of any jurisdiction, which may result in a money judgment against Mortgagor or which may result in the issuance of any cease and desist order, temporary restraining order, injunction or similar order which may impair Mortgagor's ability to carry on its usual business operations.

1.12 ADVERSE CHANGE. Mortgagor agrees that if as a result of the occurrence or nonoccurrence, whether actual or anticipated, of any act or event as determined by Mortgagee, Mortgagee deems itself insecure and/or deems the prospect of payment or performance hereunder impaired, Mortgagor shall, at the option of Mortgagee, pay the whole of the indebtedness (including but not limited to principal, interest, and advances) secured hereby, or provide Mortgagee with sufficient and satisfactory collateral and/or additional collateral.

Article 2 ENVIRONMENTAL MATTERS

Except as disclosed in writing to Mortgagee, Mortgagor, after reasonable inquiry, represents, warrants and covenants as follows:

2.01 COMPLIANCE WITH ENVIRONMENTAL LAWS. Mortgagor has been and agrees to remain in compliance with all applicable federal, state, and local laws relating to protection of the public health, welfare, and the environment (hereafter collectively referred to as "Environmental Laws"), including without limitation those laws relating to the storage, handling, and use of chemicals and other, hazardous materials, those relating to the generation, processing, treatment, storage, transport, disposal, or other management of waste materials of any kind, and those relating to the protection of environmentally sensitive areas. Mortgagor agrees to cause all his employees, agents, contractors, tenants, and any other persons occupying or present on the Property (hereafter collectively referred to as "Occupants") to comply with all applicable Environmental Laws.

Mortgagor agrees that Mortgagor will not knowingly allow the Property to be contaminated, in violation of any applicable law, by toxic and hazardous wastes, pollutants and other hazardous substances, including without limitation asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances identified in or pursuant to any applicable local, state or federal law, regulation, order, or ordinance regarding Hazardous Materials, as defined below. Neither any property (immovable or movable) of Mortgagor nor the operations conducted thereon violate any applicable order of any court or governmental authority or any applicable laws of any governmental authority (including without limitation those referred to in this paragraph and all regulations promulgated thereunder) pertaining to the environment. Mortgagor will not knowingly cause or permit done which will subject any such property to any remedial obligations under any applicable laws pertaining to the environment, (including without limitation those referred to in this paragraph and regulations promulgated thereunder), or would subject any such property to such remedial obligations.

2.02 ON SITE CONDITIONS. There has been no Release and there is no threat of Release of any Hazardous Materials on, onto, or from the Property. The term "Hazardous Materials" means "hazardous substance," "pollutant or contaminant," and "petroleum" and "natural gas liquids," as those terms are defined or used in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). The term "Release" means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

Mortgagor agrees not to allow, and to cause Occupants not to allow, the Release of any Hazardous Material on, onto, or from the Property. Mortgagor further agrees not to handle, use, or otherwise manage, and to cause Occupants not to manage, any Hazardous Material in violation of any Environmental Laws or in any but a reasonable and prudent manner so as to prevent the Release or threat of Release of any Hazardous Material on, onto, or from the Property.

In the event Mortgagor becomes aware that, notwithstanding this provision, a Release or threat of Release on, onto, or from the Property has occurred, Mortgagor agrees to give timely and appropriate regulatory notices, copying Mortgagee, and promptly to remove the Hazardous Materials, including any contaminated soils, from the Property and to dispose of those materials in an authorized and environmentally secure facility.

2.03 NOTICE OF ENVIRONMENTAL PROBLEM OR LITIGATION. With regard to activities and conditions on the Property, and (without creating an obligation on the part of Mortgagee to provide such notice to Mortgagor) except for such notice as may have been given in writing to Mortgagor by Mortgagee and/or its agents, employees or appraiser, neither any Occupant and/or Mortgagor have given, nor was Mortgagor required to give, and have not received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that; (i) any Occupants and/or Mortgagor have violated, or are about to violate, any Environmental Law, judgment or order; (ii) there has been a Release, or there is a threat of Release, of Hazardous Materials from the Property; (iii) any Occupants and/or Mortgagor may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a Release of Hazardous Materials; or (iv) the Property is subject to a lien in favor of any governmental entity for any liability, costs or damages, under any Environmental Laws arising from or costs incurred by such governmental entity in response to a Release of Hazardous Materials. No conditions currently exist that would subject any Occupants and/or Mortgagor to any such investigation, litigation, administrative enforcement or any damages, penalties, injunctive relief, or cleanup costs under and Environmental Law. In the event of such notice, Mortgagor shall immediately provide a copy to Mortgagee.

2.04 RIGHT OF INSPECTION. Mortgagor hereby grants, and will cause any Occupants to grant, to Mortgagee, Mortgagee's agents, employees, attorneys, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Property and facilities thereon, and perform such site assessments, surveys and tests, including without limitation, subsurface testing, soils and groundwater testing, physical, chemical and biological testing, and any other tests thereon, as Mortgagee, in its sole discretion, determines is necessary to protect its security interest; provided, however, that under no circumstances shall Mortgagee be obligated to perform such inspections, site assessments, surveys, or tests. Mortgagor agrees to pay, upon demand, all costs and expenses incurred by Mortgagee in making or causing to be made such inspections, site assessments, surveys and tests. If, as a result of the presence of Hazardous Materials on the Property, Mortgagee finds it necessary or convenient to survey the portion of the Property containing such Hazardous Materials for the purpose of releasing the lien of this Act from such portion, omitting such portion from any foreclosure sale, or for any other purpose, Mortgagor agrees to pay the cost of such survey upon demand.

2.05 INDEMNITY. Mortgagor agrees to indemnify in solido and hold Mortgagee, its directors, employees, agents, attorneys, consultants, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and expenses, including all attorney's fees and expenses incurred by Mortgagee in enforcing this indemnity), arising directly or indirectly, in whole or in part, out of any failure of Mortgagor to comply with the environmental representations, warranties and covenants contained herein. Mortgagor agrees to immediately reimburse Mortgagee for all additional sums which Mortgagee may advance for such purposes, together with interest at the rate provided for in the Note from the date of each such advance until Mortgagor repays Mortgagee in full, all of which shall be secured by this Act.

2.06 CONTINUATION OF REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES. Mortgagor's representations, warranties, covenants and indemnities contained herein under Article 2 shall survive the occurrence of any event whatsoever, including without limitation, the satisfaction of any indebtedness secured by this Act (including but not limited to cancellation of this Act in accordance with Article 4.03), the foreclosure of this Act encumbering the Property, the acceptance by Mortgagee of a dation en paiement, or any transfer or abandonment of the Property.

2.07 CORRECTIVE ACTION. In the event Mortgagor is in breach of any of Mortgagor's representations, warranties, covenants or agreements as set forth above, Mortgagor at Mortgagor's sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties, covenants, and agreements herein or applicable legal requirements and, in any event, shall take all action deemed necessary under all applicable Environmental Laws. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property.

In the event Mortgagor is in breach of any of Mortgagor's representations, warranties or agreements as set forth above, Mortgagee

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may, but is not obligated to, at Mortgagor's sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary under all applicable Environmental Laws. Mortgagor agrees to immediately pay to Mortgagee all amounts so advanced with interest as provided in said Note, and all amounts so advanced shall be secured hereby.

Article 3 EVENTS OF DEFAULT AND REMEDIES

3.01 EVENTS OF DEFAULT. If any one or more of the following events shall occur ("Events of Default"):

- (a) Any nonpayment when due (whether by the mere passage of time or acceleration as permitted herein or in the Note) of any interest, any principal or any advance on the Note; or
 - (b) Any failure of Mortgagor to comply with, or the occurrence of any act, omission or event of Mortgagor which is in violation of any term, condition, or covenant contained in this Act, any promissory note(s), collateral mortgage note(s), collateral mortgage(s), loan agreement(s), security agreement(s), act(s) of pledge, or any other agreement(s) or security device(s) securing the payment of any obligations owed, now or hereafter, by Mortgagor to Mortgagee; or
 - (c) Death or dissolution of either Mortgagor or any guarantor of Mortgagor's obligations hereunder; or
 - (d) Either Mortgagor or any guarantor of Mortgagor's obligations hereunder shall generally not pay Mortgagor's or any such guarantor's debts as they become due, admit in writing Mortgagor's or any such guarantor's inability to pay Mortgagor's or any such guarantor's debts, have called a general meeting of creditors, or make a general assignment for the benefit of creditors; or
 - (e) Either Mortgagor or any guarantor of Mortgagor's obligations hereunder become insolvent, or apply or petition for bankruptcy or other relief from creditors; or
 - (f) Either Mortgagor or any guarantor of Mortgagor's obligations hereunder take any action to authorize any of the actions set forth above in subparagraphs (d) or (e) above; or
 - (g) Any warranty, representation or certification of Mortgagor, or any financial statement, report, schedule or other information made or furnished to Mortgagee is incorrect, false or misleading in any material respect on the date made; or
 - (h) The Property, or any part or parcel thereof, be seized in the execution of a writ of executory process, attachment, fieri facias or any other legal process, or an order for sale of the Property, or any part or parcel thereof be issued in any judicial proceeding, and such writ of executory process, attachment, fieri facias or any other legal process or order for the sale of the Property, or any part or parcel thereof, so issued in any judicial proceeding be not released, revoked, stayed or set aside within ten (10) days from issuance thereof; or
 - (i) In the event Mortgagee deems, at its option and in its sole opinion, that the prospect of payment or performance of any obligation, existing now or hereafter, secured by this Act is impaired or that the value of the Property is no longer sufficient to adequately secure the obligations, existing now or hereafter, of Mortgagor to Mortgagee; or
 - (j) Either Mortgagor or any guarantor of Mortgagor's obligations hereunder fails upon request to furnish to Mortgagee a financial statement and income statement attested to by them or verified by a public accountant; or
 - (k) Passage of legislation making it illegal for Mortgagee to pay any taxes referred to in Articles 1.03 and 1.08 hereof, or if making the payment of such taxes by Mortgagee would result in the violation of the usury laws of the State of Louisiana,
- then and in each and every such case, the whole indebtedness hereby secured may, at the option of Mortgagee and without notice to Mortgagor, be declared to be immediately due and payable, anything in this Act or in said Note to the contrary notwithstanding, and Mortgagor does by these presents consent, agree and stipulate that, in the event of any such default, it shall be lawful for Mortgagee, and Mortgagor does hereby authorize Mortgagee without making demand and without notice or putting in default, to cause all and singular the Property to be seized and sold under executory process without appraisal, appraisal being hereby expressly waived, as an entirety or in parcels, as Mortgagee may determine, to the highest bidder for cash, or on such terms as may be acceptable to Mortgagee.

Mortgagor agrees that Mortgagee, at Mortgagee's option and without any obligation to do so, (1) may employ attorney, experts, arbitrators, investigators, keepers, appraisers and surveyors and/or (2) incur costs, expenses and fees and/or (3) may appear in any suit, administrative or regulatory hearing and litigate any matters, including but not limited to eminent domain proceedings, bankruptcy proceedings, partition suits and any other legal proceedings, whether a party plaintiff, defendant, intervenor or otherwise, affecting the Property; this Act, any instruments relating hereto, and/or the interests, rights, obligations of Mortgagor and/or Mortgagee associated herewith and/or any instruments relating hereto and/or in order to preserve, protect and maintain the Property and/or the rights or interest of Mortgagee and/or in order to collect or attempt to collect the debts and/or obligations secured hereby.

Mortgagor agrees to immediately pay and satisfy, when incurred by either Mortgagor or Mortgagee, any and all costs, expenses, and fees expended in order to maintain, enforce, and ensure compliance with any and all provisions of this Act and/or any instruments relating hereto, including but not limited to costs, expenses, fees for taxes, insurance, attorneys, experts, arbitrators, investigators, witnesses, appraisers, surveyors, keepers, recordation, repairs, assessments, liens, judgments or encumbrances.

3.02 APPOINTMENT OF KEEPER. In the event the Property or any part thereof is seized as an incident to an action for the recognition or the enforcement of this Act by executory process, ordinary process, sequestration, writ of fieri facias, or otherwise, Mortgagee and Mortgagee hereby agree that the Court issuing any such order shall, if petitioned for by Mortgagee, direct the Sheriff to appoint as a keeper of the Property, the Mortgagee, or any agent designated by Mortgagee or any person named by Mortgagee at the time such seizure is effected. This designation is made pursuant to La. R.S. 9:5136 through 5140.1, inclusive, as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder including reasonable compensation, which shall be secured by this Act, shall be immediately due and owing, and shall accrue interest as provided in said Note.

3.03 FUNDS HELD AND/OR FUTURE PAYMENT ACCOUNTS.

(a) Suspension of Future Withdrawals. Upon the occurrence and during the continuance of any Event of Default hereunder or under any other agreement between Mortgagee and Mortgagor, Mortgagee may, without notice to Mortgagor, suspend future withdrawals by Mortgagor from any and all Funds Held and/or Future Payment accounts in the name of Mortgagor.

(b) Right of Set-off. Upon the occurrence and during the continuance of an Event of Default hereunder or under any other agreement between Mortgagee and Mortgagor, or if Mortgagor becomes insolvent, however evidenced, Mortgagee is hereby authorized at any time to set-off and apply any and all funds in any Funds Held and Future Payment Fund Accounts, that may be established by Mortgagor at any time, without notice to Mortgagor, against any and all debt(s) secured by this Act. The rights of Mortgagee under this provision are in addition to other rights and remedies (including without limitation other rights of set-off) which Mortgagee may have.

3.04 DEFAULTED COVENANTS. Mortgagee may perform any of Mortgagor's defaulted covenants or agreements to such extent as Mortgagee elects and Mortgagee may pay such taxes, liens, judgments, or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs which Mortgagee determines are necessary to protect its interest and Mortgagor agrees to pay immediately to Mortgagee all amounts so advanced with interest as provided in said Note, and all amounts so advanced shall be secured hereby.

Article 4

Loan No. : 826581 MO259583.00
 Name : CHARLES RAY COTTON 0687 Pg 340
 Assn. : LOUISIANA FLBA, FLCA
 Branch : ALEXANDRIA

ACT OF COLLATERAL MORTGAGE

MISCELLANEOUS TERMS AND CONDITIONS

4.01 FUTURE ADVANCES FOR CONSTRUCTION. It is understood and agreed that the Note and this Act may have been executed for the purpose of securing funds to be hereafter advanced for construction work, and in such event, the amount of such advances made hereafter shall be secured by this Act with the preferences and priorities provided for by Louisiana Revised Statutes 9:4801 et seq., as the same may be from time to time amended; provided, however, that nothing herein is to be construed as limiting the duration of this Act or the purposes for which loans or advances may be made after completion of the construction referred to above.

4.02 MAXIMUM AMOUNT. The maximum amount for which this Act shall be deemed to secure the obligations of Mortgagor, as herein stipulated, to reimburse any holder or holders of the Note, for the amounts paid for premiums of insurance, taxes and repairs, or the other sums which Mortgagee may pay on behalf of Mortgagor pursuant to the provisions of this Act, as aforesaid, is hereby fixed at twice the amount of the face value of the Note.

4.03 REISSUANCE. It is hereby agreed and understood that possession of the Note at any time by Mortgagor herein shall not in any manner extinguish the Note or the present Act securing the payment thereof; and Mortgagor shall have the right to issue and reissue the Note, from time to time, as his convenience may require, without in any manner extinguishing or affecting the obligation of the Note or the security of this Mortgage.

This Act will remain in effect until cancelled under a written cancellation instrument signed by Mortgagee. Mortgagor understands that Mortgagor may request such a written cancellation instrument from Mortgagee only after all of the indebtedness has been fully paid and satisfied and there is no obligation or commitment on part of Mortgagee or on the part of its successor and assigns to such a cancellation instrument by writing to Mortgagee at above-referenced address or at such other address as it may designate. Mortgagor understands that Mortgagee may delay providing Mortgagor with such a cancellation instrument for up to sixty (60) days following its receipt of Mortgagor's written notice of request.

4.04 ACKNOWLEDGMENT. Mortgagor hereby acknowledges and recognizes that the Note may be pledged as security for an obligation maturing beyond the period of limitation applicable to the Note and agrees that it shall also be an act of default hereunder and under any obligations for which the Note is given as security if Mortgagor fails to acknowledge the Note or furnish such other security as may be acceptable to Mortgagee prior to the date on which the Note may be barred by any applicable statute of limitation.

4.05 PARTIAL RELEASE. Mortgagee may, at any time, without notice to anyone, release any part of the Property from the effect of this Act or grant an extension or deferment of time for the discharge of any obligation hereunder, or release any one or more of the parties bound therefor from any or all of his or their obligations thereunder without affecting the personal liability of any other party then bound for the payment of full indebtedness due thereunder or hereunder, or for any other obligation thereunder or hereunder.

4.06 RULES OF CONSTRUCTION. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Where Mortgagor herein is more than one person or entity, the term "Mortgagor" as used herein shall be deemed to be plural and to refer to each or every such person or entity as the context may indicate, and all obligations of each and every one of such persons or entities under the Note and hereunder are, and shall be, joint and several and in solido. The term "Act" as used herein shall mean and refer to the Act of Collateral Mortgage, unless the context otherwise requires.

4.07 ARTICLE HEADINGS. The article headings are inserted only for convenience and are in no way to be construed as a part of this Act or as a limitation on the scope of the particular articles to which they refer.

4.08 SUCCESSORS IN INTEREST. It is expressly agreed that any and all stipulations, agreements and covenants by Mortgagor in favor of Mortgagee herein contained, and all rights, powers and privileges herein conferred on Mortgagee by any of the provisions hereof shall inure to and be for the benefit of and may be exercised by Mortgagee, Mortgagee's heirs, administrators, executors, representatives, successors and assigns, and by any future holder or holders of the Note, and the word "Mortgagee," unless the context otherwise requires, shall also mean and include the heirs, administrators, executors, representatives, successors and assigns of said Mortgagee, as well as any future holder or holders of the Note.

All covenants and agreements herein contained to be observed or performed by Mortgagor shall be binding upon Mortgagor and upon Mortgagor's heirs, administrators, executors, representatives, successors and assigns, and any other person, firm or corporation acquiring title to any of the Property, by, through or under Mortgagor.

4.09 NOTICE. Except for any notice required by applicable law to be given in another manner, any notice required or permitted under the Note, this Act or other loan documents or applicable law to be given to Mortgagor or to Mortgagee shall be given by certified or registered mail, return receipt requested, and shall be effective upon depositing such notice in the United States mail, postage prepaid, addressed to Mortgagor or to Mortgagee, as the case may be, at the respective addresses provided herein or at such other address as each may designate in writing by notice to the other. Any notice given other than in the manner herein provided shall be effective only upon actual receipt by the party to whom such notice is addressed.

4.10 ASSIGNMENT. Further and as additional security for the payment of the Note, and in accordance with its obligations, Mortgagor does hereby pledge, transfer, assign, set over and deliver unto Mortgagee all right, title and interest in and to the rents, issues, profits and profits accruing and to accrue and due and to become due and payable under and pursuant to all contracts of lease, rental, occupancy, all eminent domain or condemnation award monies which may hereafter be awarded for damages or for taking of the security, or for any portion of the security which may be appropriated for any purpose, and oil, gas and mineral leases now in effect or hereafter entered into by Mortgagor encumbering any portion of the Property.

Mortgagor shall have the right to collect and receive the rentals, issue, and profits accruing under such contracts of leases, rentals, occupancies and oil, gas and mineral leases, but not more than one month in advance, and to enforce the covenants of such contracts, unless and until Mortgagee notifies the Lessee(s) or other payor(s) to make payments directly to Mortgagee.

Upon notification by Mortgagee to lessee(s) or other payor(s), Mortgagee shall have and is hereby given the right to collect all the rents, issues and profits accruing and to accrue and due and to become due and payable under or with respect to any and all contracts of lease, rentals, occupancies, and oil, gas and mineral leases covering any portion or portions of the Property and to continue to do so until all obligations of the Mortgagor under the security for the Note and under the Note secured hereby have been paid and discharged in full, and Mortgagor hereby makes, constitutes and appoints Mortgagee as its attorney-in-fact, giving unto said attorney irrevocable power, either in its own name or in the name of Mortgagor, to take all necessary steps, by proceedings in court or otherwise to notify any and all lessees of this assignment and to collect all such rentals, revenues, issues and profits, to cause the said premises to be vacated, and when vacant, to relet such premises and to do all such things in such manner and on such terms as said Mortgagee may deem best. Mortgagee shall additionally be entitled to the judicial appointment of a receiver of rents at any time after such default.

Mortgagee by accepting this assignment shall NOT ASSUME any of the obligations of Mortgagor under any such contract. However, Mortgagor agrees that Mortgagee may perform at the expense, including but not limited to attorney's fees and costs, of Mortgagor any obligations of Mortgagor under the terms and conditions of such lease contracts if Mortgagor shall fail to perform such obligation and the costs of performing such obligations shall constitute further indebtedness, immediately payable, under the security for the Note and under the Note. The determination of whether Mortgagor has failed to perform such obligations shall be at the sole discretion of Mortgagee. Mortgagor agrees that any action which Mortgagee is authorized or permitted to take hereunder is permissive and not obligatory, and the failure of Mortgagee to take any action at any time shall not constitute a waiver of the right to take such action subsequently, but any action taken by Mortgagee shall be at its sole option.

Upon notification by Mortgagee to lessee(s) or other payor(s), Mortgagor does hereby instruct and direct that all such rentals, revenues, issues and profits becoming due on or after the date herein, shall be directly to Mortgagee at the above referenced

Loan No. : 826581 MO259583.00
Name : CHARLES RAY COTTON 0687 Pg 341
Assn. : LOUISIANA FLBA, FLCA
Branch : ALEXANDRIA

ACT OF COLLATERAL MORTGAGE

address, and Mortgagee is fully authorized to give receipt in its own name and in the name of Mortgagor for all such payments.

Mortgagor agrees that any action taken hereunder by Mortgagee shall not in any way prevent Mortgagee from instituting foreclosure proceedings, or taking other action to which Mortgagee shall be entitled under the terms and provisions of said Note, the security for the Note and any other agreements between the parties. Nothing herein contained shall be construed as a waiver of or to prejudice the priority of lien or the options hereunder in favor of the Mortgagee.

Mortgagor further agrees and stipulates that it will keep and will cause to be kept valid and unimpaired this assignment herein above set forth and, to that end, shall execute at any future time or times, and as often as may be deemed necessary, on demand of Mortgagee, all such futher instruments and/or assignments in such form and effect as may be deemed proper by Mortgagee to the better carrying out of the true intent and meaning of the assignments herein above set forth. Mortgagor covenants and agrees that it will not make any amendments to any such rentals, leases and contracts and will not consent to the termination of the same prior to the end of the term thereof without the prior witten consent of Mortgagee. Mortgagor represents that no default exists under the terms of any such rentals, leases and contracts, that no other assignment of the same is in effect and that the same is not encumbered.

4.11 WAIVER OF HOMESTEAD EXEMPTION. Mortgagor further declares in favor of Mortgagee herein, and all future holders of the Note, and as regards the Property, that he waives any and all homestead exemptions to which he is or may be entitled under the Constitution and laws of the State of Louisiana.

4.12 CERTIFICATES. Mortgagor hereby consents to the dispensing of the presentment and annexation of the tax researches for the State of Louisiana and City (and/or Parish) and certificates of the Clerk of Court and Ex-Officio Recorder of Mortgages in and for the Parish(es) of Louisiana, in which this Act is recorded. Mortgagor agrees to hold the Notary(ies) Public before who this Act is passed harmless for the nonproduction of said researches and certificates.

4.13 INTERVENTION. Now into these presents the undersigned ("Intervenor") intervenes a person of age and a resident of and domiciled in the State of Louisiana, who, on behalf of Mortgagee, hereby accepts all of the stipulations of this Act.

4.14 APPENDAGES. All riders, appendages, exhibits, erasures, corrections, and interlineations, if any, have been made and approved before the signing hereof.

THUS DONE AND PASSED BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in
Natchitoches Parish/County, Louisiana, on November 10, 2000,
in my office at Natchitoches, Louisiana, in the presence of the undersigned
competent witnesses, and hereunto sign their names with the said appearers, and me, Notary.

WITNESS:
Jennifer Haar
[Signature]

MORTGAGOR:
Charles Ray Cotton
CHARLES RAY COTTON

[Signature]
NOTARY PUBLIC SIGNATURE
J. Christian Henry
Notary's Printed Name

THUS DONE AND PASSED BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in
Natchitoches Parish/County, Louisiana, on November 10, 2000,
in my office at Natchitoches, Louisiana, in the presence of the undersigned
competent witnesses, and hereunto sign their names with the said appearers, and me, Notary.

WITNESS:
Jennifer Haar
[Signature]

MORTGAGOR:
Dorothy M. Leach Cotton
DOROTHY M. LEACH COTTON

[Signature]
NOTARY PUBLIC SIGNATURE
J. Christian Henry
Notary's Printed Name

Loan No. : 826581 MO259583.00
Name : CHARLES WY COTTON 0687 Pg 342
Assn. : LOUISIANA FLBA, FLCA
Branch : ALEXANDRIA

ACT OF COLLATERAL MORTGAGE

THUS DONE AND PASSED BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in
Natchitoches Parish/County, Louisiana, on November 10, 2000,
in my office at Natchitoches, Louisiana, in the presence of the undersigned
competent witnesses, and hereunto sign their names with the said appearers, and me, Notary.

WITNESS:

Jennifer Spear
[Signature]

INTERVENOR:

[Signature]
Printed Name: Rickey Elder- Vice President

[Signature]
NOTARY PUBLIC SIGNATURE
J. Christian Henry
Notary's Printed Name

EXHIBIT A

TRACT "A"

Those certain pieces, parcels or tracts of ground, together with all buildings and improvements thereon located in Sections 33, 34 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana as the same are more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S. dated July 20, 1994, attached to the deed recorded at COB 495, page 600, and said tracts being more particularly described as follows, to-wit:

TRACT I:

That certain piece, parcel or tract of ground containing 86.70 acres, more or less, described as follows, to-wit:

Begin at a concrete Right of Way marker for Tract II located on the eastern Right of Way of LA Hwy. No. 486 which said concrete Right of Way marker is located at the Southwest corner of Tract II, hereinafter described and from said point run thence North 41 degrees 14 minutes West 1,581.5 feet to the Northwest Corner of Tract II; thence run South 49 degrees 45 minutes West 100 feet to an iron rod set at the Northeast Corner of Tract I, the Point of Beginning of the tract herein described and from said point of Beginning continue South 49 degrees 45 minutes West a distance of 2,569.8 feet to the Northwest Corner of Tract I located on the high bank of Red River; thence run South 64 degrees 54 minutes East 268.4 feet; thence run South 54 degrees 31 minutes East 458.8 feet; thence run South 49 degrees 56 minutes East 443.7 feet; thence run South 47 degrees 49 minutes East 228.1 feet; thence run South 30 degrees 28 minutes East 266.1 feet to the Southwest Corner of the tract herein described; thence run North 48 degrees 35 minutes East 520.3 feet; thence run North 49 degrees 11 minutes East 1000 feet; thence run North 48 degrees 51 minutes East 500.0 feet; thence run North 49 degrees East 292.4 feet to an iron rod which marks the Southeast Corner of the tract herein described located on the Westernmost Right of Way of LA Hwy. No. 486; thence run North 41 degrees 14 minutes West 1,582.4 feet to the Point of Beginning of the tract herein described.

TRACT II:

That certain piece, parcel or tract of ground containing 100.49 acres, more or less, described as follows, to-wit:

Beginning at a concrete right of way marker located on the Easternmost Right of Way of LA Hwy. No. 486 which marks the Southwest Corner of the tract herein described, and the Point of Beginning, and from said Point of Beginning run thence North 49 degrees 20 minutes East a distance of 516.7 feet; thence run North 48 degrees 49 minutes East 500.0 feet; thence run North 50 degrees 18 minutes East 500.0 feet; thence run North 48 degrees 03 minutes East 500.0 feet; thence run North 48 degrees 24 minutes East 500.0 feet; thence run North 49 degrees 07 minutes East 332.0 feet to an iron rod which marks the Southeast Corner of the tract herein described; thence run North 45 degrees 18 minutes West 1,549.9 feet to an iron rod located on the

Westernmost Right of Way of K. C. S. Railroad, being the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 2,738.9 feet to an iron rod located on the Easternmost Right of Way line of LA Hwy. No. 486; thence run South 41 degrees 14 minutes East 1,581.5 feet to the Point of Beginning of the tract herein described;

TRACT III:

That certain piece, parcel or tract of ground containing 38.06 acres, more or less, described as follows, to-wit:

Beginning at an iron rod found on the Easternmost Right of Way of U.S. Hwy. No. 71 & 84 at its intersection with Section 34, Township 10 North, Range 7 West, being the Southwest Corner of the tract herein described, and from said Point of Beginning run thence North 49 degrees 31 minutes East 256.3 feet; thence run North 50 degrees East 300.0 feet; thence run North 51 degrees 31 minutes East 300.0 feet; thence run North 48 degrees 11 minutes East 158.4 feet to an iron rod which marks the Southeast Corner of the tract herein described; thence run North 41 degrees West 1,549.0 feet to an iron rod which marks the Northeast Corner of the tract herein described; thence run South 49 degrees 45 minutes West 1,130.6 feet to a point located on the Westernmost Right of Way of U.S. Hwy. No. 71 & 84; thence run South 45 degrees 18 minutes East 1,549.7 feet to the Point of Beginning of the tract herein described.

TRACT IV:

That certain piece, parcel or tract of ground containing 8.16 acres, more or less, described as follows, to-wit:

Beginning at the Southwest Corner of Tract III, last described above, run thence South 45 degrees 18 minutes East 885.2 feet to an iron rod located on the Easternmost right of way of U.S. Hwy No. 71 & 84 in Section 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, the Point of Beginning, and from said Point of Beginning run thence North 48 degrees 55 minutes East a distance of 273.1 feet; thence run North 48 degrees 50 minutes East a distance of 600 feet; thence run North 47 degrees 42 minutes East 300.0 feet; thence run North 50 degrees 54 minutes East 123.0 feet to a point being the Northeast Corner of the tract herein described; thence run South 50 degrees 21 minutes East a distance of 273.3 feet to a point marked by an axle, said point being the Southeast Corner of the tract herein described; thence run South 48 degrees 37 minutes West 1,319.9 feet to an axle located on the Easternmost Right of Way of U. S. Hwy. No. 71 & 84; thence run North 45 degrees 18 minutes West a distance of 274.4 feet to the Point of Beginning of the tract herein described, said tract is shown in detail on a plat of survey by Glen L. Cannon, Registered Surveyor, dated July 20, 1994 a copy of which is recorded at COB 495, page 592.

TRACT "B"

That certain piece, parcel or tract of ground containing 383.73 acres, more or less, located in Sections 39,41,45 and 88, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, as the same is more fully shown by reference to a plat of survey by

Glen L. Cannon, R.L.S., dated June 24, 1994, recorded with a Collateral Mortgage recorded in Mortgage Book 590, Page 503, under Original Instrument No. M-223632, mortgage records of Natchitoches Parish, Louisiana, and which said tract being more particularly described as follows, to-wit:

Beginning at point "C" on a plat of survey for Deloyce Blewer dated October 3, 1984 by Billy D. Crow, R.L.S., which said point being marked by an X-Tie found along the Southernmost section line of Section 69, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana and from said point run thence South 15 degrees East a distance of 176.2 feet to Point "B" on a plat of survey for E. P. & Clara Brown, dated November, 1949, by Gaiennie Hyams, R.L.S. in which said point being located on the Westernmost Section line of Section 6, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run South 49 degrees West 1,656.5 feet to an iron rod set in the Northeast Corner of the property herein described and being the Point of Beginning; and, from said Point of Beginning thence continue South 49 degrees West 3,136.85 feet to an axle located on the Easternmost Right of Way of Louisiana Highway No. 486; thence continue South 49 degrees West a distance of 304.8 feet to the Northwest Corner of the tract herein described marked by an iron rod; thence run South 78 degrees 38 minutes East 121.9 feet; thence run South 71 degrees 30 minutes East 94.7 feet; thence run South 49 degrees 50 minutes East 127.9 feet; thence run South 44 degrees 14 minutes East 536.0 feet; thence South 41 degrees 18 minutes East 275.5 feet; thence run South 40 degrees 14 minutes East 146.2 feet; thence run South 35 degrees 5 minutes East 345.5 feet; thence run South 11 degrees 34 minutes East 141.0 feet; thence run South 8 degrees East 458.4 feet; thence run South 4 degrees 55 minutes East 695.8 feet; thence run South 9 degrees 23 minutes East 115.8 feet; thence run South 36 degrees 47 minutes East 136.1 feet; thence run South 16 degrees 22 minutes West 130.9 feet; thence run South 15 degrees 50 minutes West 78.5 feet; thence run South 14 degrees 40 minutes West 96.4 feet; thence run South 11 degrees 3 minutes West 97.7 feet; thence run South 5 degrees 1 minute West 96.3 feet; thence run South 0 degrees 53 minutes East 93.4 feet; thence run South 6 degrees 12 minutes East 74.5 feet to the Southwest Corner of the tract herein described; thence run North 79 degrees East a distance of 2,692.87 feet to an iron rod; thence run North 49 degrees East 1,650 feet to a point; thence run North 15 degrees West 805.20 feet to an iron rod; thence run North 70 degrees East a distance of 291.6 feet to an iron rod; thence run North 41 degrees West 662.4 feet to a point; thence run North 15 degrees West 491.45 feet to a point located on the Western Right of Way of the K. C. S. Railroad; thence run North 45 degrees 7 minutes 20 seconds West 2,966.81 feet to the Point of Beginning of the tract herein described.

TRACT "C"

That certain piece, parcel or tract of land located in Section 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, containing 151.36 acres, more or less, as the same is more fully shown by reference to a plat of survey for the Raphael Heirs by Gaiennie Hyams, R.S., dated March, 1950, recorded at COB 210 page 646 of the records of Natchitoches Parish, Louisiana and which said tract being more particularly described as follows, to-wit:

Beginning at Point "I", which is the common point of intersection of Sections 36,37, and 5, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and which said Point "I" is the Point of Beginning of the tract herein described and from said point run thence North 49 degrees West 19.12 chains to Point "J" which is the intersection of Sections 65, 5 and 36, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run North 49 degrees East along the North Section line of Section 5, 9.00 chains to a point; thence continue North 49 degrees East 35.04 chains to Point "E"; thence run East 13.50 chains to Point "F"; thence run South 0 degrees 30 minutes West 37.12 chains to Point "G"; thence run South 49 degrees West 26.02 chains to Point "H"; thence run North 43 degrees 30 minutes West 17.54 chains to Point "I" the Point of Beginning of the tract herein described.

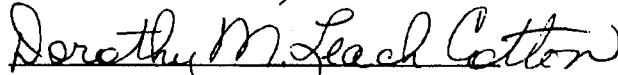
TRACT "D"

A certain piece, parcel or tract of land, together with all buildings and improvements thereon located, and all rights, ways and privileges thereunto appertaining, together with all alluvion, riparian rights and ways, located in Sections 32 and 33, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, and being more fully described as follows:

That certain plantation consisting of four hundred (400) acres, more or less, lying on the left descending bank of Red River in the Fourth Ward of Natchitoches Parish, Louisiana, about two miles below the Town of Campti, Louisiana, and known as "Lakeside Plantation". Said plantation being Lots One (1) and Two (2) of the Corley Partition as shown on a Plat of Survey made by R. E. McKnight, Registered Surveyor in July, 1917, and which plat is attached to an Act of Partition made among the Corley Heirs and which bears Instrument No. 46,192 of the Records of Natchitoches Parish, Louisiana, being Sections 32 and 33 in Township 10 North, Range 7 West, and bounded in front or on the West by Red River, in the rear or on the East by the Section lines, above or on the North by Section 31 formerly owned by Sadie Smith Keegan and below or on the South by Section 34, owned by the Raphiel Heirs. This being the same property acquired by Adrian Land from Investors Securities Corporation by Deed dated January 3, 1944, and recorded in Conveyance Book 192, Page 626; and by John W. Deming from Adrian Land by deed dated March 9, 1971, and recorded at COB 296, page 560 of the records of Natchitoches Parish, Louisiana.

For identification with an act of collateral mortgage dated November 10, 2000


CHARLES RAY COTTON


DOROTHY M. LEACH COTTON


NOTARY PUBLIC

321770

Loan No. 826581
Borrower: Charles Ray Cotton Pg. 526
Assn: Louisiana FLBA, FLCA
Branch: Alexandria

PARTIAL RELEASE

THE STATE OF LOUISIANA
PARISH OF OUACHITA

§
§

BE IT KNOWN, that on this 27th day of January, 2009, before me, Carlton C. Gresham, Jr., Notary Public, personally came and appeared James L. Walker, Senior Vice-President, of Louisiana Federal Land Bank Association, FLCA, P. O. Box 4806, Monroe, LA 71211 federal tax identification number XXX-XX-4585, ("Lender") which said appearer declared that the Lender is the holder and owner of a certain collateral mortgage note dated November 10, 2000 for the sum of 782,000.00 made and subscribed by Charles Ray Cotton and Dorothy M. Leach Cotton, whose mailing address(es) is/are 555 Parkway Drive, Natchitoches, LA 71457, and whose social security or federal tax identification number(s) is/are XXX-XX-5697 and XXX-XX-4318, payable to the order of Bearer at Louisiana Federal Land Bank Association, FLCA, and paraphed for identification with an Act of Mortgage, with the same date and same mortgagors, recorded in Book 687, Page 336, M259583 of the Parish(es) of Natchitoches, State of Louisiana, against the property described in said Act of Mortgage. For a good and valuable consideration, said appearer does hereby authorize and request the Recorder of Mortgages for the Parish(es) of Natchitoches, State of Louisiana, to partially release said mortgage only insofar as it affects the following property:

That certain tract or parcel of land, located in Natchitoches Parish, Louisiana, Section 39, Township 10 North, Range 7 West, containing 5.5 acres, more or less, and more fully described as follows:

BEGINNING at a found axle on the easterly right of way of Louisiana Highway Number 486 and the northerly most property line of Charles R. Cotton, et ux, and having a latitude of 31.848948 degrees North and a longitude of 93.078045 degrees West. THENCE along the northerly most property line of Charles R. Cotton, et ux North 49 degrees, 12 minutes, 44 seconds, East for a distance of 798.60 feet to a corner having a latitude of 31.850391 degrees North and a longitude of 93.076107 degrees West. THENCE South 40 degrees, 55 minutes, 07 seconds East for a distance of 300.00 feet to a corner having a latitude of 31.849770 degrees North and longitude of 93.075470 degrees West. THENCE South 49 degrees, 12 minutes, 43 seconds West for a distance of 798.60 feet to a corner on the easterly right of way lines of Louisiana Highway Number 486 having a latitude of 31.848327 degrees North and a longitude of 93.077409 degrees West. THENCE along the easterly right of way of Louisiana Highway Number 486 North 40 degrees, 55 minutes, 07 seconds West for a distance of 300.00 feet to the POINT OF BEGINNING. The property is more fully described on that certain plat of survey dated October 10, 2008, and attached to this Agreement as Exhibit "A".

And said appearer grants a partial release of the Collateral Mortgage/Mortgage, BUT INSOFAR ONLY as the same bears on and operates against the property hereinbefore described, and NO FURTHER, and authorizes and directs the Recorder of Mortgages (Clerk of Court and Ex-Officio Recorder of Mortgages) for Natchitoches Parish(es) to record this partial release in the records of his/her office and note the same on the margin of the inscription wherein said mortgage is recorded as aforesaid. The said mortgage to remain in full force and effect as to the remaining properties described in said act.

Erasures, interlineations and appendages made and approved prior to execution.

Said above described note, at appearer's request, is paraphed by me, Notary, for identification herewith.

- This instrument is executed in multiple originals.
- This instrument is executed in lieu of and in substitution for a similar instrument executed by Farm Credit Bank of Texas on _____, which instrument was lost or misplaced before being filed for record.

THUS DONE AND PASSED in the presence of these witnesses, who sign, together with said appearer and me, Notary, on the date aforesaid.

WITNESSES:

Monica A. Brady
Printed Name: Monica A. Brady
Shiela Atchison
Printed Name: Shiela Atchison

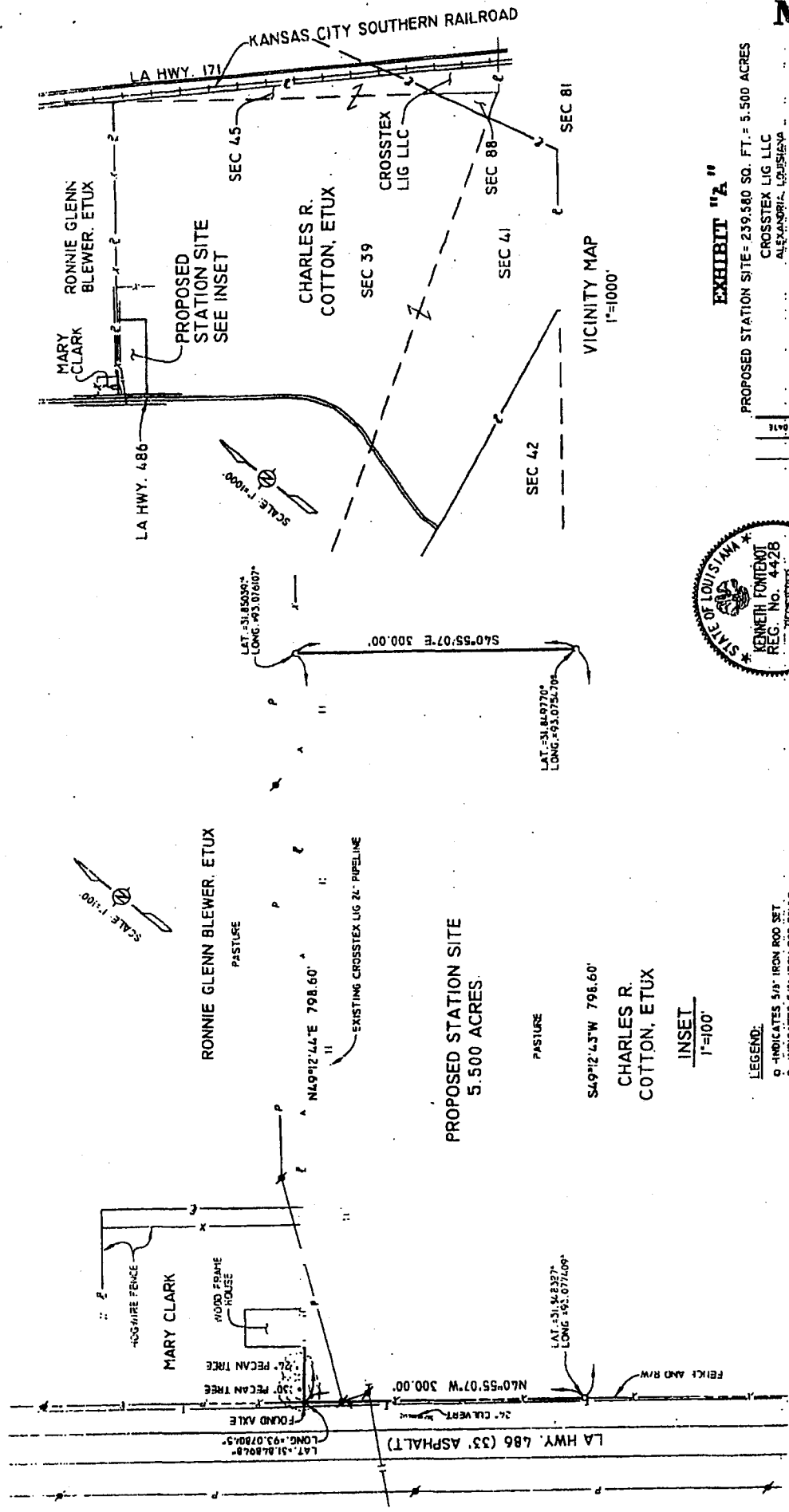
By: *James L. Walker*
James L. Walker, Senior Vice-President

Carlton C. Gresham, Jr.
Carlton C. Gresham, Jr.
ID#38000
My Commission Expires at Death

RECEIVED AND FILED
LOUISE BERNARD
CLERK OF COURT
JAN FEB 23 10 A. 9:12
BY CHIEF CLERK PARISH

M-124

NATCHITOCHEES PARISH, LOUISIANA
SECTION 39, T 10 N-R 07 W



LEGEND:
○ INDICATES 5/8" IRON ROD SET
● INDICATES 5/8" IRON ROD FOUND

NOTE:
THIS SURVEY WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON STANDARDS FOR CLASS "B" SURVEYS IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. UTILITY AND OTHER EASEMENTS NOT INCLUDED IN THIS SURVEY.

EXHIBIT "A"

PROPOSED STATION SITE = 239,580 SQ. FT. = 5.500 ACRES
CROSSTEX LIG LLC
ALEXANDRIA, LOUISIANA

PLAT SHOWING PROPERTY TO BE ACQUIRED BY CROSSTEX LIG, LLC FROM CHARLES R. COTTON, ETUX IN SECTION 39, T 10 N-R 07 W NATCHITOCHEES PARISH, LOUISIANA

| | | | |
|-------------|------------------|-------|----------|
| DATE | 12/16/08 | SCALE | AS SHOWN |
| PREPARED BY | KENNETH FONTENOT | | |
| REVISION | | | |

Signed for Identification with
Partial Release dated the
27th day of February, 2009

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made as of the st 21 day of May, 2009 (the "Effective Date"), by and between CHARLES R. COTTON and DOROTHY L. COTTON, husband and wife, residents of Natchitoches Parish, Louisiana (collectively, "Grantors") and THE NATCHITOCHE PARISH PORT COMMISSION, a Commission created and existing pursuant to Louisiana law ("Grantee") and an "acquiring authority" defined by La. R.S. 31:149.

RECEIVED AND FILED
LOUISE BERNARD
CLERK OF COURT
NATCHITOCHE PARISH, LA.
MAY 21 11 14 AM '09

RECITALS:

- A. Grantors are the owners of those certain tracts, pieces or parcels of immovable property in Natchitoches Parish, Louisiana, described on attached Exhibit A (the "Property").
- B. Grantee desires to acquire from Grantors an option to purchase the Property, and Grantors desire to grant said option to Grantee, each in accordance with and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the above recitals, the mutual covenants and agreements herein set forth, and the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantors do hereby agree, as of the Effective Date hereof, as follows, to-wit:

- 1. **Grant of Option.** For the consideration and under the terms and conditions hereinafter stipulated, Grantors do by these presents grant unto Grantee, its successors and assigns, the exclusive right, privilege and option (the "Option") to purchase the Property. Grantors shall retain all oil, gas and hydrocarbon fugacious minerals in, on or under the Property, but without any right to enter upon the surface of the Property for the exploration, development and/or extraction of the same (the "Mineral Reservation"). The Act of Cash Sale executed pursuant hereto shall recite that prescription of the Mineral Reservation is interrupted as long as title to the Property remains with Grantee or any successor that is an "acquiring authority" as defined by La. R.S. 31:149.
- 2. **Term of Option.** The term of this Option shall be for that period of time commencing on the Effective Date and expiring at midnight on the ninetieth (90th) day following the Effective Date (the "Expiration Date").
- 3. **Consideration for Option.** The granting of the exclusive right, privilege and option to purchase herein contained is made for and in consideration of the payment by Grantee of the sum of FIVE THOUSAND AND NO/100 (U.S. \$5,000.00) DOLLARS, cash in hand paid (the "Option Payment"), the receipt and sufficiency of which are hereby acknowledged by Grantors.
- 4. **Right to Extend Term.** Grantee may extend the term of this Option for an additional ninety (90) days by paying to Grantors an additional FIVE THOUSAND AND NO/100 (U.S.

\$5,000.00) DOLLARS (the "Additional Option Payment") prior to the Expiration Date. In the event Grantee timely makes the Additional Option Payment, the Expiration Date shall be one hundred eighty days following the Effective Date.

5. **Application Of Option Payments.** In the event this Option is timely exercised according to the terms herein contained, then neither the Option Payment nor the Additional Option Payment, if made, shall be applied to the Purchase Price (as defined below). In the event this Option is not timely exercised, then the Option Payment and Additional Option Payment, if made, shall automatically become the property of Grantor as liquidated damages without demand or the necessity of putting Grantee in default, and Grantee shall have no right of recovery of the Option Payment.

6. **Purchase Price.** Upon proper exercise of this Option, the price to be paid by Grantee to Grantors for the Property shall be ONE MILLION TWO HUNDRED THOUSAND AND NO/100 (U.S. \$1,200,000.00) DOLLARS (the "Purchase Price"), payable by Grantee to Grantors in cash, at the time of the execution of the Act of Sale, less the Grantor's *pro rata* share of the ad valorem taxes associated with the Property.

7. **Exercise of Option.** In the event Grantee desires to exercise this Option, it shall, prior to the expiration of the term of the Option, give written notice to Grantors, in the manner provided for hereinafter, of its intent to exercise this Option.

8. **Evidence of Title.** Upon execution of this Option, Grantors agree to deliver to Grantee all evidence of title to the Property that is in their possession, including abstracts of title, attorney's title opinions and/or certificates of title, and title insurance binders, commitments, or policies, along with a copy of any survey of all or any portion of the Property that is in their possession; provided, however, that Grantee agrees that if it does not exercise this Option, all such documents shall be promptly returned to Grantors.

9. **Time, Manner and Place of Closing.**

a. If the Grantee timely exercises this Option, at the Closing (*i.e.*, the payment of the Purchase Price, the transfer of title to the Grantee, and the satisfaction of the other terms, provisions and conditions of this Option) the Grantors shall deliver unto the Grantee:

i. Good, valid and merchantable title to the Property free and clear of any mortgages, liens or encumbrances; and

ii. An affidavit stating, under penalty of perjury, the Grantors' respective social security numbers, and that none of the Grantors are "foreign persons" within the meaning of Section 1445 of the Internal Revenue Code.

b. The Grantors shall, at the Closing, convey unto the Grantee the Property, by an act of cash sale containing full and complete warranty of title and with substitution in and subrogation to any and all rights of warranties and actions against all preceding owners whomsoever.

c. The Closing shall occur at the offices of the Grantee's attorney, at 300 St. Denis Street, Natchitoches, Louisiana, on the tenth (10th) calendar day following the date that Grantee's notice of intent to exercise the Option was given (the "Closing Date"). If the Closing Date falls on a Saturday, Sunday or other legal holiday, then the Closing Date and the Closing shall automatically be extended to the next following business day.

d. In the event Grantors are not able to convey good, valid and merchantable title by the Closing Date, then in that event, the Closing Date shall be extended to 12:00 o'clock noon on the fifteenth (15th) calendar day following the date that good, valid and merchantable title has been certified to Grantee by its attorney; *provided, however*, that in the event the Grantors are unable to deliver good, valid and merchantable title by January 15, 2010, Grantee may either: [i] accept title in its then condition, or [ii] terminate this Option by giving notice to the Grantors in which case the Grantors shall refund the Option Payment and Additional Option Payment, if applicable.

e. All closing costs shall be paid by Grantee; provided, however, that Grantors and Grantee shall each be responsible for the fees and expenses of their respective attorneys.

f. Upon Closing, Grantors shall deliver to Grantee possession of the Property.

10. **Right of Entry.** Grantee and its authorized representatives shall have the right at any time after the Effective Date and throughout the Option Term at the Grantee's sole cost and expense, to enter upon the Property for any lawful purpose, including, but not limited to, making appraisals, surveys, soil analysis, and environmental studies, as Grantee may deem necessary and desirable. Grantee agrees to use its best efforts to employ professionals to provide it with any of the foregoing appraisals, surveys, soil analysis, environmental studies or other items it requires at the earliest reasonable date.

11. **Brokerage.** Grantors shall be responsible for the payment of any brokerage commission due Sutton Real Estate Agency. Grantors and Grantee shall each indemnify and hold the other harmless from and against any and all claims of all other brokers and finders claiming by, through or under the indemnifying party and in any way related to the sale and purchase of the Property, this Agreement or otherwise, including, without limitation, attorney's fees and expenses incurred by the indemnified party in connection with such claim.

12. **Default and Remedies.** In the event of default on the part of either Grantors or Grantee, the non-defaulting party shall have the right to demand specific performance and recover reasonable attorney's fees and court costs incurred as a result of said default, except that in the event of non-exercise of this Option by Grantee, Grantors' sole remedy shall be retention of the Option Payment (except as herein otherwise provided).

13. **Grantors' Representations and Warranties.** Upon the Effective Date of this Agreement, and continuing thereafter, Grantors represent, warrant and covenant to Grantee that:

a. **No Litigation or Administrative Action.** There is no litigation or administrative action pending or threatened against Grantors that arises out of the use or ownership of the Property or that may adversely affect the ability of Grantors to perform their obligations under this Agreement. There are no pending or threatened condemnation (expropriation) proceedings involving the Property, nor do Grantors have actual knowledge of any contemplated public works that may result in potential condemnation of all or any portion of the Property.

b. **Capacity.** Grantors have the legal capacity, authority and right to own the Property, to enter into this Agreement, and to consummate the transaction hereby contemplated; furthermore, the execution of this Agreement and the Closing pursuant to this Agreement will not cause a breach of any obligation of Grantors.

c. **Construction Liens.** There is no default on Grantors' part under any construction or similar contract which could create lien rights against the Property by any contractor, mechanic or materialman, and, any existing construction or similar contracts affecting the Property will be completed, and all payments due thereunder will be paid, prior to the Closing. Pending the Closing, Grantors will not enter into any new construction or similar contracts affecting the Property without the advance consent of Grantee.

d. **Marketing of Property.** Grantors will not actively market, nor solicit or accept offers for, the Property or any portion thereof while this Agreement is in effect.

e. **Leases.** There are no leases, contracts, permits or other agreements pertaining to the Property.

f. **Property Obligations.** Grantors shall pay all obligations associated with the Property incurred prior to the Closing, including operational expenses, payroll, employee accrued vacation and sick leave, lease payments due by Grantors, supply acquisitions, and any other previously incurred obligations. Furthermore, Grantors have no employees for any position of employment in connection with operation of any portion of the Property which cannot be terminated at will.

14. **Miscellaneous Provisions.**

a. **Complete Agreement/Waiver.** All understandings and agreements heretofore between Grantors and Grantee with respect to the Property are merged into this Agreement, which, together with the Exhibits identified herein and attached hereto, alone fully and completely expresses the agreement of Grantors and Grantee. This Agreement shall not be modified or amended except in a written document signed by Grantors and Grantee. No party hereto shall be deemed to have waived any right, approval, performance, condition precedent or any other term or condition set forth in this Agreement unless such party shall have executed a written waiver thereof. No failure by any party to exercise and no delay in exercising any right, power or privilege under this

Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege unless herein specifically so stated.

b. **Assignment.** Neither Grantors nor Grantee may assign or transfer their rights under this Agreement.

c. **Waiver of Notice of Default.** Time is of the essence of this Agreement, and Grantors and Grantee waive all formal notices of default and of time to cure, except as herein expressly set forth.

d. **Governing Law/Interpretation.**

i. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

ii. Both Grantors and Grantee have been represented by counsel in the process of negotiation, confection, execution and consummation of this Agreement; accordingly, there shall be no presumption of adverse construction of this Agreement against the party who has caused it to be prepared.

iii. Whenever the context hereof shall so require, the singular shall include the plural, and vice versa, and the male gender shall include the female and neuter, and vice versa.

iv. Paragraph headings and titles of any sections or subsections of this Agreement are inserted merely for the convenience of the parties and do not necessarily define, limit or describe the scope of any particular provision of this Agreement.

e. **Notices under this Agreement.**

i. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered either: [i] personally, [ii] by U.S. certified mail, return receipt requested, postage prepaid, or [iii] by overnight courier service (such as, but not limited to, Federal Express), addressed as follows:

If to Grantors:

Charles R. Cotton and Dorothy L. Cotton
555 Parkway Drive
Natchitoches, LA 71457

If to Grantee:

The Natchitoches Parish Port Commission
Attn.: Robert Breedlove
5690 Highway 486, Building No. 1
Campti, LA 71411

With a copy to:

McCoy Roberts & Begnaud, Ltd.
Attn.: Mark L. Roberts
300 St. Denis Street
Natchitoches, LA 71457

ii. All notices given in accordance with the terms hereof shall be deemed received: [i] forty-eight (48) hours after posting with the U.S. postal authorities if delivered by certified mail, or, [ii] when other methods of delivery are utilized, either when delivered personally or otherwise received, as the case may be. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 14(e).

f. **Survival.** The terms, provisions and conditions of this Agreement, except to the extent necessarily fulfilled at the respective Closings, shall survive the said Closings, and, without limitation to the generality of the foregoing, Grantors' Representations and Warranties set forth in Section 13 above shall expressly survive the Closings.

g. **Invalidity.** In the event that one or more provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, other than whether Grantee is an "acquiring authority" subject to La. R.S. 31:149, then any other such declaration of invalidity, illegality or unenforceability of such provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were reformed to the minimum extent required in order for such provision to be valid, legal and enforceable.

h. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, Grantors and Grantee have executed and delivered this Agreement as of the Effective Date entered above.

GRANTORS:

Charles R. Cotton
Charles R. Cotton

Dorothy L. Cotton
Dorothy L. Cotton

GRANTEE:

THE NATCHITOCHE PARISH PORT
COMMISSION

By: Robert E. L. Breedlove, Jr.
Robert E. L. Breedlove, Jr.
Executive Director

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

BEFORE ME, the undersigned authority, duly commissioned in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared CHARLES R. COTTON and DOROTHY L. COTTON, who, first being duly sworn, did depose and say that they are the Grantors in the above and foregoing Option Agreement, they have read the foregoing Option Agreement, and they executed the same as their free act and will, and for the uses, purposes and intents therein set forth.

THUS DONE AND SIGNED, before me, Notary, and in the presence of the undersigned competent witnesses, on this 21st day of May, 2009.

WITNESSES:

| | |
|---|---|
| <u>Emily Settle</u> Emily Settle | <u>Charles R. Cotton</u> Charles R. Cotton |
| <u>Chantay Guillory</u> Chantay Guillory | <u>Dorothy L. Cotton</u> Dorothy L. Cotton |

[Signature]
 Name: _____
 Notary Public
 La. Bar/Notary No.: _____
 My Commission is for Life.

Mark A. Bognard
 Louisiana Bar Roll No. 22197
 My commission expires at death.

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

BEFORE ME, the undersigned authority, duly commissioned in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared Robert E. L. Breedlove, Jr., who, first being duly sworn, did depose and say that he is the Executive Director of The Natchitoches Parish Port Commission, Grantee in the above and foregoing Option Agreement, he has read of the foregoing Option Agreement, and he executed the same for and on behalf of the said Grantee, as the free act and will of Grantee, and for the uses, purposes and intents therein set forth.

THUS DONE AND SIGNED, before me, Notary, and in the presence of the undersigned competent witnesses, on this 21st day of May, 2009.

WITNESSES:

THE NATCHITOCHEs PARISH PORT COMMISSION

Chantay Mullory
Chantay Mullory

By: Robert E. L. Breedlove, Jr.
Robert E. L. Breedlove, Jr.,
Executive Director

Emily Settle
Emily Settle

[Signature]
Name: _____
Notary Public

La. Bar/Notary No.: _____

My Commission is for Life.

Mark A. Bognard
Louisiana Bar Roll No. 22197
My commission expires at death.

EXHIBIT A

TRACT I

That certain piece, parcel or tract of ground containing 383.73 acres, more or less, located in Sections 39, 41, 45 and 88, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana, as the same is more fully shown by reference to a plat of survey by Glen L. Cannon, R.L.S., dated June 24, 1994, recorded with a Collateral Mortgage recorded in Mortgage Book 590, Page 503, under Original Instrument No. M-223632, mortgage records of Natchitoches Parish, Louisiana, and which said tract being more particularly described as follows, to-wit:

Beginning at point "C" on a plat of survey for Deloyce Blewer dated October 3, 1984 by Billy D. Crow, R.L.S., which said point being marked by an X-Tie found along the Southernmost section line of Section 69, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana and from said point run thence South 15 degrees East a distance of 176.2 feet to Point "B" on a plat of survey for E.P. & Clara Brown, dated November, 1949, by Gaiennie Hyams, R.L.S. in which said point being located on the Westernmost Section line of Section, 6, Township 10 North, Range 7 West, Natchitoches Parish, Louisiana; thence run South 49 degrees West 1,656.5 feet to an iron rod set in the Northeast Corner of the property herein described and being the Point of Beginning; and, from said Point of Beginning thence continue South 49 degrees West 3,136.85 feet to an axle located on the Easternmost Right of Way of Louisiana Highway No. 486; thence continue South degrees West a distance of 404.8 feet to the Northwest Corner of the tract herein described marked by an iron rod; thence run South 78 degrees 38 minutes East 121.9 feet; thence run South 71 degrees 30 minutes East 94.7 feet; thence run South 49 degrees 50 minutes East 127.9 feet; thence run South 44 degrees 14 minutes East 536.0 feet; thence South 41 degrees 18 minutes East 275.5 feet; thence run South 40 degrees 14 minutes East 146.2 feet; thence run South 35 degrees 5 minutes East 345.5 feet; thence run South 11 degrees 34 minutes East 141.0 feet; thence run South 8 degrees East 458.4 feet; thence run South 4 degrees 55 minutes East 695.8 feet; thence run South 9 degrees 23 minutes East 115.8 feet; thence run South 36 degrees 47 minutes East 136.1 feet; thence run South 16 degrees 22 minutes West 130.9 feet; thence run South 15 degrees 50 minutes West 78.5 feet; thence run South 14 degrees 40 minutes West 96.4 feet; thence run South 11 degrees 3 minutes West 97.7 feet; thence run South 5 degrees 1 minute West 96.3 feet; thence run South 0 degrees 53 minutes East 93.4 feet; thence run South 6 degrees 12 minutes East 74.5 feet to the Southwest Corner of the tract herein described; thence run North 79 degrees East a distance of 2,692.87 feet to an iron rod; thence run North 49 degrees East 1,650 feet to a point; thence run North 15 degrees West 805.20 feet to an iron rod; thence run North 70 degrees East a distance of 291.6 feet to an iron rod; thence run North 41 degrees West 662.4 feet to a point; thence run North 15 degrees West 491.45 feet to a point located on the Western Right of Way of the K.C.S. Railroad; thence run North 45 degrees 7 minutes 20 seconds West 2,966.81 feet to the Point of Beginning of the tract herein described.

LESS AND EXCEPT

That certain tract or parcel of land, located in Natchitoches Parish, Louisiana, Section 39, Township 10 North, Range 7 West, containing 5.5 acres, more or less, and more fully described as follows:

BEGINNING at a found axle on the easterly right of way of Louisiana Highway Number 486 and the northerly most property line of Charles R. Cotton, et ux, and having a latitude of 31.848948 degrees North and a longitude of 93.078045 degrees West. THENCE along the northerly most property line of Charles R. Cotton, et ux North 49 degrees, 12 minutes, 44 seconds, East for a distance of 798.60 feet to a corner having a latitude of 31.850391 degrees North and a longitude of 93.076107 degrees West. THENCE South 40 degrees, 55 minutes, 07 seconds East for a distance of 300.00 feet to a corner having a latitude of 31.849770 degrees North and longitude of 93.075470 degrees West. THENCE South 49 degrees, 12 minutes, 43 seconds West for a distance of 798.60 feet to a corner on the easterly right of way lines of Louisiana Highway Number 486 having a latitude of 31.848327 degrees North and a longitude of 93.077409 degrees West. THENCE along the easterly right of way of Louisiana Highway Number 486 North 40 degrees, 55 minutes, 07 seconds West for a distance of 300.00 feet to the POINT OF BEGINNING. The property is more fully described on that certain plat of survey dated October 10, 2008, attached to an Act of Exchange recorded in Conveyance Book 629, at Page 32 of the records of Natchitoches Parish, Louisiana.

TRACT II

That certain tract of land currently owned by Crosstex LIG, LLC located in Natchitoches Parish, Louisiana, Section 9, Township 10 North, Range 7 West. Said tract contains 5.507 acres, more or less, and is more fully described as follows:

BEGINNING at the intersection of the west line of Section 9, Township 10 North—Range 7 West and the westerly right of way line of the Kansas City Southern Railroad and also being the northerly most property corner of Crosstex LIG, LLC property having a latitude of 31.848877 degrees North and a longitude of 93.063660 degrees West. THENCE along the westerly right of way of the Kansas City Southern Railroad South 44 degrees, 53 minutes, 56 seconds East, a distance of 1,126.20 feet to a corner on the northerly property line of Deblieux and Kelly, Inc. property, having a longitude of 31.846696 degrees North and a longitude of 93.061087 degrees West. THENCE along the northerly property line of Deblieux and Kelly, Inc. South 49 degrees, 01 minutes, 49 seconds West for a distance of 296.29 feet to a corner on the easterly most property line of Charles R. Cotton, et ux having a latitude of 31.846158 degrees North and a longitude of 93.061804 degrees West. THENCE along the easterly property line of Charles R. Cotton, et ux, North 40 degrees, 47 minutes, 16 seconds West for distance of 681.51 feet to a corner having a latitude of 31.847571 degrees North and a longitude of 93.063246 degrees West; THENCE continuing along the easterly property line of Charles R. Cotton, et ux, North 14 degrees, 49 minutes, 42 seconds West for a distance of 492.42 feet to the POINT OF BEGINNING. The property is more fully described on that certain plat of survey dated October 7, 2008, and attached to an Act of Exchange recorded in Conveyance Book 629, at Page 32 of the records of Natchitoches Parish, Louisiana, being the same property acquired by Crosstex in that certain Act of Cash Sale dated October 17, 2006, recorded in the conveyance records of Natchitoches Parish, Louisiana, under Entry No. 299783 of COB 608 at Page No. 538.