

412636

United States of America

STATE OF LOUISIANA — PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 29th day of MARCH 19 79, BEFORE ME, Notary Public, duly commissioned and qualified, in and for the above named Parish and State, therein residing, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

SUCCESSION OF HOMER G. FRITCHIE, herein represented by HOMER G. FRITCHIE, JR., Administrator by virtue of a Court Order, copy of which is attached hereto and made a part hereof for reference.

ONNIE PEARCE FRITCHIE, of lawful age and a resident of St. Tammany Parish, Louisiana, having been married but once and then to GUS A. FRITCHIE, who is deceased, and she has not since remarried. \*\* (Continued on Schedule A)

who declares that he does by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and action of warranty which he has or may have against all preceding owners and vendors, unto

RUTH HAMPLE, wife of/and WILLIAM C. GARRETT, both of lawful age and residents of St. Tammany Parish, Louisiana, each having been married but once and then to each other and are living and residing together in lawful wedlock. The said RUTH HAMPLE GARRETT being represented by WILLIAM C. GARRETT, her Agent, by virtue of a Power of Attorney recorded in COB 824, folio 1 of the Office of the Clerk of Court, St. Tammany Parish, Louisiana.

DEBRA GARRETT, wife of/and ROBERT J. LEVIS, both of lawful age and residents of St. Tammany Parish, Louisiana, each having been married but once and then to each other and are living and residing together in lawful wedlock. \* here present and accepting, purchasing for himself, his heirs and assigns, and acknowledging due delivery and possession, thereof, the following described property, to wit;

TRACT 1

ALL THAT CERTAIN PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being situated in Section 14, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Section corner common to Sections 10, 11, 14 and 15 in said Township and Range, go South 89 degrees, 52 minutes East 381.84 feet to a point; thence continue South 89 degrees, 52 minutes East 778.16 feet to a point; thence go South 425.00 feet to a point; thence go South 89 degrees, 52 minutes East 160.00 feet to a point; thence go South 574.00 feet to a point; thence go South 89 degrees, 52 minutes East 132.00 feet to a point; thence go North 999.00 feet to a point; thence go South 89 degrees, 52 minutes East 1094.04 feet to a point; thence go South 00 degrees, 02 minutes, 37 seconds West 331.71 feet to a point. thence go North 89 degrees, 49 minutes, 01 second East 96.48 feet to a point; thence go South 89 degrees, 52 minutes, 33 seconds East 659.91 feet to a point; thence go South 39 degrees, 45 minutes, 22 seconds East 1030.96 feet to the point of beginning.

Thence from the point of beginning go South 00 degrees, 05 minutes, 38 seconds West 398.87 feet to a point; thence go South 00 degrees, 07 minutes, 16 seconds West 1105.11 feet to a point; thence go North 89 degrees, 59 minutes, 58 seconds East 143.19 feet to a point; thence go along the Westerly Right-of-Way line of Interstate 10 in seven courses:

- North 18 degrees, 00 minutes, 49 seconds East 1021.79 feet;
- North 12 degrees, 18 minutes, 58 seconds West 464.14 feet;
- North 18 degrees, 10 minutes, 40 seconds East 399.64 feet;
- North 41 degrees, 18 minutes, 25 seconds East 598.43 feet;
- North 18 degrees, 07 minutes, 53 seconds East 214.16 feet;
- North 59 degrees, 49 minutes, 37 seconds West 11.31 feet; and
- North 00 degrees, 18 minutes, 21 seconds East 181.53 feet;

Thence go North 58 degrees, 40 minutes, 28 seconds West 112.08 feet to a point; thence go South 01 degree, 38 minutes, 03 seconds East 42.05 feet to a point; thence go North 54 degrees, 36 minutes, 03 seconds West 131.70 feet to a point; thence go South 00 degrees, 36 minutes, 4 seconds West 246.08 feet to a point; thence go North 68 degrees, 08 minutes, 23 seconds West 202.57 feet to a point; thence go South 00 degrees, 15 minutes, 37 seconds West 30.00 feet to a point; thence go North 68 degrees, 08 minutes, 23 seconds West 227.43 feet to a point; thence go South 00 degrees, 00 minutes, 23 seconds East 1110.14 feet to a point; thence go South 86 degrees, 41 minutes, 23 seconds West 331.17 feet to the point of beginning.

(Description continued on Schedule A)

\*Appearers declare that the property herein conveyed is not their family homes.

Mailing address:

To have and to hold the above described property unto the said purchaser, his heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of

THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00) DOLLARS

in part payment of which and deduction whereof the said purchaser has well and truly paid, in ready and current money the sum of

EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$87,500.00) DOLLARS

to the said vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

Schedule A  
Description continued

TRACT 2

ALL THAT CERTAIN PARCEL OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 14, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Section corner common to Sections 10, 11, 14 and 15 in said Township and Range, go South 89 degrees, 52 minutes East 381.84 feet to the East Right-of-Way line of W-14 Drainage Canal and the point of beginning.

Thence from the point of beginning go along said East Right-of-Way line in eight courses:

South 00 degrees, 00 minutes, 03 seconds East 128.14 feet;  
South 13 degrees, 30 minutes, 02 seconds East 1215.99 feet;  
South 13 degrees, 25 minutes, 02 seconds East 18.00 feet;  
South 40 degrees, 34 minutes, 21 seconds East 149.42 feet;  
South 53 degrees, 06 minutes, 59 seconds East 353.57 feet;  
South 25 degrees, 55 minutes, 53 seconds East 243.54 feet;  
South 01 degree, 24 minutes, 35 seconds West 332.52 feet; and  
South 12 degrees, 11 minutes, 46 seconds East 6.45 feet;

Thence go South 89 degrees, 52 minutes East 1489.16 feet to a point; thence go North 00 degrees, 01 minute, 42 seconds East 888.79 feet to a point; thence go North 89 degrees, 49 minutes, 16 seconds West 528.00 feet to a point; thence go North 00 degrees, 10 minutes, 44 seconds East 678.00 feet to a point; thence go North 89 degrees, 49 minutes, 16 seconds West 16.00 feet to a point; thence go North 00 degrees, 10 minutes, 44 seconds East 162.00 feet to a point; thence go South 89 degrees, 49 minutes, 16 seconds East 544.00 feet to a point; thence go North 00 degrees, 10 minutes, 44 seconds East 149.72 feet to a point; thence go South 89 degrees, 49 minutes, 01 second West 96.48 feet to a point; thence go North 00 degrees, 02 minutes, 37 seconds East 331.71 feet to a point; thence go North 89 degrees, 52 minutes West 1094.04 feet to a point; thence go South 999.00 feet to a point; thence go North 89 degrees, 52 minutes West 132.00 feet to a point; thence go North 574 feet to a point; thence go North 89 degrees, 52 minutes West 160.00 feet to a point; thence go North 425.00 feet to a point; thence go North 89 degrees, 52 minutes West 778.16 feet back to the point of beginning.

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GUS A. FRITCHIE, JR., of lawful age and a resident of St. Tammany Parish, Louisiana, having been married but once and then to MIRIAM PROVOSTY, with whom he is living and residing in lawful wedlock.

CATHERINE FRITCHIE FRANKLIN, of lawful age and a resident of Jackson County, West Virginia, having been married twice, first to GEORGE V. TRIESCHMANN, from whom she is divorced, and second to THOMAS FRANKLIN, with whom she is living and residing in lawful wedlock.

NELLIE BOUSQUET FRITCHIE, of lawful age and a resident of St. Tammany Parish, Louisiana, having been married but once and then to HOMER G. FRITCHIE, who is deceased, and she has not since remarried.

Vendors retain all oil, gas and other minerals and all mineral and royalty rights whatsoever under the hereinabove described land as well as the right to grant any and all oil, gas and mineral leases, and to receive all bonus rentals and royalties payable under any such lease. Vendors shall conduct no surface operations whatsoever upon the above described land without the written consent of the vendee.

Vendeee take cognizance of certain servitudes of drain in favor of the St. Tammany Parish Police Jury and also servitudes for utilities previously granted by the vendors and of record in the Clerk of Court's Office for the Parish of St. Tammany.

And for the balance of said purchase price, to wit: The sum of

TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$262,500.00) DOLLARS  
the said purchaser has furnished his promissory note dated at Slidell, Louisiana  
this date and payable in 3 equal annual installments of \$87,500.00 each,  
the first due and payable on the 29th day of March, 1980, and the others  
payable respectively on the 29th day of March of each year thereafter, until all have been  
paid, to the order of "BEARER", payable at First Bank, Slidell, Louisiana

which said note stipulates to bear interest at the rate of 8% per cent per annum from date  
until paid and after having been paraphed "Ne Varietur" by me, Notary, to be herewith identified and delivered to the  
said vendor who hereby acknowledges the receipt thereof.

And to further secure the full, prompt and punctual payment of said note together with interest accrued or to accrue  
thereon, together with costs and legal charges, the said mortgagor does hereby specially waive all homestead rights and  
exemptions guaranteed by the constitution of this State, in favor of the holder or future holder or holders of the aforemen-  
tioned note.

The purchaser hereby binds himself to keep the buildings on the above described property insured against the risk  
of loss by fire, and to transfer such insurance to the present vendor or any other holder or holders of the above described  
note up to the full amount of such note. Said purchaser hereby authorizing said vendor, or any other holder or holders of the  
above described note to cause said insurance to be affected upon purchaser's default at the existing premium rate in effect  
at the time of the default.

And in the case it should become necessary to place said note in the hands of an attorney for collection by suit or  
otherwise, the said purchaser hereby binds and obligates himself to pay the fees of the attorney at law employed for that  
purpose, which fees are hereby fixed at twenty-five per cent on the amount sued for.

And now, in order to secure the full and punctual payment of said note at maturity and/or the installments thereon,  
together with all interest, costs, attorney's fees and premiums of insurance, special mortgage and vendor's lien and privilege  
are hereby retained and granted in favor of said vendor and all future holder or holders of said note on the property herein  
conveyed, which the said purchaser binds himself not to sell, alienate or in anywise encumber to be prejudice of this act.

And here the said purchaser declares that he does do by these presents, consent, agree and stipulate that in the event  
any installment due be not punctually paid, all of said notes shall at once become due and exigible, it shall be lawful for and  
he does hereby authorize the said vendor or any other holder or holders thereof, to cause all and singular the said herein  
before described and herein conveyed and mortgaged property to be seized and sold (after due process of law) without  
appraisement to the highest bidder payable cash. The said purchaser hereby confessing judgment in favor of said vendor, or  
any future holder or holders of said note.

as per declaration of the parties hereto  
All state and Parish Taxes up to and including the taxes due and exigible in 1978 are paid; the responsibility  
for the proration of taxes not yet due is assumed by the parties hereto.

The certificate of mortgage and conveyance required by Article 3364 of the Revised Civil Code of this State are  
waived by the parties hereto thereby exonerating me, Notary, from any liability arising  
out of the non-production of same.  
Where appropriate herein, the singular shall include the plural and the masculine shall include the feminine.  
THUS DONE AND PASSED in my office at Slidell, St. Tammany Parish, Louisiana, on the day, month and year  
herein first above written, in the presence of the undersigned competent witnesses who hereunto sign their names with the  
said appearers and me, Notary, after reading of the whole.

William C. Garrett  
William C. Garrett, Individually and as  
Agent for Ruth Hample Garrett  
Robert J. Lewis  
Robert J. Lewis  
Debra Garrett Lewis  
Debra Garrett Lewis  
Debra G. Carrasco  
Debra G. Carrasco  
Mildred B. Lawrence  
Mildred B. Lawrence

SUCCESSION OF HOMER G. FRITCHIE  
By: Homer G. Fritchie, Jr.  
Homer G. Fritchie, Jr.  
Onnie Pearce Fritchie  
Onnie Pearce Fritchie  
Gus A. Fritchie, Jr.  
Gus A. Fritchie, Jr.  
Catherine Fritchie Franklin  
Catherine Fritchie Franklin  
Nellie Bousquet Fritchie  
Nellie Bousquet Fritchie

Paul F. Cooley, Jr.  
Notary Public  
Paul F. Cooley, Jr.  
STATE OF LOUISIANA  
Parish of St. Tammany

I hereby certify that the within and foregoing  
Act of Sale, with Mortgage Lien and Vendor's  
Privilege, was filed:  
For Record April 3 1979  
Recorded April 3 1979  
In Book 920 of Conveyance  
Page No. 112  
and in Book 732 of Mortgages  
Page No. 484 of the Records of  
the Parish of St. Tammany, State of Louisiana.  
Clerk of District Court and Ex-Officio Recorder  
COTD/75

CREDIT DEED  
FROM  
TO

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