

BOND FOR DEED

REGAN LAW FIRM, LLC
Law and Notarial Offices
3324 N. Causeway Blvd.
Metairie, Louisiana 70002

BY: _____ SELLER _____

TO: _____ PURCHASER _____

Our File No. BFD- _____

UNITED STATES OF AMERICA, STATE OF LOUISIANA, PARISH OF JEFFERSON

BEFORE THE UNDERSIGNED NOTARIES PUBLIC, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

_____ SELLER _____ () a person of the full age of majority, resident of the Parish of _____, State of Louisiana, who declared that he has been married but once and then to _____, from whom he was divorced and that he is single having not since remarried. Hereinafter "Seller"

Mailing address: _____

AND

_____ PURCHASER _____ () a person of the full age of majority, resident of the Parish of _____, State of Louisiana, who declared that she has been married _____, from whom she was divorced, and that she is presently single having not since remarried.. Hereinafter "Purchaser"

Mailing address: _____

Seller and Purchaser agree that the Act of Sale has been placed in escrow with Escrow Funding, Inc., as Escrow Agent for all parties; that title to the Property has not been conveyed; and that the Sale has not been and shall not be considered delivered to Purchaser until released from escrow by the Escrow Agent to the Purchasers pursuant to the provisions of this Bond for Deed.

The Escrow Agent holds the original executed copy of the Act of Sale of Property in trust pursuant to the following conditions:

Purchaser, and/or and Purchaser's heirs, successors and assigns, hereby agree to purchase the property hereinafter described for and in consideration of the price and sum of **THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00) DOLLARS**, less cash down payment of **TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS**, the receipt of which is hereby acknowledged, thereafter acknowledged, thereafter, Purchaser does hereby bind and obligate Purchaser, and Purchaser's heirs, successors and assigns, to pay the sum of **TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/100 (\$275,000.00) DOLLARS** plus interest from date hereof, payable monthly as follows:

PRINCIPAL & INTEREST PAYMENT MONTHLY -----	\$1,476.26
(\$275,000.00 @ 5%, over 30 years/5 year balloon)	
MONTHLY ESCROW FOR INSURANCES & TAXES TO _____ LENDER _____	\$ _____
MONTHLY FEE TO ESCROW FUNDING, INC. -----	\$ 35.00
TOTAL MONTHLY PAYMENT -----	\$ _____

plus any state, local or other assessment, increase or decrease in the monthly escrow amount collected for payment of taxes and insurances during the term of this agreement.

ALL FIGURES HAVE BEEN PROVIDED BY THE SELLER AND NOT INDEPENDENTLY OBTAINED BY REGAN LAW FIRM, LLC AND RICHARD E. REGAN, NOTARY PUBLIC, FROM MORTGAGE COMPANY. SELLER AND PURCHASER HOLD HARMLESS REGAN LAW FIRM, LLC AND RICHARD E. REGAN, NOTARY PUBLIC, FROM ANY DISCREPANCY WITH THE ABOVE FIGURES.

Payments: The payments are to begin on the April 15, 2017, (for the May 1, 2017, payment due _____ BANK) and shall continue on the FIFTEENTH (15th) day of each succeeding month thereafter until April 1, 20____, the "Balloon Date", when all remaining indebtedness referenced herein shall become due and payable.

Payments Remitted To: All payments to be made by Purchaser under this Agreement shall be made to Escrow Funding, Inc. at 3324 N. Causeway Blvd, Suite 210, Metairie, LA 70002, as trust Agent for all parties.

All payments received by Escrow Agent under this contract shall be applied first, to any fees due Escrow Agent; second to amounts payable for property insurance and taxes; third to interest due; fourth to principal; and fifth to any other charges under this contract.

Late Payment: In the event that any payment is not received by the Escrow Agent within TEN (10) days of the due date, Purchaser shall pay a late charge of Ten (10%) percent of the monthly payment, plus any late charges assessed by Mortgagee on the loan described herein. Said late fee shall be split 5% to Seller and 5% to Escrow Funding, Inc.

THIS AGREEMENT CAN BE PRE-PAID, OR PAID IN FULL AT ANY TIME WITHOUT PENALTY.

Assignment of Leases: Purchaser hereby assigns unto Seller as security for the payment all amounts due under this Agreement all of Purchaser's right, title and interest in and to the rents, issues and profits accruing and to accrue and due and to become due and payable under and pursuant to all contracts of lease, rental and occupancy now in effect or hereafter

entered into by Purchaser and covering any portion of the Property hereinabove described. Unless and until default is made by Purchaser in the payment of any amount due hereunder or in the performance or observance of any of the terms, provisions or conditions of this Agreement, Purchaser shall have the right to collect and receive the rentals accruing under such leases, rental and occupancies, but not in advance, and to enforce the covenants of said leases.

In the event of any default by Purchaser in the performance or observation of any of the terms, provisions payment of any amount due under this Agreement or in the performance or observation of any of the terms, provisions and conditions of this Agreement, Seller shall have and is hereby given the right to collect all the rents, issues and profits under or with respect to any and all leases, rentals and occupancies covering any portion or portions of the Property herein and hereby mortgaged, and to continue to do so until all obligations of the Purchaser under this Agreement have been paid and discharged in full, and Purchaser hereby makes, constitutes and appoints Seller its attorney-in-fact, giving unto said attorney irrevocable power, either in its own name or in the name of the Purchaser, to take all necessary steps, by proceedings in court or otherwise to notify any and all tenants and lessees of this assignment and to collect all rentals, revenues, issues and profits, to cause the said premises to be vacated and, when vacant, to re-let such premises and to do all such things in such manner and on such terms as said Seller may deem best. Seller shall additionally be entitled to the judicial appointment of a receiver of rents at any time after any such default.

Property: If and only if Purchaser promptly pays all taxes, assessments and insurance, as required hereinafter, and having paid the total amount of \$300,000.00 toward principal, and all accrued interest, Seller will have the Escrow Agent at that time deliver a sufficient warranty deed, selling and conveying unto Purchaser the following described real property, to-wit:

TWO CERTAIN LOTS OF GROUND,

--- FULL PROPERTY DESCRIPTION HERE ---

Improvements thereon bear the Municipal No: _____

Being the same property acquired by Seller by act registered as CIN _____, St. Tammany Parish, LA.

"AS IS" CLAUSE, WITH WAIVER OF REDHIBITION...

Purchaser accepts the property and all of the improvements thereon in whatever condition it exists as of the date herein without any warranty other than as to the validity of title. All improvements, specifically including but not limited to, all appliances, electrical, plumbing, heating and air-conditioning systems, roof, structure, foundation are sold and accepted in "AS IS" condition. Purchaser agrees that Seller shall have no responsibility or liability whatever for any repairs.

Seller has not made, and does not make, any representation or warranties whatsoever as to improvements, nor as to the fitness or suitability of the use of occupancy of the property for any particular purpose, nor as to the square footage of the property or any improvements.

Purchaser expressly waives any and all warranties, expressed or implied, against hidden or latent defects, as provided by the Louisiana Civil Code, including, but not limited to any rights of redhibition provided by Louisiana Civil Code Articles 2520 Et.seq., specifically including any right purchaser may have to seek redhibition or rescission of this sale and/or to seek quanti minoris or a reduction of the purchase price or the return of any part thereof. These waivers and stipulations shall survive after the delivery of the title at the closing.

PURCHASER ACKNOWLEDGES THAT THIS WAIVER OF WARRANTY AND "AS-IS" CLAUSE HAS BEEN EXPLAINED TO PURCHASER AND IS UNDERSTOOD BY PURCHASER.

PURCHASER

The parties hereto take cognizance that no survey has been made on the herein described property in connection with this Act and the parties do hereby relieve and release me, Notary from all and any liability in connection with any encroachments which might appear on such survey.

Existing Mortgages: SELLER AND PURCHASER TAKE FULL COGNIZANCE OF THE FACT THAT _____ HOLDS A FIRST (1ST) MORTGAGE AGAINST THE HEREIN REFERENCED PROPERTY, BEARING LOAN # _____, AN INTEREST OF RATE _____ % PER ANNUM, AND A PRESENT PRINCIPAL BALANCE OF \$ _____, ORIGINALLY RECORDED AS MOB _____, PAGE ___, ST. TAMMANY PARISH, LA.

Seller further declares that the property is not subject to any other lien or encumbrances whatsoever and has not been alienated or sold by Seller, and that Seller will not, prior to the time that title is to be transferred to the said Purchaser, execute or permit any mortgages, liens or encumbrances to be placed on the said property and will at the time that the title is transferred, clear any inscriptions appearing on the Mortgage and Conveyance Certificates.

SELLER'S INITIALS _____

PURCHASER'S INITIALS _____

Escrow Agent: Escrow Funding, Inc. intervenes herein through its duly authorized agent, to accept its appointment as Escrow Agent and agrees that from the amounts received from Purchaser & Seller, it will make the following payments:

The sum of \$ _____, payable monthly to _____ LENDER _____ at P.O. Box _____, Dallas, TX. _____, for Loan No. _____, beginning May 1, 2017, and continuing on the 1st day of each month thereafter until paid in full.

The sum of \$ _____, payable monthly to **SELLER**, at _____, beginning May 1, 2017, and continuing on the 1st day of each month thereafter until Seller's equity is paid in full.

It is agreed by all parties that Escrow Funding, Inc. shall have no responsibility to make any payment whatsoever in excess of the amounts collected from Purchaser. In the event monthly payments are not received from Purchaser & Seller, Escrow Agent's sole responsibility shall be to notify Purchaser and/or Seller of such non-receipt of payment by mailing a notice to Purchaser or Seller, respectively.

Application of payments: All payments received by Escrow Agent under this contract shall be applied first, to any fees due Escrow Agent; second to amounts payable for property insurance and taxes; third to interest due; fourth to principal; and fifth to any other charges under this contract.

Terms of Sale: Seller and Purchaser agree that the Act of Sale has been placed in escrow with Escrow Funding, Inc., as Escrow Agent for all parties; that title to the Property has not been conveyed; and that the Sale has not been and shall not be considered delivered to Purchaser until released from escrow by the Escrow Agent to the Purchasers pursuant to the provisions of this Bond for Deed. The cost of all necessary certificates and vendor's fee shall be paid by Seller and all notarial fees and other expenses shall be paid by Purchaser.

Repairs and Occupancy: Purchaser is hereby granted the right of occupancy of the herein described property. Purchaser agrees to maintain the improvements and keep the property in good repair, and assume all risk of loss and destruction of said improvements. Purchaser agrees to keep the subject property covered by the **TERMINIX Pest/Termite Control Contract**, which Seller agrees to transfer to Purchaser. Purchaser to provide copies of renewal coverage annually, during the term of this agreement.

PURCHASER MAY NOT MAKE STRUCTURAL CHANGES TO THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER DURING THE TERM OF THIS AGREEMENT.

No Liens Or Privileges: No person shall be entitled to a lien or privilege on the immovable property described hereinabove, nor a claim against Seller as owner, under R.S. 9:4801 or 9:4802 unless Seller shall have specifically agreed in writing to the price and work of any undertaking by Purchaser or any other person.

Taxes: The property taxes for the year 2016 have been paid in full. All property tax payments from the date hereof forward shall be the responsibility of Purchaser and not Seller.

The Purchaser understands that the Assessor may **NOT** grant a Homestead Exemption on the above-described property that is the subject of the Bond For Deed Agreement executed this date.

Insurance: Purchaser agrees to maintain the hazard, flood, wind and hail insurance covering the property, at **Purchaser's expense**, and add Seller's name as an "Additionally Insured" and/or "Mortgagee", if allowed. Purchaser shall be required to add _____ **LENDER** _____ as the First Mortgagee on all insurance policies during the term of this Agreement. The hazard, flood, wind and hail insurance on the herein described property shall be held in an amount agreed upon by the parties and to satisfy the requirements of the mortgage holder.

It is understood and agreed that all insurance proceeds paid under said insurance policies will be distributed to Escrow Funding, Inc., as "Payor", or the mortgage holder referenced herein. Purchaser and Seller hereby agree to make any and all necessary insurance claims to repair and/or renovate the herein referenced property after damage has occurred. The parties hereby agree to utilize the proceeds of the insurance claim to repair and renovate the property first, and if any insurance proceeds remain thereafter, said excess amount shall be utilized to reduce the indebtedness owed Mortgagee, and credited as a Principal Only payment received from Purchaser. Seller agrees to cooperate with and assist Purchaser in making all necessary insurance claims.

Purchaser understands that it is their responsibility to purchase a rental dwelling policy to cover purchaser's contents and purchaser's liability.

Transfer of Escrow: It is understood that _____ **LENDER** _____ is escrowing the sum of \$ _____ per month for the payment of taxes and insurances. The parties agree that Purchaser, and not Seller, shall be entitled to any escrow refund due when the indebtedness is paid in full.

Income Tax: Purchaser and Seller agree that Purchaser, and not Seller, shall be entitled to any and all income tax deductions for interest and/or depreciation as may be allowed by the U.S. Internal Revenue Code and/or applicable state law.

Default: Appearers further declare that the payment by Purchaser of each monthly installment, until the sum of \$300,000.00 has been paid on principal, plus the payment of all taxes, and any state, local or other assessments and insurance premiums is of the essence of this Agreement and that if any of the said installments, taxes, assessments, or insurance premiums are not paid within ten (10) days of the due date, or if Purchaser shall in any other manner violate the covenants hereunder, then in any of such events, Purchaser shall be in default and Seller shall have the right, at Seller's option:

1. To send a Notice of Default to Purchaser, by registered or certified mail to Purchaser's last known address. If Purchaser fails to cure the default within forty-five (45) days from the mailing of the Notice of Default, Seller may sue for specific performance of this Agreement, and accelerate all installments due for the unexpired remaining term of this Agreement and declare said amount immediately due and payable, together with reasonable attorney's fees due by Purchaser in the event an attorney is employed to enforce any rights of Seller under this Agreement. If the Purchaser pays all amounts due to Sellers, including principal, accrued interest, court costs, attorney's fees and/or other costs incurred pursuant to Purchaser's default within a reasonable time after being placed in Default, Seller may immediately convey title to the herein described property to Purchaser.

OR

2. To have this Agreement and the Mortgage granted hereinabove canceled in accordance with the provisions of R.S. 9:2945 and Civil Code Art. 2017. All parties expressly agree that this Agreement shall be dissolved, without the necessity of a judicial dissolution, and that the required forty-five (45) day notice may be served, by registered or certified mail, by the Seller. Purchaser expressly waives any additional time to perform which may be allowed by La. Civil Code Article 2013. In such event all of Purchaser's rights under this Agreement, shall be forfeited as hereinafter provided.

In the event of such default and failure to cure, all parties expressly agree that the Sale and the Mortgage shall be dissolved in accordance with the provisions of La. Civil Code Article 2017, without the necessity of a judicial dissolution. Purchaser expressly waives any additional time to perform which may be allowed by La. Civil Code Article 2013.

Acceleration: If within any consecutive twelve (12) month period, any two payments due from Purchaser are not received by the Escrow Agent within thirty (30) days of the due date, Seller may declare the entire balance due by the Purchaser immediately due, exigible and payable, together with reasonable attorney's fees, advances and all costs, expenses and other charges.

It is expressly agreed that the fair and reasonable rental value of the property described herein as of the date hereof is mutually stipulated to be \$_____.00, adjusted annually by increases in the Consumer Price Index as provided above, and the parties hereto expressly waive and renounce the right to seek a judicial determination of the fair and reasonable rental value of the property.

FURTHER, in the event Purchaser fails to cure such default, this Agreement shall, at Seller's option, convert to a **month-to-month Lease** of the property described herein. Purchaser, as Lessees, are obligated to pay Seller, as Lessors, a monthly rental of \$_____.00. Said Monthly Rental to begin on the forty-sixth (46th) day after the mailing of the Notice of Default and is payable at the office of Escrow Funding, Inc. as set forth above.

Such monthly rental amount shall be adjusted annually beginning one year from the date of this Agreement, and each year thereafter by a percentage equal to the percentage increase, if any, of the Index, as hereinafter defined, from the month this Agreement is executed to the twelfth month thereafter. The term Index shall be the most recent Consumer Price Index - all urban consumers ("CPI") U.S. City average - all items (1982-84 = 100), issued and published by the Bureau of Labor Statistics of the U.S. Department of Labor. There shall be no decrease in the monthly rental.

In the event of such default and recordation of the Act of Cancellation, the title to the above described property shall be free and clear from any and all claims by Purchaser, and Seller shall be entitled to retain all improvements placed upon the said premises without reimbursing Purchaser therefor and to retain all payments made by Purchaser.

Holdover Rent: If, upon the termination of this Lease, Lessee fails to vacate or deliver possession of the Leased Premises to Lessor, Lessee shall pay to Lessor, by way of liquidated damages, and not as a penalty, three times the monthly rent at the then-current rate (such sum being hereafter referred to as the "Holdover Rent") for each month Lessee occupies any part of the Leased Premises, commencing with the date of termination of this Lease and ending with the date that Lessee vacates or delivers possession of the Leased Premises to Lessor. The Holdover Rent shall be payable monthly in advance on the first day of each month. The Holdover Rent shall not be prorated for partial months, and Lessee hereby acknowledges and agrees that the Holdover Rent shall be payable in monthly increments, even if Lessee remains in possession of the Leased Premises for less than a complete month. Lessor expressly reserves all rights under applicable law to evict Lessee from the Leased Premises. Lessee expressly waives all legal notice to vacate the Leased Premises, including without limitation, the notice requirements of Louisiana Code of Civil Procedure Article 4701.

Forfeiture: In the event of such default and cancellation under R. S. 9:2945, the title to the above described property shall be free and clear from any and all claims by Purchaser, and Seller shall be entitled to retain all payments heretofore made by Purchaser and all improvements placed upon the said premises without reimbursing Purchaser therefor.

It is expressly agreed and stipulated that the initial payment, plus the total monthly installments paid by Purchaser, constitute the stipulated compensatory amount and/or liquidated damages which Seller is entitled to retain to fairly compensate Seller for: (1) the fair and reasonable rental value of the property involved herein which is owed to Seller for Purchaser's use of the property during the term of this agreement; (2) reasonable compensation owed to Seller for Seller's removal of the said property from the market, and the resultant loss of all opportunities to sell the subject property to a third party during the term of this agreement; (3) reimbursement of real estate broker's commission, closing fees and costs, transaction taxes/fees and Federal and State income taxes paid or incurred by Seller as a result of this agreement; (4) reimbursement of all reasonable attorney's fees incurred by Seller to protect any interest or enforce any rights of Seller under this Agreement.

Further, Purchaser covenants and agrees that they and all persons holding possession of the property described herein shall immediately surrender possession of said property and the improvements thereon to Seller upon cancellation of this Agreement.

No Waiver: Seller's failure to strictly and promptly enforce his rights under this Agreement shall not operate as a waiver of Seller's rights, Seller hereby expressly reserving the right to always enforce prompt payment of all monthly installments during the entire term of this Agreement, or to seek cancellation of this Agreement and forfeiture of all payments to date of such cancellation, regardless of any indulgences or extensions previously granted.

Assignment: **Appearers further declare that this Agreement and all rights hereunder may NOT be transferred and assigned to a third party, without the express written consent of Seller. Said consent may not be unreasonably withheld.**

Mortgage Search: By reference to the Mortgage and Conveyance search in the name of Seller, it appears that the herein described property is not subject to any other mortgage or encumbrances.

Seller further declares that the property is not subject to any other liens or encumbrances whatsoever and has not been alienated or sold by Seller, and that Seller will not, prior to the time that title is to be transferred to the said Purchaser, execute or permit any mortgages, liens or encumbrances to be placed on the said property and will at the time that the title is transferred, clear any inscriptions appearing on the Mortgage and Conveyance Certificates.

Attorney's Fees: Purchaser shall reimburse Seller for all reasonable attorney's fees and costs incurred by Seller to protect any interest or enforce any rights of Seller under this Agreement and/or under the Lease in the event this Agreement is converted to a Lease.

Power of Attorney: Seller & Purchaser do by these presents make, name, nominate, ordain, authorize, constitute and appoint, in Seller & Purchaser's place and stead depute Escrow Funding, Inc., the Escrow Agent named above to be their true and lawful Agent and attorney-in-fact, granting unto the said Agent, full power and authority for Seller and in Seller's name and behalf to endorse and deposit for the account of Purchaser, all checks for insurance proceeds, premium refunds and negotiate/cancel all mortgages in favor of Purchaser.

Seller & Purchaser do hereby authorize the said Agent and attorney-in-fact, in Agent's sole and uncontrolled discretion, to sign all papers, documents and acts necessary to accomplish the above purposes and to do any and all things which the said agent deems necessary or proper in connection therewith. Said Power of Attorney shall not be canceled or amended without the prior written consent of Purchaser.

*** THE PARTIES HERETO ACKNOWLEDGE AND CONFIRM THAT RICHARD E. REGAN AND/OR REGAN LAW FIRM, LLC HAS BEEN HIRED AS A NOTARY ONLY, AND THAT NEITHER PARTY HAS RETAINED RICHARD E. REGAN NOR REGAN LAW FIRM, LLC AS THEIR LEGAL COUNSEL OR ATTORNEY, AND THAT RICHARD E. REGAN HAS NOT PROVIDED ANY "LEGAL ADVICE" TO EITHER PARTY.**

**** THE PARTIES HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS BOND FOR DEED CONTRACT.**

***** THE PARTIES HERETO AGREE TO HOLD HARMLESS AND INDEMNIFY RICHARD E. REGAN AND/OR REGAN LAW FIRM, LLC FROM ANY AND ALL DAMAGES, LIABILITIES, SUITS, OR CAUSES OF ACTION BROUGHT AGAINST EACH OTHER, IF ANY SAID SUIT OR CAUSE OF ACTION IS BROUGHT.**

****** WAIVER: PURCHASER EXPRESSLY CONSENTS TO A WAIVER OF THE REQUIREMENT OF LOUISIANA REVISED STATUTE 9:2942 RELATIVE TO THE OBTAINING OF A WRITTEN GUARANTEE FROM THE MORTGAGE HOLDER(S) AND THE RECORDATION THEREOF AND THE REQUIREMENT OF R.S. 9:2943 THAT A LOUISIANA BANK BE DESIGNATED AS ESCROW AGENT. SELLER & PURCHASER EXPRESSLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO CLAIM THE INVALIDITY OF THIS BOND FOR DEED CONTRACT BECAUSE OF NONCOMPLIANCE WITH SAID STATUTES AND ALL PARTIES AGREE NOT TO INITIATE OR SUGGEST THAT ANY ACTION BE TAKEN AGAINST THE SELLER UNDER R.S. 9:2947. PURCHASER FURTHER UNDERSTANDS AND APPRECIATES THAT SAID STATUTES ARE FOR PURCHASER'S PROTECTION AND PURCHASER AFFIRMS KNOWLEDGE OF THE OUTSTANDING MORTGAGE INDEBTEDNESS ALL AS SET FORTH HEREIN.**

SELLER INITIALS

PURCHASER INITIALS

PURCHASER and SELLER UNDERSTAND AND ACKNOWLEDGE THAT THIS CONTRACT IS NOT A SALE, TRANSFER OR CONVEYANCE OF THE PROPERTY DESCRIBED HEREIN, BUT IS A CONTRACT OBLIGATING SELLER TO CONVEY AND DELIVER THE SAID PROPERTY TO PURCHASER ON A FUTURE DATE, PROVIDED PURCHASER TIMELY COMPLIES WITH ALL OF THE TERMS, CONDITIONS AND OBLIGATIONS OF THIS CONTRACT.

THE PARTIES ARE FURTHER ADVISED THAT REGAN LAW FIRM, LLC SHALL RECORD THE CANCELLATION OF THE SPECIAL MORTGAGE (RECORDED TO PROTECT PURCHASER'S INTEREST) UPON A SALE OF THE PROPERTY REFERENCED HEREIN UNTO PURCHASER OR UPON DEFAULT OF THE PURCHASER PURSUANT TO THE TERMS AND CONDITIONS RECITED HEREIN, IN ORDER TO REMOVE THE MORTGAGE ENCUMBRANCE IN FAVOR OF PURCHASER BEARING AGAINST THE PROPERTY AND RETURN THE PROPERTY BACK TO SELLER UNENCUMBERED.

Attorney's Fees: Purchaser shall reimburse Seller for all reasonable attorney's fees and costs incurred by Seller to protect any interest or enforce any rights of Seller under this Agreement and/or under the Lease in the event this Agreement is converted to a Lease.

The parties hereto take cognizance that no survey has been made on the herein described property in connection with this Act and the parties do hereby relieve and release me, Notary, from all and any liability in connection with any encroachments which might appear on such survey.

* Purchaser and Seller hereby take cognizance of the fact that the mortgage referenced herein contains a due on sale clause which may result in the acceleration of the underlying mortgage, and that they hereby release and hold the undersigned Notary harmless from any and all responsibility and liability therewith.

THUS DONE AND EXECUTED, in my office in the Parish of Jefferson, State of Louisiana, on the ____ day of APRIL, 2017, in the presence of the undersigned competent witnesses, who herewith sign their names with the said parties, and me, Notary, after the reading of the whole.

Witnesses:

_____ SELLER _____

_____ PURCHASER _____

RICHARD E. REGAN - NOTARY PUBLIC - BAR # 24197