

## WITHDRAWAL AGREEMENT

This Withdrawal Agreement ("Withdrawal Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Live Oak United Methodist Church** ("Local Church") and Board of Trustees of the Louisiana Annual Conference of The United Methodist Church, South Central Jurisdiction, a Louisiana non-profit religious corporation representing and appearing for the Louisiana Annual Conference of the United Methodist Church, South Central Jurisdiction ("Annual Conference").

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, and 248 of The Book of Discipline of The United Methodist Church ("Discipline"), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to withdraw from The United Methodist Church for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues;

WHEREAS, pursuant to ¶ 2501.1 of the Discipline, Local Church holds its real and personal, tangible and intangible property "in trust for The United Methodist Church and subject to the provisions of its Discipline";

WHEREAS, property subject to ¶ 2501.1 "can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the Discipline" (¶ 2501.2);

WHEREAS, pursuant to ¶ 2549 of the Discipline, the Local Church must follow the delineated process for disposition of property for a closed church. This section (¶ 2549 ) provides guidance for both the Local Church and the District Superintendent to orderly close the Local Church and comply with the provisions of the Discipline;

WHEREAS, the terms and conditions of Local Church's withdrawal from The United Methodist Church are hereby memorialized in this binding Withdrawal Agreement:

WHEREAS, Local Church and Annual Conference wish to resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property of Local Church;

WHEREAS, both Local Church and Annual Conference wish to separate according to the terms of this Agreement, following all applicable paragraphs of the Discipline, including the provisions of ¶2553;

NOW, THEREFORE, in consideration of the foregoing and all of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference do hereby agree as follows:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree that:

a. Church Conference Vote. At least two-thirds (2/3) of the professing members present at a properly noticed and called church conference of Local Church voted to withdraw from The United Methodist Church for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues. Local Church must provide a written resolution, to the satisfaction of Annual Conference, which evidences the result of the withdrawal vote taken at the properly noticed and called church conference. Such resolution must be certified by a Local Church trustee and at least one additional authorized officer, and included as Exhibit A to this Withdrawal Agreement. The same Local Church authorized signers should be the signers of the Withdrawal Agreement

b. Annual Conference Vote. This Withdrawal Agreement must be ratified by a simple majority of the members present and voting at a duly-called session of Annual Conference.

Should either of the above not occur, this Withdrawal Agreement shall be null and void.

2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the Book of Discipline (2016), Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Withdrawal. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's withdrawal from The United Methodist Church shall be effective on December 31, 2022 ("Withdrawal Date"). Such Withdrawal Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.

4. Local Church's Obligations. Unless a different date is specified, Local Church must, by no later October 31, 2022 do the following:

a. Payments. Prior to the Withdrawal Date, Local Church must pay to Annual Conference, in a manner specified by Annual Conference, the following:

i. Any unpaid balance due on Conference and District apportionments for the fiscal year which includes the Withdrawal Date, as calculated by Annual Conference, totaling \$15,301.60 as of October 16, 2022, the calculation date;

ii. An additional twenty four (24) months of Conference and District apportionments, as calculated by Annual Conference, totaling \$306,032;

iii. An amount equal to Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits (Wespath Benefits and Investments) using market factors similar to a commercial annuity provider, totaling \$204,740;

iv. Any prior year pension and health insurance outstanding balances, as recorded in the permanent records of the Conference Board of Pension & Health Benefits, totaling \$-0-;

**The total of items i., ii., iii., and iv. above is \$526,073.60, due October 31, 2022.**

v. Any unpaid loans or other obligations to other United Methodist entities (i.e. to a District, Foundation, Conference, or other local churches) unless those loans can be and are assigned to a new legal entity;

vi. Any investment portfolio modifications as may be required;

vii. All endowments, memorial bequests, and donations must be reviewed to ensure compliance with all restrictions particular to United Methodism;

viii. All costs associated with the transfer of any asset.

b. Other Liabilities. Local Church must, prior to the withdrawal date, either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity, releasing Local Church and Annual Conference from any further liability. Local Church must provide sufficient documentation of same to Annual Conference. See Exhibit C.

c. Intellectual Property. Local Church must cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same.

d. Group Tax Exemption Ruling. As of the Withdrawal Date, Local Church must cease to use, and also must ensure that any affiliates of Local Church which have been included in the group tax exemption ruling cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Withdrawal Date.

e. Records. Local Church must turn over to Annual Conference all archives, membership rolls, and historical documents, including documents related to funerals, baptisms, and weddings, and all trustee, committee, and council meeting minutes.

f. Cemeteries and Columbaria. If Local Church has a cemetery, columbarium, mausoleum, or other place for the disposition of human remains, in addition to following all applicable laws and requirements, Local Church and Annual Conference will enter into an agreement regarding the continued access.

5. Organizational Transition. Local Church must take all steps necessary to dissolve any United Methodist-associated legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, and to establish any new legal entities as needed to effect its withdrawal from The United Methodist Church, to the satisfaction of Annual Conference, including obtaining a new EIN from the Internal Revenue Service. Further, the new Local Church is and shall be responsible for preparing, remitting and timely filing all employer-employee payroll taxes and reports required by law to comply with related Department of Revenue, Internal Revenue Service obligations for both the former Local Church and the new Local Church (including but not limited to Forms 941s, W-2s, W-3s, 1099 et al). The Local Church must indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property, unpaid taxes, penalties, and other payments resulting from Local Church's failure to take all necessary steps as required by this Section 5. It is recommended that Local Church establish itself as a corporation. Local Church

will have all rights and duties as provided by law to wind up its affairs, including those that might exist after the Withdrawal Date.

6. Property. On the Withdrawal Date, Local Church will have full ownership of the Annual Conference's interest in property and assets listed in Exhibit B (listing of all property plus other assets, including bank and investment accounts, other moveable or immovable, and tangible or intangible assets), which will be transferred to Local Church's new entity. The parties will ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Withdrawal Date. Any costs resulting from such transfers or other transactions will be borne by Local Church. Annual Conference will fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church. After Local Church has made all payments pursuant to paragraph 4a, handled all liabilities pursuant to paragraph 4b, and complied with all other terms of this Agreement, Annual Conference will sign an agreement using a form agreeable to both parties, releasing any claims that it may have under Book of Discipline ¶ 2501 and other paragraphs of The Book of Discipline of The United Methodist Church (commonly referred to as the Trust Clause) as to all property of the Local Church, in favor of the new entity.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, agents, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Withdrawal Agreement in any court where jurisdiction and venue are proper.

8. Continuing as Plan Sponsor. Nothing in this Withdrawal Agreement prevents Local Church, after the Withdrawal Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath Benefits and Investments), to the extent permitted by Federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

9. Non-Severability. Each of the terms of this Withdrawal Agreement is a material and integral part hereof. Should any provision of this Withdrawal Agreement be held unenforceable or contrary to law, the entire Withdrawal Agreement shall be null and void.

10. Both Local Church and Annual Conference intend to comply with all applicable provisions of the Discipline. To the extent that ¶2553 requires different action, documentation, or obligations of either party, then both Local Church and Annual Conference agree to comply with such terms.



LOCAL CHURCH: **Live Oak United Methodist Church**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its (position/title): \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: (position/title): \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: (if needed) \_\_\_\_\_

**ANNUAL CONFERENCE**

Board of Trustees of the Louisiana Annual Conference  
of the United Methodist Church, South Central Jurisdiction

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Member Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Member Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Cynthia Fierro Harvey, Bishop

Attached:

Exhibit A - Signed resolution evidencing the result of the withdrawal vote taken at the church conference, certified by a trustee and at least one additional authorized officer of Local Church.

Exhibit B—List of all of Local Church property, as represented by Local Church, to be released from the Trust Clause.

EXHIBIT C - List of all liabilities, contingent or otherwise, as represented by Local Church, all of which is to be transferred to new legal entity and release Annual Conference from all.

LOCAL CHURCH RESOLUTION FOR DISAFFILIATION

Date of Duly called Church Conference \_\_\_\_\_

RESOLVED, that LIVE OAK CHURCH shall disaffiliate from The United Methodist Church under such terms as are appropriate and applicable under the provisions of The Book of Discipline of The United Methodist Church (current edition), particularly Paragraph 2553 thereof, and subject to and under the terms of a disaffiliation agreement the terms of which shall be approved by the Board of Trustees of the Louisiana Annual Conference, South Central Jurisdiction, and subject to and conditioned upon final approval by vote of the Louisiana Annual Conference of The United Methodist Church.

BE IT FURTHER RESOLVED that, CARL DELBERT GRIFFIN (Local Church Trustee Chair) and DAVID CLIFFORD ORGES (an authorized officer of the Local Church), be, and they are hereby, authorized to execute any and all documents and agreements which may be necessary to accomplish the disaffiliation of LIVE OAK CHURCH from The United Methodist Church.

Local Church Vote:

For \_\_\_\_\_

Against: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
By: Local Church, Trustee Chair      CARL DELBERT GRIFFIN

\_\_\_\_\_  
By: Local Church, Authorized Officer      DAVID CLIFFORD ORGES

\_\_\_\_\_  
By: La. Conference UMC, District Superintendent      JAN HOLLOWAY CURWICK

## Withdrawal Agreement - Exhibit B

## Real Estate (immovable property)

The immovable property located at 34890 LA HWY 16, Denham Springs, LA being that property acquired and described in the twelve deeds attached as Exhibits B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14 and B15, Less and except that property transferred in the transfer documents attached as B16, and B17.

- Property acquired in Exhibit B8 is a cemetery
- Property is subject to the servitudes and easements granted in documents attached as Exhibits B18 and B19.
- Property in B15 is subject to the Driveway Agreement attached as Exhibit B19
- Property in B15 is subject to the Agreement to Exchange attached as Exhibit 20
- Property is security for a promissory note and subject to the mortgages attached as Exhibits B21 and B22.

Each page of Exhibits B1-B22 are initialed.

## Personal property (movable property)

Any and all furnishings, equipment, electronics, appliances, musical instruments, teaching materials and other movables located at the church premises for Live Oak Church situated at 34890 LA HWY 16, Denham Springs, LA including the following schedule of assets above \$5000 in value:

EQUIPMENT:	MODEL:	SERIAL:
Genie Articulating Boom Lift	Z30/23N	Z30NF-22233
Dixie Chopper Lawnmower	Blackhawk HP 2454KW	20001826
Cub Cadet Volunteer	37AC475A710	1D117G40010
Yamaha Piano (Sanctuary)	C7	6252611
Baldwin Piano (Choir Room)	M	234282
Allen Organ	MDS-75-DKC	D-2718
Malmark Bells		
Yamaha Sound Board	M7CL-48	UCAOY01005
Midas Sound Board	M32	S1504681B3I
Yamaha Clavinova	CVP-307	UCL01025
Epson Laser Projector	Epson Pro L 1200U	X2X2950060L

Accounts at the following financial institutions:

- Hancock Whitney Bank, 34830 LA-16 N, Denham Springs, LA 70706  
Operating Account – # 50016 Building Account - # 11200303
- The First Bank, 923 Range Avenue, Denham Springs, LA 70726  
Account # 8500139
- Edward Jones Investments, 179 Del Orleans avenue, Denham Springs, LA 70726  
Account # 333-21806-1-5
- United Methodist Foundation, 8337 Jefferson Highway, Baton Rouge, LA 70809  
Jim Justice Memorial Scholarship – Account #LIV2382 Mary Kennard Webb  
Memorial Fund – Account # LIV2339

By: Local Church, Trustee Chair      CARL DELBERT GRIFFIN

By: Local Church, Authorized Officer    DAVID CLIFFORD ORGES

By: La. Conference UMC, District Superintendent JAN HOLLOWAY CURWICK

CHURCH PROPERTY

LIVE OAK M. E. CHURCH  
TO  
CARL C. ANDERSON ✓

STATE OF LOUISIANA  
FILE NO. 20,509 ✓  
PARISH OF LIVINGSTON

BEFORE ME, J. W. Noblet, a Notary Public duly commissioned and qualified in and for the Parish of Livingston, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned personally came and appeared:

SAM CHANDLER and the LIVE OAK M. E. CHURCH of the Baton Rouge District ~~authorized by resolution of said Methodist Church Conference in regular and or special meeting by majority vote of said conference and of the Live Oak M.E. Church and approved by the Pastor of the said Live Oak M.E. Church and by the Superintendent of the Baton Rouge District and in accordance to the attached resolution which is made part of this authority and sale, ~~maxxxx~~ who declared that for and in consideration of the price and sum of Two Hundred and One and no/100 Dollars cash in hand paid the receipt whereof is her by acknowledged and good acquittance and discharge given for the same they did and do by these presents, grant, bargain, sell, assign convey set over and deliver unto:~~

CARL C. ANDERSON, legal age of a single man never married, resident of St. Helena Parish Louisiana, here present accepting and purchasing for himself and heirs and assigns all and singular the following described property to-wit:

A certain tract or parcel of land, containing one acre of land together with all the buildings and improvements thereon situated in the Parish of Livingston State of Louisiana and being more particularly described as bounded on north and east, now or formerly by T.D. Kerr, south by Louisiana Highway No. 919, west by Carl Anderson being the same property acquired by the Alford's Chapel Methodist Episcopal Church South of the Baton Rouge District, Live Oak Circuit of the Louisiana Conference from Mrs. Eva C. Kiser on October 1st 1901 by deed recorded in Book 12, at page 35 of the Conveyance Records of the Parish of Livingston, State of Louisiana.

Vendors herein are conveying all the title they have in the above described property but without warranty even as to the return of the purchase price. But in the event a that a corrected deed should have to be made due to any omission or lack of authority the said vendors herein agree to cooperate in that matter to correct the same.

To have and to hold the said property unto the said purchaser his heirs and assigns in full property forever, free from any lien mortgage or encumbrances whatever, with full subrogation to all the rights as held by said vendor.

The said appearers agree to dispense with certificate required by Article 3364 of the Revised Civil Code of this State, and to exonerate me, said Notary from all responsibility on account of the non production of the same

All taxes upon said property have been paid as evidenced by the no tax due as the was Church property.

Thus done and passed at Denham Springs, in the Parish of Livingston, State of Louisiana on the 16th day of February 1955 and in the presence of Pearl M. Nobelt and L. B. Hancock two competent witnesses who sign these presents with said appearers and me, said Notary after due reading.

WITNESSES: PEARL M. NOBELT  
L. V. HANCOCK

LIVE OAK M.E. CHURCH  
BY: S. J. Chandler  
C. F. Underwood

J. W. Noblet  
Notary Public

Filed-for-record-----EXCERPT OF THE MINUTES OF A SPECIAL  
MEETING OF THE QUARTERLY CONFERENCE  
OF THE LIVE OAK METHODIST CHURCH AT  
WATSON, LOUISIANA ON January 16, 1955  
at 12: noon

On motion of Leon Kinchen, duly seconded by John W. Jones, the following resolution was approved and adopted by a majority vote of the Quarterly Conference members present and voting, and by a majority vote of the members of the Live Oak Methodist Church present and voting at a special meeting called to the consider such actions:

The Secretary of the Quarterly Conference having certified to the said Conference that after advertisement for bids has been run for two consecutive weeks in the Denham Springs News Denham Springs, Louisiana, and one bid only having been received, that being the bid of Mr. Carl C. Anderson:

NOW THEREFORE BE IT RESOLVED, subject to the written consent of the Pastor of the Live Oak Methodist Church and the Superintendent of the Baton Rouge District of the Louisiana conference of the Methodist Churches, first obtained, which said written consent shall be affixed to a certified copy of this said resolution; that Mr. Sam Chandler and Mrs. Fulton Underwood, members of the Board of Trustees of the Live Oak Methodist Church, be and they are hereby authorized and directed, for and on behalf of said Live Oak Methodist Church, to sell for the amount of the bid by Mr. Carl C. Anderson, to-wit: the sum of Two Hundred One and No 100 (\$201.00) Dollars cash but without warranty even as to the return of the purchase price to the said Mr. Carl C. Anderson, and to execute such instruments as shall be necessary to consummate said sale, the following described property to-wit:

All taxes upon said property have been paid, as evidenced by the tax receipts for 1948.

Thus done and passed at Denham Springs, in the Parish of Livingston, State of Louisiana, on the 13th day of October, 1949, and in the presence of Pearl M. Noblet, and Jeanne Burnett, two competent witnesses, who sign these presents with said appearers and me, said Notary, after due reading.

WITNESSES: Pearl M. Noblet  
Jeanne Burnett

Leslie E. Allen  
Mrs. Leslie E. Allen  
Frank Acy Chambers

J. W. Noblet  
Notary Public

Filed for Record, October 14, 1949

Recorded, October 15, 1949

*J. Rena Boyd*  
DEPUTY CLERK AND RECORDER.

B. L. KINCHEN  
TO

LIVE OAK METHODIST CHURCH;

STATE OF LOUISIANA  
FILE # 10,665  
PARISH OF LIVINGSTON

Before Me, J. W. Noblet, a Notary Public, duly commissioned and qualified in and for the Parish of Livingston, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

BOLDEN L. KINCHEN, lawful age, married once and then to Dan Ella Underwood Kinchen, resident of Livingston Parish, State of Louisiana, who declared that for and in consideration of the price and sum of Two Hundred and No/100 Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, and good acquittance and discharge given for the same he did and does by these presents, grant, bargain, sell, assign, convey, set over and deliver unto:

THE LIVE OAK METHODIST CHURCH, a corporate organization, organized under the laws of the State of Louisiana, domiciled at Watson Louisiana, herein represented by Adrian Rushing, W. H. Underwood, and A. S. Easterly in accordance with a resolution of the said Corporate body passed at a regular quarterly Conference Session, copy of which resolution is hereby attached and made a part of this act, here present, accepting, and purchasing for said Corporate Organization heirs and assigns, all and singular, the following described property, to-wit:

A certain tract or parcel of land situated in the 1st Ward of Livingston Parish, and in Section 49 T 5 S R 3 East, and more particularly described as a Lot off of Vendor's tract of land, and having a frontage of 150 feet facing the Blacktop Highway Number 337, and running in a Southerly direction between parallel lines, the West Boundary line of said Plot of land being the East boundary line of the present Church property: Commence at the Northeast corner of the present Parsonage Corner run in an Easterly direction along the South line of the Blacktop Highway # 337 150 Feet and corner; thence run in a Southerly direction on established line between this property and Hatcher property to the Southeast corner of the present Parsonage property; thence in a Northerly direction on the East Boundary line of present Parsonage Property to Blacktop Highway # 337 to place of beginning.

The said above described property to be held in trust, that said premises shall be used, kept and maintained as a place of divine worship of the Methodist ministry and members of the Methodist Church; subject to the Discipline, usage, and ministerial appointments of said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises."

To have and to hold the said property unto the said purchaser, heirs and assigns in full property forever, free from any lien, mortgage or encumbrance whatever, with full and general warranty of title, and with full subrogation to all the rights as held by said vendor.

The said appearers 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 all responsibility on account of the non production of the same.

All taxes upon said property have been paid, as evidenced by the tax receipts for 1948.

Thus done and passed at Denham Springs in the Parish of Livingston, State of Louisiana, on this 13th day of October, 1949, and in the presence of A. D. George and J. C. Ott, two competent witnesses, who sign with these presents with said appearers and me, said Notary, after due reading.

Witnesses: A. D. George  
J. C. Ott

LIVE OAK METHODIST CHURCH  
BY: Adrian Rushing  
A. S. Easterly  
W. H. Underwood

*Handwritten: This document is a notary document*



Church property

EXHIBIT B3

95

GEORGE (NMI) AIME ETAL  
TO  
HOUSECRAFT

ACT OF CORRECTION

STATE OF LOUISIANA  
PARISH OF LIVINGSTON  
FILE NO. 34,495

BE IT KNOWN, That on this 30th day of October 1959, before me, a Notary Public duly commissioned and qualified, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

GEORGE (NMI) AIME, and MRS. WYOMA H. AIME, born Harrison, HOUSECRAFT, represented herein by Leo Mervis who declared that by act passed before Joseph Cuchew, Jr. Notary Public under date of March 23, 1959, recorded in Book 47 page 328 of the mortgage records of the Parish of Livingston State of Louisiana the said Wyoma H. Aime and George (NMI) Aime, granted unto Housecraft a mortgage in the amount of \$2,873.40, secured by the following described property, to wit:

A tract of ground, with all buildings and improvements in Livingston Parish, Louisiana containing 6/60 acres, in Section Eleven (11) Township Six (6) South Three (3) East, and described as follows: From the intersection of the center line of Louisiana State Highway #1025 with the center line of Louisiana State Highway Parish Road G-1 run with the meander of said Highway #1025, survey made by William J. Dawson, C. E. & Surveyor, dated December 9, 1955, improvements bear municipal number 1015, Aime Street, Denham Springs, Louisiana.

That an error was committed in preparing the aforesaid description and that in view of the foregoing and for the same consideration originally recited the said Wyoma H. Aime, George (NMI) Aime, and Housecraft have agreed to reform and correct the aforementioned description so as to have the same read as follows, to wit:

Three (3) certain lots or parcels of ground, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section Forty Five (45) Township Six (6) South Range Three (3) East, the three (3) lots herein conveyed forming a contiguous parcel of ground, being more particularly described as follows: Commence at a point on the north side of Aime Street where Aime Street intersects the east right of way line of Louisiana, Highway No. 16 (commonly known as Pete's Highway and formerly designated as Louisiana Highway No. 131) and from said point run in an easterly direction along the north side of Aime Street a distance of One Hundred Eighty eight (188) feet to the point of beginning, of the three (3) lots herein conveyed, and from said point of beginning continue running in an easterly direction along the north side of Aime Street a distance of two hundred thirty (230) feet and corner; thence run in a northerly direction at right angles to Aime Street a distance of one hundred twenty (120) feet and corner; thence run in a westerly direction on a line parallel to the north right of way line of Aime Street a distance of two hundred thirty (230) feet and corner, thence run in a southerly direction on a line parallel to the east line of the tract herein conveyed a distance of one hundred twenty (120) feet to the point of beginning.

And I, Notary do hereby authorize and request the Clerk of Court and recorder of mortgages to make mention of the within act of correction in the margin of his records in Book 47 page 328 and to serve as occasion may require.

THUS DONE AND PASSED in my office in the City of Denham Springs, Parish and State aforesaid in the presence of the undersigned competent witnesses who have hereunto signed their names with me, Notary and appearer, on the day, month and year first above written.

WITNESSES: s/Helen M. Waldrop  
s/Marie L. Wesley

s/George Aime  
s/Mrs. Wyoma H. Aime  
Housecraft, s/by: Leo Mervis

s/Robert S. Mellon, Notary Public

Filed for records December 21, 1959 @ 10:15 A.M.  
Recorded December 21, 1959

*Nutter Mac Greorge*  
DEPUTY CLERK AND RECORDER

Berlin P. Devall Etui  
TO  
LIVE OAK METHODIST CHURCH

DONATION

STATE OF LOUISIANA  
PARISH OF LIVINGSTON  
FILE NO. 34,496

BE IT KNOWN, That on this 31st day of October 1959, before me, a Notary Public duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

Berlin P. Devall and Mrs. Gertrude U. Devall, born Underwood, both residents of the legal age of majority of the Parish of Livingston, State of Louisiana, married but once and then to each other, who declared that in consideration of the religious work being carried on by the Live Oak Methodist Church, a religious institution, established at Watson, Louisiana herein represented by W. Howard Underwood, John W. Jones and Elton A. Tate, Trustees, duly authorized to act herein and in order to further said religious work they do by these presents irrevocably give, grant, alien, confirm and donate inter vivos unto the said Live Oak Methodist Church, the following described property, to wit:

Certain tracts or parcels of ground, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section Forty nine (49) Township Five (5) South Range Three (3) East, Greensburg Land District of Louisiana, and being designated according to a plat of a survey made by LaFleur Kerstens, and Associates, Civil Engineers, dated August 14, 1959, as Tract A and Tract B a copy of which said plat is annexed hereto and made a part hereof.

To have and to hold the said property unto the said church...

The property hereby donated is estimated by the donor to be of a value of Four Hundred and no/100 (\$400.00) Dollars.

THUS DONE AND PASSED in my office in the City of Denham Springs, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with said appearers and me, Notary on the day, month and year first above written.

WITNESSES: s/Marie L. Wesley  
s/Helen M. Waldrop

s/Berlin P. Devall  
s/Mrs. Cartrude Underwood Devall  
s/W. Howard Underwood, LIVE OAK METHODIST CHURCH  
s/John W. Jones  
s/Elton A. Tate  
s/J. Douglas Nesom, Notary Public

Filed for records December 21, 1959 @ 10:20 A.M.  
Recorded December 21, 1959

*Hettie Mae Gaudin*  
DEPUTY CLERK AND RECORDER

✓ LEE M. McNABB ETUX  
TO  
✓ WALTER M. SMILEY

ACT OF EXCHANGE

STATE OF LOUISIANA  
PARISH OF LIVINGSTON  
FILE NO. 34,497

KNOW ALL MEN BY THESE PRESENTS, that we, LEE M. McNABB, and MRS. CECIL S. McNABB, born Smiley, both residents of the legal age of majority of the Parish of Livingston, State of Louisiana, married but once and then to each other; and

WALTER M. SMILEY, a resident of the legal age of majority of the County of Oklahoma, State of Oklahoma, married but once and then to Mrs. Bonita R. Smiley, born Rogers, with whom he is now living, do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows, to wit:

For and in consideration of the transfer to him as hereinafter set forth, the said Lee M. McNabb does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors, unto Walter N. Smiley, the following described property to wit:

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in the City of Denham Springs, Parish of Livingston, State of Louisiana, and being more particularly described as follows, to wit: Commencing at a point on the north margin of Centerville Street in said City of Denham Springs, which said point is the southeast corner of the property of S. Dixon Allen; thence measure in an easterly direction along the north margin of said Centerville Street eighty five (85) feet and corner; thence north four hundred eleven (411) feet and corner; thence in a westerly direction parallel to the north margin of said Centerville St. eighty five (85) feet and corner; thence south four hundred eleven (411) feet to point of commencement; and being the same property acquired by Lee M. McNabb from Walter N. Smiley by deed dated July 3, 1948, recorded in Book 67 as Entry No 8589 of the conveyance records of the Parish of Livingston, State of Louisiana.

And now, for and in consideration of the transfer to him as aforesaid, Walter N. Smiley, does by these presents, grant, bargain, assign, set over, and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto Lee M. McNabb and Mrs. Cecil S. McNabb, the following described property to wit:

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in the City of Denham Springs, Parish of Livingston, State of Louisiana and being more particularly described as follows, to wit: Commencing at a point on the north margin of Centerville Street in said City of Denham Springs, which point is ninety five (95) feet east of the southeast corner of the property of S. Dixon Allen; thence measure in an easterly direction along the north margin of said Centerville Street ninety four (94) feet and corner; thence north four hundred eleven (411) feet and corner; thence in a westerly direction parallel to the north margin of said Centerville Street ninety four (94) feet and corner; thence south four hundred eleven (411) feet to point of commencement; and being a portion of the same property acquired by Walter N. Smiley from J. M. Smiley, by deed dated September 15, 1932, recorded in Book 48 page 454 of the conveyance records of the Parish of Livingston, State of Louisiana.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are equal in value.

TO HAVE AND TO HOLD the said respective properties the one to the other, their heirs, and assigns free from any lien, encumbrance or mortgage whatever.

DONE AND SIGNED at Denham Springs, Louisiana on the 25th day of November 1959, in the presence of the undersigned competent witnesses.

WITNESSES: s/Marie L. Wesley  
s/Helen M. Waldrop

s/Lee M. McNabb  
s/Mrs. Cecil S. McNabb

DONE AND SIGNED at Okla City Oklahoma, on the 14th day of December 1959, in the presence of the undersigned competent witnesses.



Church property

FILE NO. 16648

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STATE OF LOUISIANA  
PARISH OF LIVINGSTON

BE IT KNOWN, that on this 6th day of August in the year nineteen hundred and sixty before me, the undersigned authority, a Notary Public in and for said Parish and State, duly commissioned and qualified, and in the presence of witnesses hereinafter named and undersigned, personally came and appeared the LIVINGSTON SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of this State, and domiciled in the Town of Denham Springs, Louisiana, hereinafter referred to as "Association," and appearing herein through Paul Juliana Zena, President, duly authorized to represent the Association herein, by a resolution of the Board of Directors of the said Association, of date June 6, 1960 who declared that for the consideration hereinafter mentioned, it has by these presents, granted, sold and conveyed and does grant, sell and convey unto

LIVE OAK METHODIST CHURCH, a religious corporation organized under the laws of the State of Louisiana, and domiciled at Watson, in Livingston Parish, herein appearing by and through John W. Jones, Elton Tate and W. Howard Underwood, Trustees, duly authorized by virtue of a resolution adopted at a Special Quarterly Conference of the Live Oak Methodist Church held at Watson, Louisiana, on July 15, 1959, a certified copy whereof is attached to an act of cash sale from the Live Oak Methodist Church to the Livingston Savings and Loan Association of even date herewith,

hereinafter referred to as "VENDEE," present, accepting, and purchasing for itself heirs and assigns, such title only as the Association acquired in act of sale of even date herewith, without warranty of any kind whatsoever, or obligation for the restitution of the purchase price, but with complete transfer and subrogation of all its rights and actions of warranty against all former owners thereof, the following described property, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section Forty Nine (49), Township Five (5) South, Range Three (3) East, Greensburg Land District of Louisiana, and being more particularly described as follows, to-wit: From a point which is the Northwest corner of said Section Forty nine (49), run North 89° 50' East nine Hundred Twenty five (925') feet and corner; thence South 17° 30' Five Hundred Forty Two and 5/10 (542.5') feet and South 47° West Three Hundred Five and 6/10 (305.6') feet for point of beginning; thence North 37° 41' West One Hundred Sixty Three and 1/10 (163.1') feet and corner; thence South 56° 45' West One Hundred (100') feet and corner; thence South 33° 15' East One Hundred Seventy eight and 3/10 (178.3') feet to the Northern margin of Louisiana Highway No. 16 and corner; thence North 48° 30' East along the Northern margin of said Louisiana Highway No. 16 One Hundred Fourteen (114') feet to point of beginning; all according to a plat of a survey made by J. C. Kerstens, C. E. and Surveyor, dated September 30, 1959, a copy of which is attached to an act of cash sale from Live Oak Methodist Church to the Livingston Savings and Loan Association of even date herewith.

together with the improvements and appurtenances thereunto belonging, and all equipment for lighting and heating, and plumbing fixtures thereon atached thereto or forming part thereof. To have and to hold said property unto said vendee, heirs and assigns, forever, under the restricted warranty, as aforesaid.

This sale is made and accepted for and in consideration of the price and sum of TENT THOUSAND AND NO/100 DOLLARS, (\$10,000.00), and to represent the said amount, the vendee has made and subscribed a promissory note, of even date herewith drawn to the order of said Association, bearing 7.2% per cent per annum interest from date until paid, on any balance of the principal remaining due and unpaid, principal and interest being payable at the office of the Association, in the Town of Denham Springs, Louisiana, in monthly installments of Eighty One and 99/100 (\$81.99), the first installment falling on the first day of the succeeding month, and the other remaining installments on the first day of each month thereafter, until the principal and interest are fully paid; which said note copulates 10% attorney's fees, as herein below specified, and was paraphrased "NE VARIETUR" by me, Notary, in order to identify the same, and has been delivered unto said Association, through its said officer, who acknowledges the receipt thereof.

It is agreed and understood that the Vendee irrevocably elects and agrees that such monthly installments made and accepted on the stock subscribed for shall be applied in the following manner (1) To the payment of interest on the above described notes at the rate of 7.2 per cent per annum on any balance of the principal remaining due and unpaid, and (2) the balance, if any, to be applied to the reduction of the principal of said note.

In order to secure the payment of said promissory note, in capital and interest, according to its tenor and the provisions herein contained, and to secure the faithful performance of all obligations contained herein, and the reimbursement and payment of attorney's fees, taxes, paying assessments, premiums of insurance, costs, fines, and all advances and expenses whatsoever, a vendor's lien and privilege is retained on the said property, and said vendee, in order to secure the payment of said note in principal, interest and attorney's fees, taxes, paying assessments, premiums of insurance, costs, fines, and all advances and expenses whatsoever, does by these presents specially mortgage and hypothecate said herein described property unto and in favor of said Association, its successors, representatives, and assigns of any future holder or holders of said note.

The vendee hereby binds and obligates itself its successors heirs and assigns, not to sell, alienate, encumber, or otherwise encumber said property to the prejudice of this act, and does by these presents consent and stipulate that in the event of any default, or the violation of any of the conditions of this act, or the happening of any one or more of the events herein mentioned, the Association



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In order to further secure said indebtedness the vendee does, by these presents, give in pledge to said Association all the installments now paid, and to be paid, together with all dividends, present and future on \_\_\_\_\_ mortgage loan shares, of a par value of One Hundred Dollars each, represented by Certificate No. \_\_\_\_\_ Installment Book No. \_\_\_\_\_ which has this day been subscribed for by vendee and which is delivered to said Association, through its said officer, who acknowledges receipt and delivery of the same, and the said pledge is hereby made under all the terms and provisions of the Charter, this being a direct reduction loan, in accordance with the By-Laws and Charter of the Association, and laws of the State of Louisiana.

In order to further secure and protect said Association, the vendee covenants and agrees, and especially binds and obligates himself:

(1) In the event of suit for the collection of said note, or any other amount which may be due to said Association under this contract, or when said note and/or claims are placed in the hands of an attorney for collection, said vendee agrees to pay the fees of said attorney-at-law who may be employed for that purpose, which fees are fixed at ten (10%) per cent in the amount, sued for or placed in his hands for collection.

(2) That until the full and final payment of all the indebtedness hereunder he will insure and keep the buildings and improvements now existing, or hereafter erected, on said ground, constantly insured against loss by fire, in the sum of not less than \$10,000.00 and wind storm, tornado and such other risks in the sum of not less than \$10,000.00 in some good solvent company acceptable to the Association, and shall deliver said policies of insurance and their renewals to said Association and to which said policies shall be attached the usual Louisiana Standard Mortgage Clause in favor of said Association as its interests may appear, in default of which the Association, or assigns, is hereby authorized, at its option, to avail itself of the rights hereinafter set forth, or to cause such insurance to be made and collected at the cost, charge and expense of said vendee; and all such sums advanced for such purpose shall be payable to the Association, and shall bear such interest as is hereinafter stipulated; provided, that nothing in this act shall be construed as obligatory upon the said Association to contract for said insurance or to pay said insurance premium, or as making it liable for any loss, damage, or injury which may result from its non-purchase, or in the nonpayment of premiums.

In the event vendee shall fail or neglect to so insure said property, as herein agreed, said Association may, at its option, contract therefor at rates prevailing in the open market, and

(3) To pay all taxes, paying assessments, assessments for improvements, bills for repairs and any and all expenses incident to the ownership of said property, in order that no privilege superior to that of the Association may be created against the property during the term of this mortgage.

(4) In the event the vendee should refuse to pay the insurance obtained by him or for him by said Association, or should refuse to pay the taxes, paying assessments, charges, and all other charges referred to in paragraphs (2) and (3) hereof or should fail or neglect to pay the same, as the same may fall due during the life of said note, the vendee authorizes the Association to pay and discharge the same for vendee's account, at its option, and to enter such sums as are so paid as a charge against vendee's account and same shall be secured by the mortgage and lien herein granted. If said charges so paid by the Association are not reimbursed to it by the vendee, together with eight (8%) per cent per annum interest thereon, within thirty (30) days after the same are so paid, the Association shall have the right and option to declare due and exigible the entire obligation herein, in capital, interest, attorney's fees, charges, expenses, etc.; or may upon the request of the vendee, fix such additional monthly payments as a charge against vendee as will reimburse the sums so expended, together with eight (8%) per cent per annum interest thereon until paid in monthly installments not to exceed ten (10) in number, due at such time as the Association may fix, which sums shall be paid in addition to the regular monthly payments above specified. And in the event the Association should pay said charges, or any part thereof, the amount thus paid shall be secured by mortgage on said property, the vendee hereby specifically mortgaging said property in the maximum sum of \$1,000.00 in and above and exclusive of the amounts secured by vendor's lien in order to secure the amounts thus paid.

(5) The vendee further stipulates that the Association may, at its option, require said vendee to anticipate future payment of taxes and insurance premiums, by levying against vendee in addition to the mortgage loan monthly installments, an additional installment of the taxes and insurance premiums that will become due. These installments shall be equal respectively to the estimated premium or premiums for such insurance and taxes next due (as estimated by the Association) divided by the number of months that are to elapse before one month prior to the date when such premiums or taxes will become due. The Association may at its option hold the monthly payments in pledge to pay such premiums and taxes when due, or may apply same direct to the loan payment and disburse same when called upon to do so. Provided that nothing contained herein shall be construed as making said Association liable for any loss, damage or injury which may result from the nonpayment of said taxes.

The Association may at its option declare the entire indebtedness of the vendee to it, immediately due and payable, without the necessity of demand or putting in default, and may immediately thereafter proceed to institute suit on said entire indebtedness, and/or foreclose the mortgage hereinabove stipulated in its favor, by executory process or otherwise, upon the violation by vendee, or assigns, of any conditions of this act, or upon the happening of any one of the following events or conditions:

(a) Upon default by the vendee in the payment of said monthly installment, for any three months, or in case the vendee shall at any time become the equivalent of three months' payments in arrears; or upon default by the vendee in the repayment to the Association of any amounts advanced by it for taxes, insurance premiums, assessments, repairs and expenses as hereinabove specified;

(b) Upon the death of vendee or his assigns of said property during the life of this mortgage;

(c) Upon the insolvency of vendee, or application by the vendee to be adjudicated a bankrupt, or the institution against the vendee of involuntary bankruptcy proceedings, or the institution against the vendee of any proceedings for the appointment of a receiver, liquidator, or syndic; the same provisions being applicable to the assigns of vendee;

(d) The recordation of any lien or claim, or the institution of any legal proceedings to enforce any lien or claim against the property; or if the property be seized or levied upon by any officer or court;

(e) The cancellation of any insurance covering the property, for whatever reason if the vendee fail immediately to replace said insurance in a company satisfactory to the Association; or upon the inability of the vendee to procure insurance protection required hereinabove. Also, in case the buildings and improvements located on the premises are destroyed partially or in whole from any cause whatsoever;

(f) The use of the property for any unlawful purpose;

(g) The making of any repairs or alterations to the buildings or improvements on the ground, or allowing of any work, to be done whereby a lien or privilege could result against the property, or in case of actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without the written consent of the Association.

(h) Upon the sale or transfer of this property without the written permission of the Association for the transferee to continue the payment upon this mortgage, which permission shall not be granted in any event unless such transferee shall specifically assume payment of the mortgage and other obligations herein stipulated, and shall agree to become a member of the Association subject to all of the obligations incident to such membership. Nothing herein contained shall affect or abridge the rights of said Association under the pact de non alienando herein expressed stipulated.

It is agreed that the failure of the Association to exercise any of its privileges or options at any time shall not constitute a waiver of its right to exercise the same at any other time.

Should the vendee apply to the Association, orally or in writing, for a reduction in the amount of the monthly payments, the Association shall have the right to reduce the amount of monthly payments to be made for such term as it may determine to be proper, provided that in the case the vendee has sold or disposed of said premises, said reduction in monthly payments may be granted to the then owner without notice to the vendee, and such reduction shall not affect the liability of the vendee to the Association for the payment of said note, interest, charges, etc.

Privilege is reserved to the vendee to anticipate the payment of the balance of the indebtedness in whole, or in part in any amount equal to the monthly payment herein provided for or in multiples thereof.

The mortgagor waives and abandons all rights of homestead and exemptions established by the Constitution and laws of this State and more particularly those secured under Article XI of the Constitution of Louisiana, as amended, on the property herein mortgaged in favor of the mortgagee and the future holder or holders of the said promissory note. And to these presents personally came and appeared \_\_\_\_\_ the wife of mortgagor who declared that she takes cognizance of this act of mortgage, consents thereto and waives and abandons all rights of homestead and exemptions on the property herein mortgaged established by the Constitution and laws of this state and more particularly those secured under Article XI of the Constitution of Louisiana, as amended, in favor of mortgagee and the future holder of the said promissory note.

Wherever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The certificate of mortgage required by Article 3304 of the Civil Code of Louisiana, is hereby waived, and any paving, cement or other lien chargeable against the herein conveyed property is assumed by the purchaser; the taxes, Town, State and Parish, for the year 1950 are assumed by the vendee.

Thus done and passed at Denham Springs, Louisiana, on the day, month and year first above written, and in the presence of the undersigned competent witnesses, who sign with appearers, and me, officer, after due reading thereof:

WITNESSES:

William M. Eore

Kelise P. Montgomery

LIVINGSTON SAVINGS AND LOAN ASSOCIATION

By: P. T. Jones

President

LIVE OAK METHODIST CHURCH

By: John W. Jones

Elton Tate

W. Howard Underwood, Trustee

STATE OF LOUISIANA  
PARISH OF LIVINGSTON

## EXHIBIT B5

BE IT KNOWN, that on this 8th day of October in the year nineteen hundred and sixty before me, the undersigned authority, a Notary Public in and for said Parish and State, duly commissioned and qualified, and in the presence of witnesses hereinafter named and undersigned, personally came and appeared the LIVINGSTON SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of this State, and domiciled in the Town of Denham Springs, Louisiana, hereinafter referred to as "Association," and appearing herein through Paul Tulane Jones, President, duly authorized to represent the Association herein, by a resolution of the Board of Directors of the said Association, of date July 11, 1960 who declared that for the consideration hereinafter mentioned, it has by these presents, granted, sold and conveyed and does grant, sell and convey unto

**LIVE OAK METHODIST CHURCH**, a religious corporation organized under the laws of the State of Louisiana, and domiciled at Watson, Louisiana, Livingston Parish, herein appearing by and through W. Howard Underwood, Robert Harrison and John W. Jones, Trustees, duly authorized by virtue of a resolution adopted at a Special Quarterly Conference of the Live Oak Methodist Church held at Watson, Louisiana, on June 24, 1960, a certified copy of which is attached to an act of cash sale from ~~Live Oak Methodist Church~~ Live Oak Methodist Church to the Livingston Savings and Loan Association of even date herewith.

hereinafter referred to as "VENDEE," present, accepting, and purchasing for itself, its SUCCESSORS and assigns, such title only as the Association acquired in act of sale of even date herewith, without warranty of any kind whatsoever, or obligation for the restitution of the purchase price but with complete transfer and subrogation of all its rights and actions of warranty against all former owners thereof, the following described property to-wit:

A certain tract or parcel of land, together with all buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section Forty Nine (49), Township Five (5) South, Range Three (3) East, and being more particularly described as follows, to-wit: From a point which is the Northwest corner of Section Forty Nine (49), ~~run~~ run North 89° 50' East Nine Hundred Twenty nine and 3/10 (929.3') feet; and corner; thence South 17° East Five Hundred Forty Two and 5/10 (542.5') feet and South 47° Three Hundred Five and 6/10 (305.3') feet; thence South 48° 30' West One Hundred Thirty five (135') feet; thence North 25° 10' West Forty Eight (48') feet for point of beginning; thence South 48° 30' West One Hundred Sixty (160') feet and corner; thence South 32° 45' East One Hundred Forty Seven and 5/10 (147.5') feet and corner; thence North 77° 55' East One Hundred Thirty Seven (137') feet and corner; thence North 25° 10' West Two Hundred Twenty two (222') feet to the South margin of Louisiana Highway No. 16 and point of beginning; all according to a plat of a survey made by J. C. Kerstens, C. E. and Surveyor, dated September 24, 1960, a copy of which attached to an act of cash sale from Live Oak Methodist Church to the Livingston Savings and Loan Association of even date herewith.

together with the improvements and appurtenances thereunto belonging, and all equipment for lighting and heating, and plumbing fixtures thereon attached thereto or forming part thereof. To have and to hold said property unto said vendee, heirs and assigns, forever, under the restricted warrant as aforesaid.

This sale is made and accepted for and in consideration of the price and sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, (\$7,500.00), and to represent the said amount, the vendee has made and subscribed a promissory note, of even date herewith drawn to the order of said Association, bearing 7.2 per cent per annum interest from date until paid, on any balance of the principal remaining due and unpaid, principal and interest being payable at the office of the Association, in the Town of Denham Springs, Louisiana, in monthly installments of Sixty nine and no/100 DOLLARS (\$69.00), the first installment falling on the first day of the succeeding month, and the other remaining installments on the first day of each month thereafter, consecutively, until the principal and interest are fully paid which said note stipulates 10% attorney's fees, as herein below specified, and was paraphrased "NE VARIETUR" by me, Notary, in order to identify the same, and has been delivered unto said Association, through its said officer, who acknowledges the receipt thereof.

It is agreed and understood that the Vendee irrevocably elects and agrees that such monthly installments made and accepted on the stock subscription shall be applied in the following manner (1) To the payment of interest on the above described notes at the rate of 7.2 per cent per annum on any balance of the principal remaining due and unpaid, and (2) the balance, if any, to be applied to the reduction of the principal of said notes.

In order to secure the payment of said promissory note, in capital and interest, according to its tenor and the provisions herein contained, and secure the faithful performance of all obligations contained herein, and the reimbursement and payment of attorney's fees, taxes, paying assessments, premiums of insurance, costs, fines, and all advances and expenses whatsoever, a vendor's lien and privilege is retained on the said property, and as vendee, in order to secure the payment of said note in principal, interest and attorney's fees, taxes, paying assessments, premiums of insurance, costs, fines, and all advances and expenses whatsoever, does by these presents specially mortgage and hypothecate said herein described property unto and favor of said Association, its successors, representatives, and assigns of any future holder or holders of said note.

The vendee hereby binds and obligates himself, his heirs and assigns, not to sell, alienate, deteriorate, or otherwise encumber said property to the prejudice of this act, and does by these presents consent and stipulate that in the event of any default, or the violation of any of the conditions of this act, or the happening of any one or more of the events herein mentioned, the Association shall have the right, without the necessity of demand, or putting in default, to cause the property herein described, together with all the improvements

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In order to further secure said indebtedness the vendee does, by these presents, give in pledge to said Association all the installments now paid, and to be paid, together with all dividends, present and future on seventy five mortgage loan shares, of a par value of One Hundred Dollars each, represented by Certificate No. \_\_\_\_\_ Installment Book No. \_\_\_\_\_ which has this day been subscribed for by vendee and which is delivered to said Association, through its said officer, who acknowledges receipt and delivery of the same, and the said pledge is hereby made under all the terms and provisions of the Charter, this being a direct reduction loan, in accordance with the By-Laws and Charter of the Association, and laws of the State of Louisiana.

In order to further secure and protect said Association, the vendee covenants and agrees, and especially binds and obligates himself:

(1) In the event of suit for the collection of said note, or any other amount which may be due to said Association under this contract, or when said note and/or claims are placed in the hands of an attorney for collection, said vendee agrees to pay the fees of said attorney-at-law who may be employed for that purpose, which fees are fixed at ten (10%) per cent in the amount, sued for or placed in his hands for collection.

(2) That until the full and final payment of all the indebtedness hereunder he will insure and keep the buildings and improvements now existing, or hereafter erected, on said ground, constantly insured against loss by fire, in the sum of not less than \$7,500.00 and wind storm, tornado and such other risks in the sum of not less than \$7,500.00 in some good solvent company acceptable to the Association, and shall deliver said policies of insurance and their renewals to said Association and to which said policies shall be attached the usual Louisiana Standard Mortgage Clause in favor of said Association as its interest may appear, in default of which the Association, or assigns, is hereby authorized, at its option, to avail itself of the rights hereinafter set forth, or to cause such insurance to be made and collected at the cost, charge and expense of said vendee; and all such sums advanced for such purpose shall be payable to the Association, and shall bear such interest as is hereinafter stipulated; provided, that nothing in this act shall be construed as obligatory upon the said Association to contract for said insurance or to pay said insurance premium, or as making it liable for any loss, damage, or injury which may result from its non-purchase, or in the nonpayment of premiums.

In the event vendee shall fail or neglect to so insure said property, as herein agreed, said Association may, at its option, contract therefor at rates prevailing in the open market, and

(3) To pay all taxes, paying assessments, assessments for improvements, bills for repairs and any and all expenses incident to the ownership of said property, in order that no privilege superior to that of the Association may be created against the property during the term of this mortgage.

(4) In the event the vendee should refuse to pay the insurance obtained by him or for him by said Association, or should refuse to pay the taxes, paying assessments, charges, and all other charges referred to in paragraphs (2) and (3) hereof or should fail or neglect to pay the same, as the same may fall due during the life of said note, the vendee authorizes the Association to pay and discharge the same for vendee's account, at its option, and to enter such sums as are so paid as a charge against vendee's account and as same shall be secured by the mortgage and lien herein granted. If said charges so paid by the Association are not reimbursed to it by the vendee, together with eight (8%) per cent per annum interest thereon, within thirty (30) days after the same are so paid, the Association shall have the right and option to declare due and exigible the entire obligation hereto, in capital, interest, attorney's fees, charges, expenses, etc.; or may upon the request of the vendee, fix such additional monthly payments as a charge against vendee as will reimburse the sums so expended, together with eight (8%) per cent per annum interest thereon until paid in monthly installments not to exceed ten (10) in number, due at such time as the Association may fix, which sums shall be paid in addition to the regular monthly payments on said property, the vendee here- by specifically mortgaging said property in the maximum sum of \$750.00 in and above and exclusive of the amounts secured by vendor's lien in order to secure the amounts thus paid.

(5) The vendee further stipulates that the Association may, at its option, require said vendee to anticipate future payment of taxes and insurance premiums, by levying against vendee in addition to the mortgage loan monthly installments, an additional installment of the taxes and insurance premiums that will become due. These installments shall be equal respectively to the estimated premium or premiums for such insurance and taxes next due (as estimated by the Association) divided by the number of months that are to elapse before one month prior to the date when such premiums or taxes will become due. The Association may at its option hold the monthly payments in pledge to pay such premiums and taxes when due, or may apply same direct to the loan payment and disburse same when called upon to do so. Provided that nothing contained herein shall be construed as making said Association liable for any loss, damage or injury which may result from the nonpayment of said taxes.

The Association may at its option declare the entire indebtedness of the vendee to it, immediately due and payable, without the necessity of demand or putting in default, and may immediately thereafter proceed to institute suit on said entire indebtedness, and/or foreclose the mortgage hereinabove stipulated in its favor, by executory process or otherwise, upon the violation by vendee, or assigns, of any conditions of this act, or upon the happening of any one of the following events or conditions:

(a) Upon default by the vendee in the payment of said monthly installment, for any three months, or in case the vendee shall at any time become the equivalent of three months' payments in arrears; or upon default by the vendee in the repayment to the Association of any amounts advanced by it for taxes, insurance premiums, assessments, repairs and expenses as hereinabove specified;

(b) Upon the death of vendee or his assigns of said property during the life of this mortgage;

(c) Upon the insolvency of vendee, or application by the vendee to be adjudicated a bankrupt, or the institution against the vendee of involuntary bankruptcy proceedings, or the institution against the vendee of any proceedings for the appointment of a receiver, liquidator, or syndic; the same provisions being applicable to the assigns of vendee;

(d) The recordation of any lien or claim, or the institution of any legal proceedings to enforce any lien or claim against the property; or if the property be seized or levied upon by any officer or court;

(e) The cancellation of any insurance covering the property, for whatever reason if the vendee fail immediately to replace said insurance in a company satisfactory to the Association; or upon the inability of the vendee to procure insurance protection required hereinabove. Also, in case the buildings and improvements located on the premises are destroyed partially or in whole from any cause whatsoever;

(f) The use of the property for any unlawful purpose;

(g) The making of any repairs or alterations to the buildings or improvements on the ground, or allowing of any work, to be done whereby a lien or privilege could result against the property, or in case of actual or threatened alteration, repair, or addition to, demolition or removal of any building on the premises, without the written consent of the Association.

(h) Upon the sale or transfer of this property without the written permission of the Association for the transferee to continue the payment upon this mortgage, which permission shall not be granted in any event unless such transferee shall specifically assume payment of the mortgage and other obligations herein stipulated, and shall agree to become a member of the Association subject to all of the obligations incident to such membership. Nothing herein contained shall affect or abridge the rights of said Association under the pact de non alienando herein expressed stipulated.

It is agreed that the failure of the Association to exercise any of its privileges or options at any time shall not constitute a waiver of its right to exercise the same at any other time.

Should the vendee apply to the Association, orally or in writing, for a reduction in the amount of the monthly payments, the Association shall have the right to reduce the amount of monthly payments to be made for such term as it may determine to be proper, provided that in the case the vendee has sold or disposed of said premises, said reduction in monthly payments may be granted to the then owner without notice to the vendee, and such reduction shall not effect the liability of the vendee to the Association for the payment of said note, interest, charges, etc.

Privilege is reserved to the vendee to anticipate the payment of the balance of the indebtedness in whole, or in part in any amount equal to the monthly payment herein provided for or in multiples thereof.

The mortgagor waives and abandons all rights of homestead and exemptions established by the Constitution and laws of this State and more particularly those secured under Article XI of the Constitution of Louisiana, as amended, on the property herein mortgaged in favor of the mortgagee and the future holder or holders of the said promissory note. And to these presents personally came and appeared

\_\_\_\_\_ the wife of mortgagor who declared that she takes cognizance of this act of mortgage, consents thereto and waives and abandons all rights of homestead and exemptions on the property herein mortgaged established by the Constitution and laws of this State and more particularly those secured under Article XI of the Constitution of Louisiana, as amended, in favor of mortgagee and the future holder of the said promissory note.

Wherever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The certificate of mortgage required by Article 3384 of the Civil Code of Louisiana, is hereby waived, and any paving, cement or other lien chargeable against the herein conveyed property is assumed by the purchaser; the taxes, Town, State and Parish, for the year \_\_\_\_\_ are assumed by the vendee.

Thus done and passed at Denham Springs, Louisiana, on the day, month and year first above written, and in the presence of the undersigned competent witnesses, who sign with appearance, and me, officer, after due reading thereof:

WITNESSES:

William N. Cox

Eloise F. Montgomery

LIVINGSTON SAVINGS AND LOAN ASSOCIATION

By: P. T. Jones

President.

LIVE OAK METHODIST CHURCH

By: W. Howard Underwood

Robert Harrison

John W. Jones



Church property

EXHIBIT B6

826

ACT OF DONATION

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that on this 19th day of December, 1976, before me, a Notary Public duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

-----W. B. ALLEN AND MARY ANN C. ALLEN, born COME,-----  
husband and wife, both residents of the legal age of majority of the Parish of Livingston, State of Louisiana

who declare that they do, by these presents, grant, bargain, donate, assign, convey, transfer, set over and deliver, without warranty of title, but with full and complete substitution and subrogation in and to all rights and actions of warranty which they have or may have, unto:

-----LIVE OAK UNITED METHODIST CHURCH,-----

Herein represented by Ed Parks, Minister, herein appearing for the purpose of accepting this donation

the following described property, the possession and delivery of which Donee acknowledges, to-wit:

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section 21, Township 5 South, Range 2 East, Greenbary Land District of Louisiana, and being more particularly described as follows, to-wit: From a point which is the Northeast corner of a certain .516 acre tract of land sold by W. B. Allen to Earl E. Allen by act of Cash Sale dated January 30, 1974, proceed North 70° 43' 13" East 221.52 feet, North 63° 06' 15" East 18.82 feet and North 63° 06' 15" East 194.28 feet to a point on the Eastern margin of State Project # 262-02-15 of the Louisiana Department of Highways (new right of way for Louisiana Highway 16), which point is the POINT OF BEGINNING. From said point of beginning, proceed along the Eastern margin of said right of way in a Southerly direction 40.93 feet, and along a curve having an arc of 176.24', a radius of 4683.66' and a chord of South 6° 32' 28" East, a distance of 176.93 feet to the Northern margin of the present right of way of Louisiana Highway 16, and corner; thence along same, North 60° 39' 10" East a distance of 38.24 feet, and North 67° 53' 28" East a distance of 27.79 feet to point and corner; thence North 90° 33' 52" West 129.07 feet and North 0° 43' 37" West 34.77 feet to point and corner; thence South 63° 06' 15" West back to point of beginning. The above description is taken from the survey map prepared by the Louisiana Department of Highways for State Project # 262-02-15, and donors state that it is their intention to donate all of their property lying between the Eastern margin of the new right of way of Louisiana Highway 16 and the Western boundary of the present Live Oak United Methodist Church cemetery.

TO HAVE AND TO HOLD the aforescribed property unto the said Donee, its successors and assigns forever.

The parties hereto estimate the value of the property herein donated

FILED Jan 6, 1976 AT 9:22 A.M.  
Charles McDonald, CLERK

112551

BOOK NO. 209  
PAGE NO. 826

JAN 6 1976

RECORDED

CM  
BY CLERK

827

to be Two Thousand, Five Hundred and 00/100ths (\$2,500.00) Dollars.

THIS DEED AND SIGNED by the parties hereto in my office in the City of  
Denham Springs, Parish and State aforesaid, on the day, month and year first  
above written and in the presence of the undersigned, competent witnesses.

WITNESSES:

Jan Wesley

William Reddyall

W. B. Allen  
W. B. Allen

Mary Ann Cox Allen  
Mary Ann Cox Allen

LIVE OAK UNITED METHODIST CHURCH

BY: Ed. Baker  
Ed Baker, Minister

Robert H. Morrison, III

Robert H. Morrison, III, Notary Public

RL E ALLEN

828

W.B. ALLEN

R.A. = 0.293 ACRE

N 6° 02' 05" W  
135.78'

ARC = 179.56°  
R = 179.56°

ARC = 179.56°  
R = 179.56°

N 63° 06' 15" E  
13.812'

ARC = 315.45° R = 14635

102

STA 277+02.25

STATE HIGHWAY NO 262-02-15

STA 272+11

N 63° 06' 15" E  
13.812' (172" I.P. Bent found)

W.B. ALLEN

R.A. = 0.104 ACRE

Donation to Live Oak

Value at \$2500.00

# EXHIBIT B7

Notarial Book \_\_\_\_\_ Page \_\_\_\_\_

## SALE WITH MORTGAGE

## STATE OF LOUISIANA

On this 25th day of November, 1975

before me, a Notary Public for the Parish of Livingston

and in the presence of the subscribing witnesses personally appeared:

-----LARRY GILBERT HATCHER,-----

a resident of the legal age of majority of the Parish of East Baton Rouge, State of Louisiana, a single man, never married

herein called SELLER, resident \_\_\_\_\_ of and domiciled in Baton Rouge the Parish and State aforesaid, whose permanent mailing address is declared to be 3176 Sherwood Drive, Baton Rouge, Louisiana 70805, who declared that for the consideration and upon the terms expressed below, SELLER does hereby sell and deliver with full warranty of title, and with subrogation to all rights and actions of warranty SELLER may have, unto

-----LIVE OAK UNITED METHODIST CHURCH,-----

herein represented by Volida Robinson, Ronnie Stephens, and Ed Parks, by virtue of a resolution of the Board of Trustees of said church, a copy of which is attached hereto and made a part hereof

herein called BUYER, resident \_\_\_\_\_ of and domiciled in \_\_\_\_\_ the Parish and State aforesaid, whose permanent mailing address is declared to be Watson, Louisiana 70786

the following described property the possession and delivery of which BUYER acknowledges:

A certain tract or parcel of ground, containing five (5) acres, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section 49, Township 5 South, Range 3 East, Greensburg Land District of Louisiana, and being more particularly shown and described as TRACT "A", according to a plat of survey by James W. Justice, Registered Land Surveyor, dated November 14, 1975, said tract "A" being described according to said survey as follows, to-wit: From the Northeast corner of Section 50, Township 5 South, Range 3 East, proceed South 88° 20' 38" West 1991.2 feet and North 18° 40' 07" West 448.06 feet to the POINT OF BEGINNING: From said Point of Beginning, proceed South 88° 45' West 657.52 feet to the Eastern right of way of Louisiana Highway #16 and corner; thence along said highway proceed North 5° 09' 28" East 100.45 feet, North 15° 38' 18" East 103.98 feet and North 29° 15' 57" East 199.73 feet to the Southwest corner of the present Live Oak United Methodist Church property; thence along said boundary of same North 78° 12' 54" East 382.67 feet to point and corner; thence South 18° 40' 07" East 426.56 feet back to point of beginning.

THIS SALE IS MADE AND ACCEPTED for and in consideration of the price and sum of TWENTY THOUSAND AND NO/100THS (\$20,000.00) DOLLARS, of which amount Buyer has paid to Seller the sum of Five Thousand, Seven Hundred Fifty and No/100ths (\$5,750.00) Dollars, cash, receipt of which is hereby acknowledged and full and complete acquittance and discharge granted therefor, and for the balance of said purchase price, namely the sum of Fourteen Thousand, Two Hundred Fifty and No/100ths (\$14,250.00) Dollars, Buyer has made and executed its one (1) certain promissory note, dated this day, in the principal sum of Fourteen Thousand, Two Hundred Fifty and No/100ths (\$14,250.00) Dollars, payable to the order of "Bearer" and by said maker endorsed in blank, stated to bear interest at the rate of eight (8%) per cent per annum from date until paid, payable in three consecutive annual installments of Four Thousand, Seven Hundred Fifty and No/100ths (\$4,750.00) Dollars, plus accrued interest, each, the first said installment being due and payable one year from the date hereof, and the remaining installments due on the same day of each successive year until all have been paid.

Church property

RECORDED  
COR BOOK NO. 206  
PAGE NO. 789  
MOB BOOK NO. 125  
PAGE 861

FILED Nov. 26, 1975 AT 11:31 A.M.

NOV 26 1975

Charles McDonald CLERK

111916

Cm  
DY. CLERK

790  
862

The note paraphrased for identification with this act further provides that, if it should be placed in the hands of an attorney for collection, by suit or otherwise, the maker will pay attorney's fees fixed at twenty-five per cent (25%) of the amount due or in suit.

Said note was paraphrased "Ne Varietur" by me, Notary, for identification herewith, and SELLER acknowledges its receipt.

In order to secure the full and final payment of the unpaid purchase price, represented as aforesaid, together with all costs, including attorney's fees, BUYER grants and SELLER retains a special mortgage with vendor's lien and privilege on the property sold in favor of SELLER and any future holder of the note, or any part thereof, until the note shall have been fully satisfied. The property conveyed shall not be sold, alienated, or encumbered to the prejudice of this mortgage. If any part of this note shall not be punctually paid according to its tenor, the property may be seized and sold under executory process issued by any court of competent jurisdiction, without appraisal, to the highest bidder, payable in cash; BUYER expressly dispenses with appraisal, and confesses judgment in favor of any holder of the note for its full amount with interest and costs, including attorney's fees, and all other amounts secured hereby.

BUYER shall pay all taxes assessed and all liens which may be asserted by governmental authorities against the property mortgaged before they become delinquent and keep the buildings and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other casualties as are covered by the Louisiana Standard Insurance Extended Coverage form in an amount equal to the unpaid balance on the note unless otherwise noted herein, in solvent insurance companies, and deliver the policies and renewals of such insurance to the holder of the note. If BUYER fails to do so, holder is authorized (but not obligated) to pay the taxes or liens, and cause such insurance to be effected, at BUYER'S expense. The holder of said note shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were due, and all sums so expended in paying taxes, liens, fees, or insurance, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement, and be further secured by this mortgage to the additional amount of fifteen (15%) per cent of the original amount of the note.

If BUYER shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted to have BUYER adjudged an involuntary bankrupt, or proceedings be taken against BUYER looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case BUYER should fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or said taxes, promptly when due, or to effect and keep in force insurance, or to transfer and deliver the policies, as herein provided, then, and in any of said events, all the indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible.

"The said mortgagor further declared that in favor of the mortgagee herein, and of all future holder or holders of the note secured hereby, and as regards the property hereby mortgaged, he does hereby waive any and all homestead exemptions to which he is or may be entitled under the Constitution and laws of the State of Louisiana.

"And now to these presents intervenes \_\_\_\_\_, wife of \_\_\_\_\_, said mortgagor, who declared that she hereby joins her said husband in the waiver of homestead exemptions hereinabove stipulated."

All parties signing the within instrument have declared themselves to be of full legal capacity.

SELLER (will pay) (has paid) \_\_\_\_\_ of the taxes on said property for the current year.

The word "NOTE" as used above includes the several notes if more than one is referred to, and that term includes all indebtedness secured hereby, including principal, interest, attorney's fees, and costs.

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. The BUYER, his heirs and assigns shall have and hold the property described in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties.

Done and signed by the parties at my office in Denham Springs, Louisiana on the date first above written in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

[Signature]  
[Signature]

[Signature]  
Larry Gilbert Hatcher  
LIVE OAK UNITED METHODIST CHURCH

BY: [Signature]  
Vollday Robinson

BY: [Signature]  
Ronnie Stephens

BY: [Signature]  
Ed Parks

[Signature]

Robert H. Morrison, III Notary Public.

FILED FOR RECORD \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Book \_\_\_\_\_.

Entry No. \_\_\_\_\_.

\_\_\_\_\_  
Dy. Clerk and Recorder,

DULY RECORDED in Conveyance Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, and in Mortgage Book No. \_\_\_\_\_, Page No. \_\_\_\_\_

of the records of the Parish of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_

o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Dy. Clerk and Recorder



Current Cemetery Land

35.

public road west by lands of Court East by  
lands of Calmes containing (100) One  
hundred acres with all improvements. I  
have and to hold said property unto the  
purchaser his heirs and assigns forever.  
This sale is made for the price and  
sum of (\$850.00) Eight hundred and fifty  
dollars (\$850.00) Five hundred dollars.  
cash in hand paid and the receipt  
is hereby acknowledged by this vendor  
and the balance to be paid as follows  
(\$175.00) One hundred and seventy five  
dollars 1<sup>st</sup> day of December 1902. And  
(\$175.00) One hundred and seventy five dollars  
1<sup>st</sup> day of December 1903. The two notes are  
promptly returned by the notary and  
delivered to the vendor who acknowledges  
the receipt of the same. The property  
herein conveyed is specially mortgaged  
and hypothecated and affected by  
vendor's privilege in favor of child vendor  
or any future holder of said notes  
until said notes are paid. The Certificate  
of mortgage requiring the law is raised  
by the parties hereto. All taxes are  
paid thus done read and passed  
in my office in Livingston Parish  
La. in presence of J. E. Curtis & J. S.  
Morgan legal witnesses who sign  
their names with the parties and  
me Notary on this 3<sup>rd</sup> day of January  
1902.

Witnesses  
J. E. Curtis  
J. S. Morgan

Mrs. C. L. Fizer  
Wm. H. Adams  
Wm. P. Cook

Notary Public

Filed Jan. 22, 1902. Recorded Jan 24/1902  
M. Cropper  
Clerk and Recorder

5015A

Warranty Deed  
To  
Mrs. C. L. Fizer  
Trustee of the  
Alford Chapel  
M. E. Church  
South of Baton

United States of America  
State of Louisiana  
Parish of Livingston  
Be it known that on this  
first 1<sup>st</sup> day of the month of  
October in the year of our  
Lord one thousand nine

36

Quirk of Birmingham therein residing and in the presence of the witnesses herein after named and undersigned. Personally came and appeared Mrs. C. E. Kiser of the aforesaid Parish and State who declare that she does by these presents grant bargain sell convey transfer assign set over abandon and deliver with all legal warranties and with full substitution and subrogation in and to all all the rights and actions of warranty which she has or may have against all succeeding owners at all records and means. Henry A. Nelson and Felix Krumpholtz as trustees of the Alford Chapel Methodist Episcopal Church South of B. B. Dick. Give Oak Circuit Louisiana conference her present accepting and purchasing for themselves their heirs and their successors in office at from time to time appointed according to the laws and usages of the Methodist Episcopal Church South of the United States and purchasing to the laws of this State and acknowledging due delivery and possession thereof all and singular the following described property to wit situated in the Parish of Livingston and State of La. bounded on the North by this vendor South by the Public Road known as the Spring Road and East by vendor West by land of W. W. Court containing one acre with all improvements. To have and to hold the above described property unto the said purchasers their successors and assigns forever subject to the following conditions to wit: That said premises shall be used kept maintained and disposed of as a place of divine worship for the use of the ministry and membership of the Methodist Episcopal Church South subject to the usage discipline and ministerial appointment of said Church as from time to time authorized and declared by the General Conference of said Church and by the Annual Conference within in whose bounds the said premises or are may hereafter be.



said bargained premises or any part thereof may and are hereby empowered to sell or otherwise dispose of the same by and through the said trustees and their successors under and pursuant to the rules and regulations of the said Methodist Episcopal Church South then and at that time in force. This sale is made and accepted for and in consideration of the price and sum of two dollars and fifty cents which the said purchaser has well and truly paid in ready current money to the said Mrs. Craft. Hizer who hereby attests and acknowledged the receipt thereof and gave full acquittance and discharge therefor - all debts due and eligible in and paid it does not appear that said property has been heretofore alienated by the vendor or that it is subject to any encumbrance whatever. This done and passed in my office at Livingston Parish on the day of month and year herein first above written in the presence of Messrs. Ed. C. Ratt and W. W. Conant. Competent witnesses who hereto sign their names with the said appellants and me notary after reading of the whole.

These words subscribed before signing.  
 Witnesses:  
 Ed. C. Ratt  
 W. W. Conant  
 Mrs. Craft Hizer  
 H. A. Nesbitt  
 Trustee  
 J. Remington, trustee  
 Wm. P. Pope  
 Notary Public

Siles Jan. 27, 1902  
 5016 R  
 Recorded Jan. 28, 1902.  
 M. Cooper  
 Clerk Recorder.

Sale of Personal Property  
 B. C. Langdon & Co.  
 to  
 A. L. Richardson

State of Louisiana  
 Parish of Livingston } Brown -  
 all men by their presents that  
 we have bargained granted  
 sold and conveyed to B. C.  
 Richardson & Co. of over one pair  
 of timber wheels and all other appur-  
 tenances thereto belonging in and  
 for the consideration of five hundred



fifty cents cancelled by me Notary-  
Warren Cockburn  
Notary Public.  
Filed Feb. 9<sup>th</sup> 1901 & Recorded Feb. 13, 1901.  
W. Cooper  
Clerk & Recorder.

J661A

Sale of Land  $\frac{3}{4}$  State of Louisiana  $\frac{3}{4}$   
From  $\frac{3}{4}$  Parish of Livingston. Be it known that  
B. Duke  $\frac{3}{4}$  on this day before me Warren Cockburn  
a Notary Public duly commissioned and  
to  $\frac{3}{4}$  qualified in and for the Parish and  
State aforesaid personally came and  
appeared Dr. B. Duke authorized agent &  
Chairman of the Board of Trustees of the  
Live Oak Circuit of the M. E. Church South  
who declared that he does by these presents  
grant bargain sell convey sit use and  
enjoy with full guarantee of title &  
with complete release and subrogation  
of all rights and actions of warranty ag-  
ainst all former proprietors of the property  
hereby conveyed unto Dr. G. W. Walker  
a resident of said Parish and State the  
following described property with all the  
improvements thereon and privileges &  
appurtenances thereto belonging to-wit:  
✓ Five acres of land with all improvements  
thereon located in the first ward of said  
Parish and State and bounded as follows  
to-wit: North by G. W. Walker and J. B. Ott  
East by Monroe Cth and Vendee South  
by space, and west by Church property.  
And is known as a part of the Walker  
tract and same was bought of George  
Frieder by the Live Oak M. E. Church South.  
To have and to hold said described  
property unto said purchaser his heirs  
and assigns forever. This sale is made  
for and for consideration of the sum  
of \$150.00 One hundred and fifty dollars  
payable as follows \$75.00 seventy five dollars  
cash in hand paid the receipt whereof  
is hereby acknowledged. And the balance  
in one note of said purchaser dated  
with this act to the order of the above  
named vendor and made payable  
as follows One note due February 1<sup>st</sup> 1902  
for \$75.00 Seventy five Dollars. which note  
bears 8 per cent.



of said note it is agreed that said purchaser shall pay all costs of same including attorney's fees fixed hereby at 10 percent on amount paid for. And in order to secure the payment of said note in principal and interest and attorney's fees a special mortgage and vendor's privilege is hereby constituted on said property in favor of said vendor said purchaser agreeing not to alienate, encumber or encumber said property to the prejudice of this mortgage. This mortgage imports a conveyance of Indemnity and makes the holder of aforesaid agreement - the parties hereto hereby agree to discharge and the articles required by Article 336 of the revised Civil Code of this State and to exonerate me, said Notary from all liability on account of the non-production of the same property being exempt from taxation. Thus done and passed at my office at Durham Springs in the Parish of Livingston, State of Louisiana on this first day of February A.D. 1901 and in the presence of H. Benton and C. C. Bitt two competent witnesses who sign these presents together with the parties hereto and me said Notary after a full reading of the whole.

Witnesses  
 H. Benton  
 C. C. Bitt  
 B. Duke  
 H. W. Wilson  
 Warren C. Bickham  
 Notary Public.  
 Truly recorded in my Notarial record Book 7 pp. 434 & 435. Original remains signed for fifty cents and cancelled. Same Notary.  
 Warren C. Bickham  
 Notary Public.  
 Filed Feb. 9<sup>th</sup> 1901 and Recorded Feb. 18, 1901.  
 M. Cooper  
 Clerk of Recorder.

A. S. Cornet }  
 Philip Hirsch } Articles of agreement made Aug. 10<sup>th</sup> 1900  
 between Philip Hirsch and A. S. Cornet  
 The said parties hereby agree to become  
 partners under the firm name of Hirsch  
 and Cornet and as such partners to carry  
 on together the business of making soap  
 and other things at their mills on the Tickfaw river  
 in the Parish of Livingston La. The said  
 Philip Hirsch and A. S. Cornet

sale and conveyance is made and accepted for and in consideration of the sum and price of five hundred (\$500.00) Dollars which amount the said purchaser paid cash in ready current money unto the said vendor receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor. The Certificate of Mortgage required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by the parties hereto. All taxes on said property have been paid to date as appears from the Certificates hereto annexed. Internal Revenue stamps of fifty cents hereto affixed and duly cancelled according to law. This plane read and passed at my office in the City of Baton Rouge in the presence of Jonathan A. Addison and Thos. C. M. Hough Competent witnesses who herunto sign their names with the parties and me

by Clerk and Recorder the day month and year first above written.  
 J. A. Addison  
 Thos. C. M. Hough  
 A. C. Watson  
 Ronaldson & Puckett & Bldg  
 Rev. H. V. Ronaldson  
 J. A. Woods

By Clerk and Recorder.  
 Daily recorded in Conveyance Book no 26  
 folio 317 of the Clerk and Recorder's office  
 Baton Rouge La. June 27, 1901.

J. C. M. Hough  
 By Clerk & Recorder.  
 Filed June 28, 1901 and Recorded June 27, 1901.  
 M. Cooper  
 Clk. & Recorder

Sale of Land  
 from  
 Geo. Colmer  
 M. O. Church

3795 A2 Be it known and remembered that on this the 25th day of June A. D. 1876 in the town of Springfield Parish of Livingston State of Louisiana the following act or deed was made. That is to say. With a view to encourage the colored people of these parts in their efforts to preserve the memory and char. of becoming respect for the mortal remains of their dead and thus advance their status as lovers of humanity at large. George

266

I have of the Springfield Association of the  
 Methodist Church (and to their successors  
 in office) a certain lot of land in Colmer's  
 addition to the town of Springfield as laid  
 down on a certain map of said addition  
 drawn by F. F. Ash, surveyor and now in  
 possession of said Colmer, said lot of  
 land being lot no 1 (one) of square 2128  
 (twenty eight) of said addition, having  
 a front of 76 (seventy six) feet in Church  
 Street to a depth of 144 (one hundred and  
 forty four) feet said lot to be suitably  
 enclosed, laid off and used as a graveyard  
 in Colmer's Parish. I also donate (as above  
 set out) of the same square of the  
 same addition or said lot no 1 (one) in  
 order that the said lot no 2 (two) may be  
 located there in separately from the  
 adjoining graveyard and settled out by  
 said trustees the rent thereon to be applied  
 to the support or maintenance of the funding  
 of the graveyard or lot no 1 (one)  
 This donation is made with the  
 hope that the trustees will have the  
 zeal and intelligence to map off the  
 graveyard into lots and keep up in  
 a suitable book for the information  
 of posterity as well as of the present generation  
 as to the precise location the sex & the  
 age whenever ascertainable and the date  
 of the death of all those who are now  
 as well as of those who may hereafter  
 be therein interred  
 witnesses

Geo. Colmer

Although this act is drawn up rather  
 as an act under private signature  
 than as an authentic act yet in  
 order that it may the more readily  
 be proved and registered in the office  
 of the Parish Records I herewith subscribe  
 my name officially as Notary and  
 append herewith my seal of office and  
 thus and thereby convert it into an  
 authentic act in truth and in fact.  
 This done in the place and on the  
 day month and year herebefore stated  
 Geo. D. ...

Sol  
 J  
 Cdr  
 Ho

Dec

C



116

From  
John B. Cactery Jr.

4680 A

To  
Methodist Episcopal Church South

United States of America  
State of Louisiana  
Parish of Livingston

Be it known that on this Eleventh day of the month of February in the year of our Lord One thousand nine hundred and one and of the Independence of the United States of America the one hundred and ninety eighth Before me Warren Cockerham a Notary Public duly commissioned and qualified in and for the Parish of Livingston therein residing and in the presence of the witnesses hereinafter named and undersigned Personally came and appeared John B. Cactery Jr. authorized agent and President of the Denham Springs Camp Meeting Association who declared that he did and does by these presents grant bargain sell convey transfer assign let out abandon and deliver with all legal warranties and with full substitution and curation in and to all the rights and actions of warranty which said association may have against all preceding owners and vendors up to B. Duke authorized agent and Chairman of the Board of Trustees of the Live Oak Charge as trustees of the Live Oak Charge Methodist Episcopal Church South of the present accepting and purchasing for themselves their assigns and their successors in office as from time to time appointed according to the laws and usages of the Methodist Episcopal Church South of under and pursuant to the laws of this State and acknowledging due delivery and possession thereof all and singular the following described property to-wit: One acre of land (more or less) located in Denham Springs second ward of Livingston Parish State of Louisiana and bounded as follows to-wit: North by Chambers Street East and South by Brague and West by Mrs. J. Chambers To have and to hold the above described property unto the said purchasers their successors and assigns forever Subject however to the following conditions to-wit: The said premises shall be used kept maintained and disposed of as a place of divine worship for the use of the ministry and membership of the Methodist



ministerial appointment of said Church at some time  
 authorized (and declared by the General Conference  
 of said Church and by the Annual Conference  
 within whose bounds the said premises are  
 or may hereafter be situated - Whichever it shall  
 become necessary or may be deemed expedient  
 by the proper authorities of the said Church to  
 sell or otherwise dispose of the said bargained  
 premises or any part thereof they may and are  
 hereby empowered to sell or otherwise dispose  
 of the same by and through the said trustees  
 and their successors under and pursuant  
 to the rules and regulations of the said Me-  
 thodist Episcopal Church South then and at  
 that time in force. This sale is made and  
 accepted for and in consideration of the price  
 and sum of \$40.00 Forty dollars cash which  
 the said purchaser says has well and truly paid  
 in ready and current money to the said J. B.  
 Castley Esq. who hereby acknowledges the receipt  
 thereof and grants full acquittance and  
 discharge therefor. All State and City taxes  
 up to and including the taxes due and unpaid  
 are assumed by the purchaser. The said  
 appears hereby agree to dispense with the  
 Certificate required by Article 3364 of the Re-  
 vised Civil Code of this State and to exonerate  
 me said Notary from liability on account  
 of the non-production of the same. Thus  
 done and passed in my office at Denham  
 Springs on the day month and year herein dis-  
 tinctly written in the presence of Messieurs T. J. Cynich  
 and Robert H. Harris two competent witnesses  
 who herunto sign their names with the said  
 appears and me Notary after reading of the whole.

Witnesses  
 T. J. Cynich  
 Robert H. Harris

Jno. B. Castley  
 Esq. D. P. C. M. A.  
 B. Duke

Chair Line Oak Charge.

Truly recorded in my notarial record book  
 pgs. 46 47 & 48.

Harren C. Cushman

Notary Public

Filed July 27/1901 & Recorded March 4/1901

M. Cooper  
 Clerk & Recorder

STATE OF LOUISIANA

PARISH OF LIVINGSTON

00480084  
736 Page 822

FILED  
CLERK OF COURT  
THOMAS L. SULLIVAN JR.  
PARISH OF LIVINGSTON  
I certify this instrument was filed  
Recorded 11/13/2001 at 10:44:30  
Recorded in Book 795  
Entry # 00480084 1 of 5 Pgs  
**SALE WITH MORTGAGE**  
*R. Fortenat*  
DEPUTY CLERK

On this 8th day of November, 2001, before me, a Notary Public for the Parish of Livingston and in the presence of the subscribing witnesses personally came and appeared:

**MELVILLE ROGER WEST (SSN: ) 3) AND DARNELL CAUSEY WEST (SSN: )**, born Causey, husband and wife, both residents of the full age of majority of the Parish of Livingston, married to and living with each other,

herein called SELLER, residents of and domiciled in Denham Springs, Louisiana, the Parish and State aforesaid, whose permanent mailing address is declared to be 35668 Will Allen Road, Denham Springs, Louisiana 70706, who declared that for the consideration and upon the terms expressed below, SELLER does hereby sell and deliver with full warranty of title, and with subrogation to all rights and actions of warranty SELLER may have unto:

**LIVE OAK UNITED METHODIST CHURCH**, represented herein by Robert Molcany, its duly authorized trustee, acting pursuant to authority granted by the Board of Trustees of said church, a copy of which is attached hereto and made part hereof,

herein called BUYER, resident of and domiciled in Watson, Louisiana, the Parish and State aforesaid, whose permanent mailing address is declared to be P. O. Box 709, Watson, Louisiana 70786, the following described property, the possession and delivery of which BUYER acknowledges:

One (1) certain tract or parcel of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 49, Township 5 South, Range 3 East, containing 1.035 acres, more or less, designated as Tract "B" and being more fully shown on a map entitled "Survey Map for Donald Lee Ott and Roger West showing A certain 2.07 Acre Tract Being Tracts "A" and "B" Located in Section 49, T5S-R3E, G.L.D., Livingston Parish, Louisiana", prepared by Alex Theriot, Jr., R.L.S., dated December 6, 1995, attached to an act of Partition dated December 6, 1995 and recorded at Conveyance Book 669, Entry No. 356,870 of the official conveyance records for the Parish of Livingston; said tract having such measurements and dimensions as are more fully shown on said map.

This sale is made for the price of \$150,000.00 and to represent said price, BUYER has paid FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, cash in hand paid, receipt of which is acknowledged by SELLER herein, and for the remainder of said price, BUYER has made and executed its one (1) certain promissory note in the principal sum of \$100,000.00 dated this date, payable to the order of Melville Roger West and Darnell Causey West at 35668 Will Allen Road, Denham Springs, Louisiana 70726, bearing interest at the rate of 4% per annum until paid, payable in two (2) annual payments of \$50,000.00 each plus accrued interest, the first being due and payable on the 8th day of November, 2002, and a final payment being due on the 8th day of November, 2003, and as each payment is made the amount so paid shall be applied first to the payment of the interest, and the balance of said amount so paid shall be credited on the principal of said indebtedness.

There shall be no penalty for prepayment of this mortgage.

Entry # 00480084  
CON Book 795 Page 625



*Sanctuary + Parking Lot Land*

The note paraphed for identification with this act further provides that, if it should be placed in the hands of an attorney for collection, by suit or otherwise, the maker will pay attorney's fees fixed at twenty-five (25%) percent of the amount due or in suit.

Said note was paraphed "Ne Varietur" by me, Notary, for identification herewith, and SELLER acknowledges its receipt.

In order to secure the full and final payment of the unpaid purchase price, represented as aforesaid, together with all costs, including attorney's fees BUYER grants and SELLER retains a special mortgage with vendor's lien and privilege on the property sold in favor of SELLER and any future holder of the note, or any part thereof, until the note shall have been fully satisfied. The property conveyed shall not be sold, alienated, or encumbered to the prejudice of this mortgage. If any part of this note shall not be punctually paid according to its tenor, the property may be seized and sold under executory process issued by any court of competent jurisdiction, without appraisalment, to the highest bidder, payable in cash.

BUYER hereby expressly waives all appraisalments rights, including, but not limited to:

- (a) The benefit of appraisalment, 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;
- (e) The benefit of any other provision or provisions of Articles 2331, 2722, and 2723, Louisiana Code of Civil Procedure, and any other Articles not specifically mentioned above;

and BUYER expressly agrees to the immediate seizure of the Property subject to this mortgage in the event of suit hereon. BUYER expressly dispenses with appraisalment, and confesses judgment in favor of any future holder of the note for its full amount with interest and costs, including attorney's fees, and all other amounts secured hereby.

BUYER shall pay all taxes assessed and all liens which may be asserted by governmental authorities against the property mortgaged before they become delinquent and keep the buildings and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other casualties as are covered by the Louisiana Standard Insurance Extended Coverage form in an amount equal to the unpaid balance on the note unless otherwise noted herein, in solvent insurance companies, and deliver the policies and renewals of such insurance to the holder of the note. If BUYER fails to do so, holder is authorized (but not obligated) to pay the taxes or liens and cause such insurance to be effected, at BUYER's expense. The holder of said note shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were due and all sums so expended in paying taxes, liens, fees, or insurance, shall bear interest at the rate of eight (8%) percent per annum from date of disbursement, and be further secured by this mortgage to the additional amount of fifteen (15%) percent of the original amount of the note.

If BUYER shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted to have BUYER adjudged an involuntary bankrupt or

proceedings be taken against BUYER looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case BUYER should fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or said taxes, promptly when due or to effect and keep in force insurance or to transfer and deliver the policies as herein provided, then, and in any of said events, all the indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible.

All parties signing the within instrument have declared themselves to be of full legal capacity.

SELLER has paid the property taxes for the current year in the proportion of 365/365ths.

The word "NOTE" as used above includes the several notes, if more than one is referred to, and that term includes all indebtedness secured hereby, including principal, interest, attorney's fees, and costs.

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. The BUYER, its heirs, successors and assigns shall have and hold the property described in full ownership forever.

Done and signed by the parties at my office in Denham Springs on the date first above written in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Kathryn Hughes  
[Signature]

Melville Roger West  
MELVILLE ROGER WEST

Darnell Causey West  
DARNELL CAUSEY WEST

LIVE OAK UNITED METHODIST  
CHURCH

By: Robert Molcany  
Robert Molcany

[Signature]  
NOTARY PUBLIC

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF LIVE OAK UNITED METHODIST CHURCH**

BE IT KNOWN AND REMEMBERED that at a duly constituted meeting of the Board of Trustees of Live Oak United Methodist Church, held on the 13<sup>th</sup> day of MARCH, 2001, that Robert Molcany was duly authorized by the Board of Trustees of this church to purchase the following described property from Melville Roger West, et ux, as follows-to-wit:

One (1) certain tract or parcel of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 49, Township 5 South, Range 3 East, containing 1.035 acres, more or less, designated as Tract "B" and being more fully shown on a map entitled "Survey Map for Donald Lee Ott and Roger West showing A certain 2.07 Acre Tract Being Tracts "A" and "B" Located in Section 49, T5S-R3E, G.L.D., Livingston Parish, Louisiana", prepared by Alex Theriot, Jr., R.L.S., dated December 6, 1995, attached to an act of Partition dated December 6, 1995 and recorded at Conveyance Book 669, Entry No. 356,870 of the official conveyance records for the Parish of Livingston; said tract having such measurements and dimensions as are more fully shown on said map.

under a Sale with Mortgage in the amount of \$150,000.00, with a downpayment of \$50,000.00, the remaining \$100,000.00 to be paid in two annual payments of \$50,000.00 plus interest at the rate of 4% per annum.

BE IT FURTHER KNOWN AND REMEMBERED that the above agent is further authorized to borrow funds up to the amount of \$150,000.00 from Hancock Bank of Louisiana under such terms and conditions as he deems fit and proper. This loan shall be secured by an act of collateral mortgage and collateral mortgage note granting in favor of the holder of the collateral mortgage note a security interest in and to the above described property.

In addition to these documents, said agent is authorized to execute any acts of sale with mortgage, mortgage notes, settlement statements, handnotes representing the indebtedness incurred by the church and any other documents that may be required to carry out the authority granted herein.

THUS DONE AND PASSED on the day and date noted above.

*Calvin F. Cunningham*  
*Charles R. Scales Jr.*

CERTIFICATE

This certifies that the above resolution is a true and exact copy of the action taken by the Board of Trustees of Live Oak United Methodist Church at its meeting on the 13 day of March, 2001, all of the trustees signed above, being all of the trustees of Live Oak United Methodist Church.

Attested to this 8 day of November, 2001.

Dana Copeland



## EXHIBIT B13

213

HUBERT. SCHAXNIDER.

O P T I O N.

55035 A

TO  
RICHARD P. HERNANDEZ, AND  
FLOYD G. MELANSON.STATE OF LOUISIANA  
PARISH OF LIVINGSTON

BE IT KNOWN BY THESE PRESENTS, That I, HUBERT SCHAXNIDER, a resident of lawful age of the Parish of Livingston, State of Louisiana, has this day granted, bargained and sold, a option to

RICHARD P. HERNANDEZ, and FLOYD G. MELANSON, residents of lawful age of the Parish of East Baton Rouge, and State aforesaid, for the purchase of the following described property, situated in the Parish of Livingston, State of Louisiana, to-wit:

Lot number Three (3) Section 60, T.8.S.R.4.E. Being bounded on the South, now or formerly, by Ursin Schaxnider, on the West by Colyell Bay, North by Calio Aydel, East by, now or formerly, Bolivar Watts, containing Fifty-three acres, more or less.

For the consideration of Three Hundred Seventy-Five (\$375.00) Dollars, cash.

It is also understood that this option includes all future rentals to become due from any and all oil leases affecting said property.

I agree to sell to the said Richard P. Hernandez, and Floyd G. Melanson, or such other person as they may designate, the above described property, and I agree to execute a conveyance of the same, under all lawful warranty and with full substitution and subrogation against all preceding owners and vendors, within thirty days from date hereof, for the sum and price stated immediately under the description which is to be paid in lawful current cash of the United States of America.

The consideration of this option is the sum and price of Twenty-Five and No/100 (\$25.00) Dollars, receipt of which is hereby acknowledged and full release, acquittance and discharge is hereby granted.

It is agreed that should this option not be exercised by the above named party because of a faulty title to the above described property, then the consideration for this option shall be returned to him.

IN TESTIMONY WHEREOF, we have hereunto set our hands in the presence of the undersigned competent witnesses, on this fifth day of February, 1941, at Port Vincent Louisiana.

WITNESSES: A. D. Guitrau Jr.  
Elmo Hernandez,

Hubert Schaxnider, H his mark.  
Richard P. Hernandez,  
Floyd G. Melanson

Filed for Record February 6th, 1941.  
Recorded February 6th, 1941.

*E. S. S. S. S.*  
Clerk and Recorder

B. L. KINCHEM.

TO

LIVE OAK METHODIST CHURCH

STATE OF LOUISIANA

PARISH OF LIVINGSTON

55050 A

KNOW ALL MEN BY THESE PRESENTS, That I BOLDEN. L. KINCHEM, lawful age, married but once and then to Mrs. Danella Underwood Kinchen, with whom he is now living, resident of the Parish of Livingston, State of Louisiana, for and in consideration of the sum of One Hundred and No/100 Dollars, cash in hand paid by Walter H. Underwood, has granted, sold and conveyed, and by these presents does grant, sell and convey with full subrogation to all of his rights and action of warranty against all former owners and vendors unto.

THE LIVE OAK METHODIST CHURCH, Watson, La., Livingston Parish, and to Walter H. Underwood, Ben F. Fugler, and W. C. Lea, as trustees, of said Church, they being authorized by resolution of the said Church to purchase and accept title for the said Live Oak Methodist Church "In trust, that such premises shall be held, kept, maintained, and disposed of, as a place of residence for the use and occupancy of the preacher of the Methodist Church, who may from time to time be appointed in said place; subject to the usage and discipline of said Church, as from time to time authorized and declared by the General Conference of said Church, and by the annual conference within whose bounds the said premises are situated". The following described property, to-wit:

A certain tract or parcel of land situated in the 1st ward of Livingston Parish, Louisiana, and in Sec. 49, Township 5 South Range 3 East; on East side of the Black Top Highway, and being a lot off of the West extremity of a 5 acre tract, acquired by vendor from Renalison & Pucket, having a frontage of 249 feet on Black Top Highway to corner, then run in a southeasterly direction 246 feet to corner at iron stob, thence in a northeasterly direction 142 feet to place of beginning on black top road in northwest corner at place of beginning, North & and West Black top road, South by Hatcher and East by vendor.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto said Trustees their successors, heirs and assigns forever; and he does hereby bind his heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Trustees and successors, heirs and assigns, against any person whomsoever claiming, or who may claim the same or any part thereof.

Witness my hand at Denham Springs, Louisiana, in the presence of S. E. Coxo, and A. F. Fugler, lawful witnesses, on this 3rd, day of Feb. A. D. One Thousand Nine Hundred and Forty-One

ATTWST: S. E. Coxo,  
A. F. Fugler

B. L. Kinchen  
H. M. Underwood,  
B. F. Fugler.

STATE OF LOUISIANA  
PARISH OF LIVINGSTON

Before me, the undersigned authority, in and for the aforesaid Parish and State personally came and appeared S. E. Coxo, and A. F. Fugler, who being duly sworn, on oath declared that the within and foregoing act of sale from B. L. Kinchen to Live Oak Methodist Church,

was signed and executed by the parties thereto in their presence, on the day and date therein set forth, for the uses and purposes thereon expressed, and that the signatures thereto of said parties and of said appearers are true and genuine.

Sworn to and subscribed before me, this 3rd,  
day of Feb, A D, 1941.

S E Cox,  
A F Fugler

J W Noblet,  
Notary Public.

Filed for Record February 7th, 1941.  
Recorded February 7th, 1941.

*E. Sutton*  
Clerk and Recorder

See COB 652 p. 126 for amendment 1-10-75  
DONAVAN WRIGHT  
TO  
DEPARTMENT OF HIGHWAYS. STATE OF LOUISIANA  
PARISH OF LIVINGSTON

55951 A

BE IT KNOWN That on this the 22nd, day of January 1941, That, I Donovan Wright, once married and then to Bernice Wasson, now living and residing with her, of lawful age, and a resident of the Parish of Livingston, State of Louisiana, in consideration of the benefits, uses, and advantages accruing to me, us, by reason of the location of the Satsuma-Watson Post Office Highway State Highway, Route NO.C-1755, as designated by Section 7 of Act 95 of Louisiana of 1921, Extra Session, as amended by Act 15 of Legislature of 1930, and acts amendatory thereof, and for and upon such other terms and conditions or considerations hereinafter expressed, do hereby grant, transfer, assign, set over and deliver unto the State of Louisiana, and the Department of Highways, represented by Paul E Lirette, Right-of-Way Engineer, herein appearing and acting by authority of resolution of the Louisiana Highway Commission, adopted May 27, 1940, and here present, accepting and acknowledging delivery and possession for said Department, all and singular, the following described property, to-wit:

That portion of the right-of-way of the Satsuma-Watson Post Office Highway State Highway, Route NO.C-1755, which extends over and lies upon the property of the grantor located in the Parish of Livingston, State of Louisiana, being a strip of or parcel of land having a width of 30 feet from the centerline of the North or Left side, and feet from the centerline in the of side, or a total right-of-way of 40 feet, in width, between Survey Stations 24/75 and 38/11.5 which said right of way appears on the map showing the approximate line of the Satsuma-Watson Post Office Highway State Highway, Route NO.C-1755, approved by the Chief Engineer, copy of which map is on file in the office of the Department of Highways in the City of Baton Rouge Louisiana.

The right of way herein granted, transferred, etc., is more particularly described as follows:

A strip of land thirty feet in width measured from the centerline of the above described highway on the North or left side, commencing at Survey Station 24/75 in Section 42 and running adjacent to and parallel with said road to Survey Station 38/11.5 and being a strip across the South side of the following described survey made by G M Moore, Surveyor.

Thirty acres commencing at the Northeast corner of Section 42, and measuring East 15.80 chains; thence South 6.95 chains to center of old road; thence along old road North 81 deg. West 4.61 chains, thence South 78 deg. West to North line of new road, and along same for a total distance of 20.25 chains and corner; thence North 22.62 chains to North line of Section 51; thence North 89 deg. and 30 min. East 8.60 chains to Northeast corner of Section 51; thence South 12.24 chains to point of beginning being in Section 51, T.5.S.R.3.E., and Sections 6 & 42, T.6.S.R.3.E., and as per survey by G M Moore, Surveyor.

It is expressly understood that this grant and transfer of the above described right of way is made for the construction and maintenance of the said Satsuma-Watson Post Office Highway State Highway, Route NO.C-1755, in the Parish of Livingston, and for such other purposes as may be authorized by the laws of the State of Louisiana.

The grantor waives and abandons all claims for damages on account of the exercise of the privilege herein granted.

As a further consideration for the right of way herein granted the following terms and conditions are herein agreed upon.

The department of Highway will at their expense remove and reset fence along right of way and restore same in good condition and will provide adequate entrance to serve property of the grantor of this right of way.

The Grantor hereby reserves the right to all minerals lying beneath the area herein transferred for right of way purposes, with specific understanding that no exploration, drilling nor mining of gas, oil, or minerals of any kind, shall be conducted upon said area.

IN TESTIMONY WHEREOF, The parties hereto have signed and executed and acknowledged this deed as their free and voluntary act in duplicate originals, in the presence of T G Womack and W L Jones, witnesses; this 22nd, day of January A D, 1941

WITNESSES: T G Womack  
W L Jones,

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE.

D F Wright,  
DEPARTMENT OF HIGHWAYS.  
By Paul E Lirette,

Before me, the undersigned authority, this day personally appeared T G Womack, 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 D F Wright, the Grantor, name in said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said T G Womack, subscribed his name at the same time as an attesting witness.

Sworn to and subscribed before me, this 30th, day of  
January 1941.

T G Womack

Cecil N Bankston,  
Notary Public, in and for East Baton Rouge Parish, Louisiana;

Filed for Record February 8th, 1941  
Recorded February 8th, 1941.

*E. Sutton*  
Clerk and Recorder



Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

Received From :  
ANNIE TAYLOR  
LIVE OAK UNITED METHODIST CHURCH  
P O BOX 709  
WATSON, LA 70786

First VENDOR

HANCOCK BANK OF LOUISIANA

First VENDEE

LIVE OAK UNITED METHODIST CHURCH

Index Type : Conveyances

File Number : 579678

Type of Document : Cash Sale Or Cash Deed

Book : 896

Page : 207

Recording Pages : 2

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for  
Livingston Parish, Louisiana

On (Recorded Date) : 06/01/2005

At (Recorded Time) : 1:01:23PM



Doc ID - 004046220002

Deputy Clerk

*V. Wain*



Return To :

## ACT OF CASH SALE

BE IT KNOWN, that on February 2, 2005, before me, the undersigned, Notary Public, duly commissioned and qualified, in the Parish of Livingston, State of Louisiana, and in the presence of the undersigned witnesses, personally came and appeared:

**HANCOCK BANK OF LOUISIANA**, (Tax ID# 72-1171087) a corporation organized under the State of Louisiana, with its principal place of business located in the City of Baton Rouge, Parish of East Baton Rouge, whose mailing address is P.O. Box 591, Baton Rouge, LA 70821, represented by Steven D. Barnett, Senior Vice President, duly authorized by virtue of a Resolution attached hereto and hereafter known as "SELLER(S)";

who declared that for the price of Three Thousand Five Hundred Dollars and Zero cents (\$3,500.00) DOLLARS cash, receipt of which is acknowledged, SELLER(S) hereby sell and deliver without warranty of title but with subrogation to all rights and actions of warranty SELLER(S) may have unto:

**LIVE OAK UNITED METHODIST CHURCH**, (Tax ID# 72-0898198) having an address of 34890 La. Hwy. 16, Denham Springs, Louisiana 70726, and represented by signers below, duly authorized by virtue of a Resolution attached hereto and hereafter known as "PURCHASER(S)", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER(S) acknowledge:

A certain tract or parcel of land containing 11,596 square feet, being a portion of Hancock Bank property lying in Section 49, Township 5 South, Range 3 East, Watson, Livingston Parish, Louisiana and more particularly described as follows:

Point of Commencement being the Northwest Corner of Lot X-1, thence North 87°55'51" East, a distance of 297.94 feet to the **POINT OF BEGINNING**

Thence proceed North 87°55'51" East, a distance of 60.06 feet to a point and corner; thence proceed South 00°39'21" West, a distance of 193.30 feet to a point and corner; thence proceed South 87°56'36" West, a distance of 60.06 feet to a point and corner; thence proceed North 00°39'21" East, a distance of 193.29 feet to the **POINT OF BEGINNING**.

Containing 11,596 square feet (0.266 ac) and being designated as Lot X-2 as shown on Map entitled "Map Showing Subdivision of Property...", prepared by Forte and Tablada, Inc., Drawing No. 84628.003.dwg, dated December 13, 2004 and attached as part of this document.

As further consideration for this sale, PURCHASER(S) grant to SELLER(S), their successors, assignors, licensees, contractors, agents, servants, invitees, and employees, a servitude of passage across the above property together with the right to park motor vehicles, in the course of ordinary branch operations, reasonably, during normal branch operating hours on the property and on Purchaser's parking area located adjacent to Seller's property, and Seller grants to Purchaser (and its agents, invitees) the right to park on Seller's adjacent parking area, during church services and other events OTHER than during banking hours. The parties hereby agree to indemnify and hold harmless the other from and against any damage or liability of any kind, including but not limited to all claims, actions, demands, costs and expenses (including reasonable attorney's fees) or any injury to or death of persons or damage to property which arise out of the use by the other party or its successors, assignors, licensees, contractors, agents, servants, invitees, or employees, of the parking area owned by the other (except for claims, caused by the willful acts or omissions of the party or its successors, assignors, licensees, contractors, agents, servants, invitees, or employees).

All taxes assessed against the property herein conveyed for the year 2005 are to be paid by the PURCHASER.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns or the respective parties, PURCHASER(S), and PURCHASER(S)' heirs and assigns shall have and hold the described property in full ownership forever.

This sale is without warranty of title or of fitness of the property as to any particular use. Purchaser assumes all responsibility for examination of title and has inspected the property fully.

THUS DONE AND PASSED at Denham Springs, Louisiana, in the presence of the undersigned competent witnesses, who sign and appearers and me, Notary, after due reading of the whole.

WITNESSES

SELLER(S): Hancock Bank of Louisiana  
by: Robert E. Easterly, Executive Vice President



Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

Received From :  
SHELBY EASTERLY  
142 DEL NORTE AVENUE  
DENHAM SPRINGS, LA 70726

## First VENDOR

KINCHEN, B LEON JR

## First VENDEE

LIVE OAK UNITED METHODIST CHURCH

Index Type : Conveyances

File Number : 842170

Type of Document : Deed

Book : 1221 Page : 351

Recording Pages : 3

## Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for  
Livingston Parish, Louisiana

On (Recorded Date) : 04/22/2015

At (Recorded Time) : 11:46:37AM



Doc ID - 011630810003

Deputy Clerk



Return To :

Do not Detach this Recording Page from Original Document

Kinchen Land Sale

STATE OF LOUISIANA

CASH SALE

PARISH OF LIVINGSTON

On this 22<sup>nd</sup> day of April, 2015, before me, a Notary Public for the Parish of Livingston, and in the presence of the subscribing witnesses, personally appeared

**B. LEON KINCHEN, JR.**

married but once and then to Annette E. Kinchen, born Easterly, deceased, herein called SELLER, a resident of and domiciled in Livingston Parish, State of Louisiana, whose permanent mailing address is declared to be 915 Montgomery, Denham Springs, LA 70726, who declared that for the price of **NINE HUNDRED NINETEEN THOUSAND TWO HUNDRED DOLLARS (\$919,200.00)** cash, receipt of which is acknowledged, SELLER hereby sells, and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

**LIVE OAK UNITED METHODIST CHURCH**

a religious corporation organized and existing under the laws of Louisiana, appearing through the Chairman of its Administrative Board, Paul E. Pendas, herein called BUYER, a resident of and domiciled in Livingston Parish, State of Louisiana, whose permanent mailing address is declared to be P.O. Box 906, Watson, LA 70786, the following described property, the possession and delivery of which BUYER acknowledges:

Two certain tracts or parcels of land, together with all buildings and improvements thereon, situated in Section 49, T5S, R3E, G.L.D., Livingston Parish, LA in being more particularly designated as Tract A containing 4.09 acres and Tract B containing 18.89 acres in being more fully shown on that plat entitled "Map Showing Survey of Tract A&B, and Pinewood Park located in Section 49, T5S-R3E, G.L.D., Livingston Parish, LA for Live Oak United Methodist Church" made and prepared by Alvin Fairburn, Jr., P.L.S. dated March 5, 2015, said Tracts A&B having such boundaries, measurements, and dimensions as set forth on such plat.

Seller reserves all minerals and mineral rights, but releases all rights to the surface for all purposes.

The property is sold "**AS IS, WHERE IS**" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the Property which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it had it known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code Art. 2520, et seq., with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the Property. Seller expressly subrogates Buyer to all rights, claims, and causes of action Seller may have arising from or relating to any hidden or latent defects in the Property. This provision has been called to the attention of Buyer and fully explained to Buyer, and Buyer acknowledges that it has read and understands this waiver of all express or implied warranties and accepts the Property without any express or implied warranties.

Buyer's Initials:

Taxes for the current year have been prorated as of the date of the sale.

Certificates are annexed showing that taxes assessed against the property have been paid.





Notice is given that all future tax notices should be directed as follows:

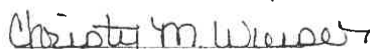
Live Oak United Methodist Church  
P.O. Box 906  
Watson, LA 70786

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

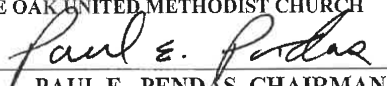
Done and signed by the parties at my office in Denham Springs on the date first above written, in the presence of me, Notary, and the undersigned competent witnesses who have hereunto signed in the presence of the parties and me, Notary.


WITNESSES:

  
Christy M. Weiser

  
B. LEON KINCHEN, JR.

  
Dona K. Ours

LIVE OAK UNITED METHODIST CHURCH  
By:   
PAUL E. PENDAS, CHAIRMAN  
ADMINISTRATIVE BOARD

  
A. Shelby Easterly, III  
Notary Public  
Bar Roll No. 5253

## EXHIBIT B16

Church property

✓ ROBERT M. GAINES, JR. ✓  
TO  
LIVINGSTON SAVINGS AND LOAN ASSOCIATION

STATE OF LOUISIANA  
PARISH OF LIVINGSTON  
FILE NO., 37,352

BE IT KNOWN, THAT on this 8th day of October, in the year of our Lord, nineteen hundred and sixty, before me, Robert S. Mellon, Notary Public, in and for said parish and State, duly commissioned and qualified as such, personally came and appeared,

ROBERT M. GAINES, JR., a resident of the legal age of majority of the Parish of Livingston, State of Louisiana, married to and living with Mrs. Muriel B. Gaines, born Budd;

who declared that for the consideration hereinafter mentioned he does by these presents sell, transfer, and deliver with full guarantee of title and free from all encumbrances and with subrogation to all his rights and actions of warranty against previous owners, unto the Livingston Savings and Loan Association, a corporation organized under the laws of this State, and having its domicile in the Town of Denham Springs and Parish of Livingston, being herein represented by Paul Tulane Jones, President of same, acting in its behalf by virtue of a resolution of the Board of Directors of said Association adopted July 11, 1960, present, accepting and purchasing for said Association, and acknowledging delivery and possession thereof, the following described property, to-wit:

A certain lot or parcel of ground, together with all the buildings and improvements thereon, measuring One Hundred Twenty-Five (125') feet on the East margin of the Eden Church Gravel Road by a depth between parallel lines of Four Hundred Thirteen (413') feet, situated in Section Thirty-Two (32), Township Six (6) South, Range Three (3) East, Livingston Parish, Louisiana, and more particularly described as follows, to-wit: Commencing at a point on the East margin of the Eden Church Gravel Road at the Northwest corner of the Eden Church property, measure North along said road a distance of One Hundred Twenty-five (125') feet and corner; thence leaving said road, measure South  $87^{\circ}45'$  East Four Hundred Thirteen (413') feet and corner; thence measure South One Hundred Twenty-Five (125') feet and corner; thence measure North  $87^{\circ}45'$  West Four Hundred Thirteen (413') feet back to the point of beginning; all as per survey by C. M. Moore, C. E. and Surveyor, dated July 27, 1954, a plat of which is attached to an act of cash sale from Robert M. Gaines, Jr., to the Livingston Savings and Loan Association, dated August 12, 1954, and recorded in Book 76, as entry no. 19,346, of the conveyance records of the Parish of Livingston, State of Louisiana.

No taxes are due on said property.

This sale is made and accepted for and in consideration of the sum of SIX THOUSAND AND 10/100 (\$6,000.00) Dollars, cash in hand paid, for which acquittance is herein granted.

Certificate by Article 3364 of the Revised Civil Code of this State, is produced and delivered to purchaser.

Done and passed at the Parish of Livingston, Louisiana, on the day and date first above written, in the presence of William H. Cox, and Eloise F. Montgomery competent witnesses, who sign with appearers and me, officer, after due reading of the whole.

WITNESSES:

WILLIAM H. COXE  
ELOISE F. MONTGOMERY

ROBERT M. GAINES, JR.  
LIV. SAVINGS & LOAN ASSOCIATION  
BY: PAUL TULANE JONES, President  
ROBERT S. MELLON, NOTARY PUBLIC

FILED FOR RECORD, October 11, 1960 at 10:09 a.m.  
Recorded, October 18, 1960

*Charles R. Miller*  
DEPUTY CLERK AND RECORDER

✓ LIVE OAK METHODIST CHURCH ✓  
TO  
LIVINGSTON SAVINGS AND LOAN ASSOCIATION

STATE OF LOUISIANA  
PARISH OF LIVINGSTON  
FILE NO., 37,354

BE IT KNOWN, That on this 8th day of October, in the year of our Lord nineteen hundred and sixty, before me, Robert S. Mellon, Notary Public in and for said parish and State, duly commissioned and qualified as such, personally came and appeared:

who declared that for the consideration hereinafter mentioned it does by these presents sell, transfer, and deliver with full guarantee of title and free from all encumbrances and with subrogation to all its rights and actions of warranty against previous owners, unto the Livingston Savings and Loan Association, a corporation organized under the laws of this State, and having its domicile in the Town of Denham Springs and Parish of Livingston, being herein represented by Paul Tulane Jones, President of same, acting in its behalf by virtue of a resolution of the Board of Directors of said Association adopted July 11, 1960, present, accepting and purchasing for said Association and acknowledging delivery and possession thereof, the following described property, to-wit:

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in Section Forty-Nine (49), Township Five (5) South, Range Three (3) East, and being more particularly described as follows, to-wit: From a point which is the Northwest corner of Section Forty-Nine (49), run North 89 deg. 50 min. East Nine Hundred Twenty-Nine and 3/10 (929.3') feet and corner; thence South 17 deg. 30 min. East Five Hundred Forty-Two and 5/10 (542.5') feet and South 47 deg. Three Hundred Five and 6/10 (305.6') feet; thence South 48 deg. 30 min. West One Hundred Thirty-Five (135') feet; thence North 25 deg. 10 min. West Forty-Eight (48') feet for point of beginning; thence South 48 deg. 30' West One Hundred Sixty (160') feet and corner; thence South 32 deg. 45 min East One Hundred Forty-Seven and 5/10 (147.5') feet and corner; thence North 77 deg. 55 min East One Hundred Thirty-Seven (137') feet and corner; thence North 25 deg. 10' West Two Hundred Twenty-Two (222') feet to the Southern margin of Louisiana Highway No. 16 and point of beginning; all according to a plat of a survey made by J. C. Kerstens, C. E. and Surveyor, dated September 24, 1950, a copy of which is attached hereto and made a part hereof.

No taxes are due on said property.

This sale is made and accepted for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7,500.00) Dollars, cash in hand paid, for which acquittance is herein granted.

Certificate by Article 3364 of the Revised Civil Code of this State, is produced and delivered to purchaser.

Done and passed at the Parish of Livingston, Louisiana, on the day and date first above written, in the presence of William N. Coxie, and Eloise F. Montgomery, competent witnesses, who sign with appearers and me, officer, after due reading of the whole.

WITNESSES:

WILLIAM N. COXE

ELCISE F. MONTGOMERY

LIVE OAK METHODIST CHURCH

BY, W. HOWARD UNDERWOOD,

ROBERT HARRISON

JOHN W. JONES, TRUSTEES

LIV. SAVINGS & LOAN ASS'n

BY PAUL TULANE JONES, PRESIDENT

ROBERT S. MELLON, Notary

Filed for Record, October 11, 1960 at 10:15 a.m.  
Recorded, October 18, 1960

*Eloise F. Miller*  
DEPUTY CLERK AND RECORDER

REYMOND E. COXE ✓  
TO  
ARNOLD G. AVERETT ✓

STATE OF LOUISIANA  
PARISH OF LIVINGSTON  
FILE NO., 37,357

#### ACT OF EXCHANGE

STATE OF LOUISIANA  
PARISH OF LIVINGSTON,

BE IT KNOWN, That on this 16th day of September, 1960, before me, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned witnesses, personally came and appeared:

REYMOND E. COXE, a resident of the legal age of majority of the Parish of Livingston, State of Louisiana, married to and living with Alice D. Coxie, born Dees; and

ARNOLD G. AVERETT, a resident of the legal age of majority of the Parish of Livingston,

STATE PROJECT NO. 262-02-15  
DENHAM SPRINGS - WATSON HIGHWAY  
(NORTH SECTION)  
ROUTE LA 16  
LIVINGSTON PARISH  
PARCEL NO. 10-4

S A L E

STATE OF LOUISIANA:

PARISH OF LIVINGSTON:

For the price and on the terms and conditions hereinafter set forth, LIVE OAK UNITED METHODIST CHURCH, a religious organization, organized in the State of Louisiana, domiciled in the Parish of Livingston, State of Louisiana, represented herein by Rev. El Darks its Pastor, duly authorized to act herein by virtue of the resolution of the Board of Trustees, a copy of which is attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor"; have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey, and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the State of Louisiana and the Department of Highways of the State of Louisiana, herein represented by RICHARD A. CURRIE, Right of Way Engineer of said Department of Highways, authorized herein by resolution of the Board of Highways of the Department of Highways, dated January 6, 1971, who accepts this sale on behalf of the State of Louisiana and the said Department of Highways, the following described property, situated in the Parish of Livingston, Louisiana, to-wit:

D E S C R I P T I O N

One (1) certain tract or parcel of land, together with all the improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 49, Township 5 South, Range 7 East, Greensburg Land District, Parish of Livingston, State of Louisiana, identified as PARCEL NO. 10-4, on the right of way map for STATE PROJECT NO. 262-02-15, DENHAM SPRINGS - WATSON HIGHWAY, (NORTH SECTION), ROUTE LA 16, LIVINGSTON PARISH, LOUISIANA, prepared by Herbert Simoneaux and Philip G. Holland, Registered Land Surveyors, dated July 30, 1974, and is on file in the office of the Department of Highways in the City of Baton Rouge, Louisiana, the boundary lines of which tract are more particularly described as follows:

FILED April 21, 1976 AT 9:06 A.M.

Charles McDonald CLERK

115066

Hwy. 16 Right of Way



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PARCEL NO. 10-4:

Begin at the point of intersection of Vendor's southerly property line and the centerline of State Project No. 262-02-15, said point being located at Highway Survey Station 273+00.66; thence proceed South 88° 45' 00" West along Vendor's southerly property line for a distance of 37.51 feet to a point and corner on the easterly existing right of way line of State Route La 16; thence proceed North 5° 09' 28" East along the easterly existing right of way line of State Route La 16 for a distance of 100.45 feet to a point; thence proceed North 15° 38' 18" East along the easterly existing right of way line of State Route La 16 for a distance of 193.98 feet to a point; thence proceed North 32° 01' 31" East along the easterly existing right of way line of State Route La 16 for a distance of 115.42 feet to a point and corner on the easterly required right of way line of State Project No. 262-02-15, said point measures 70.00 feet at right angles from the project centerline at Highway Survey Station 275+93.43; thence proceed along the arc of a curve to the right having a radius of 4,653.66 feet (the long chord of which bears South 2° 02' 05" East, 286.78 feet) for an arc distance of 286.83 feet to a point on the easterly required right of way line of said project; thence proceed South 4° 52' 57" West along the easterly required right of way line of said project for a distance of 9.12 feet to a point and corner on Vendor's southerly property line; thence proceed South 88° 45' 00" West along Vendor's southerly property line for a distance of 69.19 feet to the point of beginning and containing an area of 0.500 acre.

Being a portion of Vendor's property acquired by Act recorded November 26, 1975, in COB 206, Page 789, of the conveyance records of Livingston Parish, State of Louisiana.

This sale and conveyance is made for and in consideration of the price and sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS, which price Department hereby binds and obligates itself to pay to Vendor upon the approval by Department of Vendor's title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for highway purposes.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil, gas and other minerals beneath the area hereinabove described, and more specifically under the provisions of Act 50 of the Regular Session of the Louisiana Legislature for the year 1974 (R.S. 31:149 et seq.); it being specifically understood, however, that while no exploration, drilling, nor mining of oil, gas or other minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under said area.

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's gravel drive, together with the appurtenances thereto.

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IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 7th day of April, 1976.

WITNESSES:

LIVE OAK UNITED METHODIST CHURCH

Raymond J. Roy

BY: Rev. W. E. Parks  
ITS: Pastor

J. R. Chappell Jr.

STATE OF LOUISIANA AND THE  
DEPARTMENT OF HIGHWAYS OF  
THE STATE OF LOUISIANA

Steve M. Christ

Lelice F. Fortner

BY: Richard A. Camie  
RIGHT OF WAY ENGINEER

AFFIDAVIT

STATE OF LOUISIANA:

PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority this day personally appeared J. R. CHAPPELL, JR., 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 REV. ED PARKS, pastor of Live Oak Methodist Church,                     , who executed the same and saw            him            sign the same as            his            voluntary act and deed, and that he, the said J. R. CHAPPELL, JR., subscribed his name to the same at the same time as an attesting witness.

J. R. Chappell Jr.  
AFFIANT - J. R. CHAPPELL, JR.

SWORN TO and subscribed before me, this 15th day of April, 1976.

Thomas C. Bushman  
NOTARY PUBLIC  
FOR DEPARTMENT OF HIGHWAYS  
STATE OF LOUISIANA

## Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

Received From :  
PARISH COUNCIL  
PO BOX 427  
LIVINGSTON, LA 70754

## First VENDOR

LIVE OAK UNITED METHODIST CHURCH

## First VENDEE

LIVINGSTON PARISH COUNCIL

Index Type : Conveyances

File Number : 566250

Type of Document : Right Of Way & Servitudes

Book : 880 Page : 511

Recording Pages : 4

## Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for  
Livingston Parish, Louisiana

On (Recorded Date) : 12/01/2004

At (Recorded Time) : 1:14:21 PM



Doc ID - 003602460004

Deputy Clerk



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Sidewalk servitude



**ACT OF SERVITUDE**

**FROM GRANTORS:**

**LIVE OAK UNITED METHODIST CHURCH**

**TO GRANTEE:**

**LIVINGSTON PARISH COUNCIL**

The Grantor (referred to at times in this Act of Servitude as the "Live Oak United Methodist Church"), is the **LIVE OAK UNITED METHODIST CHURCH**, a body politic created under and by the virtue of the laws of the State of Louisiana, represented herein by Fulton Underwood, its representative, duly authorized by Resolution of the Board, a copy of which is attached hereto and made a part hereof, whose permanent mailing address is Post Office Box 709, Watson, Louisiana 70786.

The Grantee is the **LIVINGSTON PARISH COUNCIL**, a municipal corporation domiciled in Livingston Parish, Louisiana, acting through its President, Mike Grimmer, duly authorized by the Parish Council, whose permanent mailing address is Post Office Box 427, Livingston, Louisiana 70754.

**Declaration**

Grantor declares that it is the owner of a certain tract of land located in Section 49, T5S-R3E, Community of Watson, Livingston Parish, Louisiana, known and identified as the church property, situated to the East of La. Highway 16 in Watson, Louisiana.

**Grant of Servitude**

For and in consideration of the mutual benefit of the placement of a sidewalk adjacent to the Live Oak United Methodist Church property, Grantor, binding itself, its heirs, assigns, and successors, hereby grants, establishes, conveys, transfers, sets over, and delivers unto Grantee the right of way and servitude upon property owned by the Grantor, said servitude more particularly described as follows:

A parcel of land containing 0.9± acres as shown on a map or plat of the  
servitude prepared by Forte and Tablada, Inc., dated July 19, 2003 in

Section 49, T5S-R3E, Community of Watson, Livingston Parish,  
Louisiana, attached hereto and made a part hereof as "Exhibit "A".

Said servitude or easement consisting of the right to enter upon and to place, erect, construct, operate, repair, maintain, inspect, and replace thereon public pass or sidewalks upon the described servitude.

The rights and servitudes herein granted shall continue in perpetuity and shall remain in existence so long as those rights and servitude are used or remain capable of being used for the purposes for which the servitudes are granted.

#### **Additional Terms and Conditions**

It is further stipulated and agreed that the rights and servitudes granted herein by Grantor are intended to confer on the Livingston Parish Council only the rights and servitudes described herein to the extent herein provided and that no right of ownership is conveyed to the Livingston Parish Council in and to the subject property, the ownership of the subject property being vested in Grantor, the only exception being that the utilities and incidental structure shall remain in the ownership and possession of the Livingston Parish Council.

The Livingston Parish Council shall indemnify and hold Grantor harmless from any and all demands, actions, causes of action, suits, fees, expensed, and damages and/or costs of whatever kind or nature whatsoever, arising out of, connected with, or related to the construction, installation, maintenance, use and/or operation of the servitude, including but not limited to, acts or omissions by or on behalf of the Livingston Parish Council, its contractors, agents and employees.

The Livingston Parish Council shall maintain, inspect, repair, clean and assume full responsibility for the sidewalk and the servitude granted herein, and the Live Oak United Methodist Church will have no authority or obligation with respect to maintenance, inspection, or the condition of the sidewalk in any way, shape or form. All liability and/or legal responsibility relating to the sidewalk and/or the servitude granted herein shall lie with the Livingston Parish Council.

Further, the undersigned acknowledge that they have read the whole of this servitude agreement and understand its terms, and they enter into this servitude agreement of their own free will and volition, free from coercion, duress and undue influence on the part of any person or party.

THUS DONE, READ AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2004  
at \_\_\_\_\_, Louisiana.

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

LIVE OAK UNITED METHODIST CHURCH

BY: [Signature]

Fulton Underwood - GRANTOR

LIVINGSTON PARISH COUNCIL

BY: [Signature]

Mike Grimmer, President - GRANTEE

Tracie D. Esworth

TRACIE D. EISWORTH  
Notary Public #41221  
NOTARY PUBLIC, PARISH OF LIVINGSTON  
MY COMMISSION IS FOR LIFE

## Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

**Received From :**  
FORTE & TABLADA, INC  
1295 FLORIDA BLVD.  
DENHAM SPRINGS, LA 70726

**First NAME**  
LIVE OAK METHODIST CHURCH

**First NAME**  
LIVE OAK METHODIST CHURCH

**Index Type :** Plats

**File Number :** 530093

**Type of Document :** Plats - Small

**Recording Pages :** 1

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 08/28/2003

At (Recorded Time) : 1:45:27 PM



Doc ID - 000832620001

Deputy Clerk



**Return To :**

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Side walk servitude plat



## GENERAL NOTES:

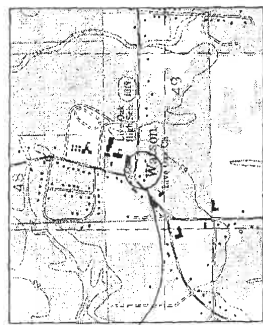
1. BASIC OF BEARING - WEST PROPERTY LINE S 14°45'00" E REFERENCE MAP #5
2. NO WEILAND DELINEATION WAS REQUESTED OR DETERMINED AS A PART OF THIS SURVEY.
3. NO FLOOD CERTIFICATION WAS REQUESTED OR DETERMINED AS A PART OF THIS SURVEY.
4. NO ATTEMPT HAS BEEN MADE BY THE SURVEYOR TO LOCATE OR VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY OR OTHER INTERESTS OR ENCUMBRANCES THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.

## REFERENCE MAPS:

1. SUBDIVISION OF TULIE HATCHER 12.22 ACRE TRACT FOR LIVE OAK METHODIST CHURCH SURVEYED BY JAMES W. JUSTICE.
2. MAP SHOWING SURVEY OF A 0.67 AC TRACT & A 0.94 AC TRACT FOR METHODIST CHURCH SURVEYED BY ALVIN FARBERN & ASSOCIATES, INC. DATED MARCH 28, 1986
3. SURVEY MAP SHOWING A CERTAIN 2.07 ACRE TRACT FOR DONALD LEE OTT SURVEYED BY ALEX THERIOT JR. & ASSOCIATES DATED DEC. 6, 1995
4. MAP SHOWING SURVEY OF A CERTAIN 50' x 50' WELL SITE BEING A PORTION OF THE LIVE OAK UNITED METHODIST CHURCH PROPERTY, SURVEYED BY ALVIN FARBERN & ASSOCIATES, INC. DATED NOV. 10, 1995
- \*5. SURVEY OF PINEWOOD PARK 12.43 ACRES FOR LEON KINCHEN DATED FEB. 25, 1992
6. DTD RIGHT-OF-WAY MAP OF THE LIVE OAK UNITED METHODIST CHURCH PROPERTY, SURVEYED BY DONALD SPENCER WATSON HRY (NORTH SECTION) LIVINGSTON PARISH, LA 16

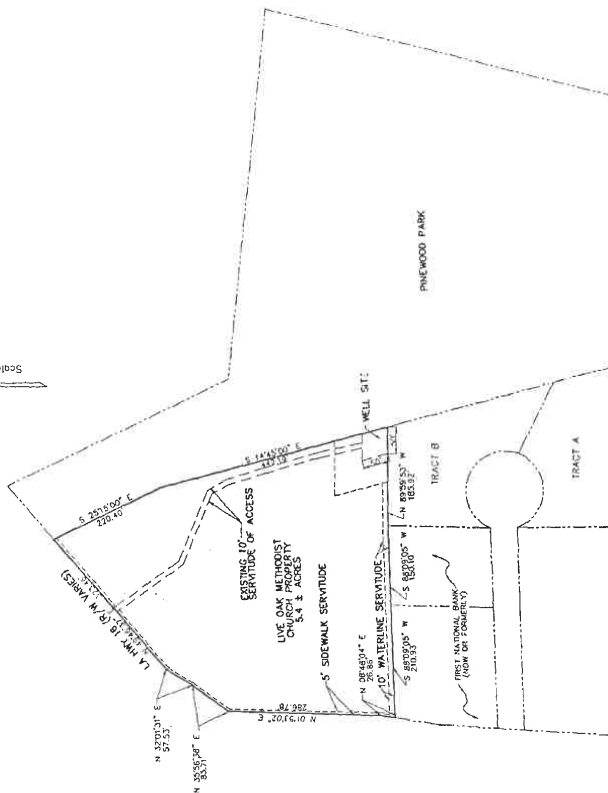
Approved:

*Alvin Farbern* 08/18-03  
LIVINGSTON PARISH, LA 16



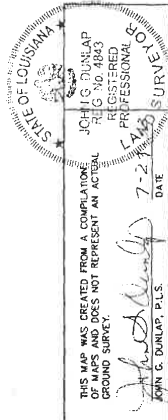
VELOCITY MAP  
SCALE 1" = 200'

Scale 1" = 200'



FILED 8-28-03 AT 1:45 PM.  
531193 S. Justice CLERK

APPROVED *Alvin Farbern*  
LIVE OAK METHODIST CHURCH  
DATE 8/26/03



MAP SHOWING  
REQUIRED SIDEWALK SERVITUDE  
FOR LIVE OAK UNITED METHODIST CHURCH PROPERTY  
LOCATED IN SECTION 49, TOWNSHIP 5 SOUTH, RANGE 3 EAST  
GREENSBURG LAND DISTRICT  
LIVINGSTON PARISH, LOUISIANA

FORTE AND TABLADA, INC.	
REGISTERED J.C.S.	REGISTERED J.A.B.
REGISTERED R.A.B.	REGISTERED D.C.D.
BOOK 1037	

## Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

Received From :  
EASTERLY LAW OFFICE  
802 NORTH RANGE AVENUE  
DENHAM SPRINGS, LA 70726

## First VENDOR

LIVE OAK UNITED METHODIST CHURCH

## First VENDEE

MCDOWELL, MAE COWART

Index Type : Conveyances

File Number : 892882

Type of Document : Agreement-Contract

Book : 1280

Page : 386

Recording Pages : 3

## Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for  
Livingston Parish, Louisiana

On (Recorded Date) : 03/10/2017

At (Recorded Time) : 10:47:13AM



Doc ID - 012291400003

Deputy Clerk



Drive Way Agreement

Return To :

STATE OF LOUISIANA

AGREEMENT



PARISH OF LIVINGSTON

BE IT KNOWN that on this 9<sup>th</sup> day of March, 2017, before me, the undersigned Notary Public, personally came and appeared:

**LIVE OAK UNITED METHODIST CHURCH,**

a religious corporation organized under the laws of Louisiana, appearing through Dany Martin, it's Administrative Board Chairperson, whose address is P.O. Box 709, Watson, LA 70786; and

**MAE COWART MCDOWELL**

born Cowart, whose address is P.O. Box 593, Watson, LA 70786; each agreeing as follows:

Live Oak United Methodist Church is the owner of the following described property:

Two certain tracks or parcels of land, together with all buildings and improvements thereon, situated in Section 49, T5S, R3E, G.L.D., Livingston Parish, LA in being more particularly designated as Tract A containing 4.09 acres and Tract B containing 18.89 acres in being more fully shown on that plat entitled "Map Showing Survey of Tract A&B, and Pinewood Park located in Section 49, T5S-R3E, G.L.D., Livingston Parish, LA for Live Oak United Methodist Church" made and prepared by Alvin Fairburn, Jr., P.L.S. dated March 5, 2015, said Tracts A&B having such boundaries, measurements, and dimensions as set forth on such plat.

Mae Cowart McDowell is the owner of the following described property:

Lot MM-2 containing 0.762 acres, more or less, in Section 49, T-5-S, R-3-E, Livingston Parish, G.L.D., Louisiana.

The driveway of Lot MM-2 is currently on a portion of the property belonging to Live Oak United Methodist Church as shown in the plat entitled "Map Showing Live Oak United Methodist Church," made and prepared by Alvin Fairburn, Jr., dated March 5, 2015, revised December 28, 2016, on file in Plat Book 68, Page 373, Entry 888150 of the records of the Clerk and Recorder in Livingston Parish, Louisiana.

Live Oak United Methodist Church does by these presents grant a license to Mae Cowart McDowell to use the driveway existing on its property on the following terms and conditions:

1. The rights herein granted are personal to Mae Cowart McDowell, her family, and invitees only and shall not constitute a predial servitude nor run with the land.
2. The rights herein granted are for purposes of passage for ingress and egress only and Live Oak United Methodist Church's property shall not be used for any improvements, plantings, obstructions or otherwise.
3. The rights herein granted are terminable on ninety (90) days written notice to Mae Cowart McDowell.

4. Mae Cowart McDowell does by these presents hold harmless, defend, and indemnify Live Oak United Methodist Church, its agents, employees, and members from and against any and all claims made or asserted against Live Oak United Methodist Church by any person or persons using the passage herein granted.

THUS DONE AND SIGNED at Watson, Louisiana, the day, month, and year first above written in the presence of me, Notary, and the undersigned witnesses after due reading of the whole.

**WITNESSES:**

Monica C. Martin  
Print: Monica Martin

Cathy Bermea  
Print: Cathy Bermea

**LIVE OAK UNITED METHODIST CHURCH**

by: Dany Martin  
DANY MARTIN  
Administrative Board Chairperson

Mae Cowart McDowell  
MAE COWART MCDOWELL

A. Shelby Easterly, III  
A. SHELBY EASTERLY, III  
Notary Public  
Bar Roll No. 5253



## Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

**Received From :**  
SHELBY EASTERLY  
142 DEL NORTE AVENUE  
DENHAM SPRINGS, LA 70726

**First VENDOR**  
LIVE OAK UNITED METHODIST CHURCH

**First VENDEE**  
PINE WOOD PARK LLC

**Index Type :** Conveyances

**File Number :** 837363

**Type of Document :** Exchange

**Book :** 1215

**Page :** 120

**Recording Pages :** 6

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 02/09/2015

At (Recorded Time) : 3:28:16PM



Doc ID - 011580370006

Deputy Clerk

*J. Bendy*



**Return To :**

Do not Detach this Recording Page from Original Document

*Pine Wood Park Agreement*

## AGREEMENT TO EXCHANGE

STATE OF LOUISIANA

PARISH OF LIVINGSTON

This Agreement to Exchange is made by and between:

### LIVE OAK UNITED METHODIST CHURCH

a religious corporation organized under the laws of the State of Louisiana whose permanent mailing address is declared to be P.O. Box 709, Watson, LA 70786 appearing herein through Paul E. Pendas, Chairman of the Administrative Board (LOUMC); and

### PINE WOOD PARK, LLC

a Louisiana limited liability company whose permanent mailing address is declared to be 30361 Trace Lane, Walker, LA 70785, appearing herein through it's Manager, Sylvia H. Radley (the LLC).

### RECITALS:

Pine Wood Park, LLC is the owner of the following described property to-wit:

A certain tract or parcel of ground, containing 12.43 acres, together with all the buildings and improvements thereon, situated in Section 49, T5S, R3E, Livingston Parish, Louisiana and designated on a map made by James W. Justice, R.L.S., dated February 25, 1992, as "Pinewood Park, Area 12.43 AC", and being more particularly described, according to said map, as follows, to-wit:

Beginning at the Northeast Corner of Section 50, T5S, R3E, Livingston Parish, Louisiana, then proceed North 89 deg. 50' West 1, 478.97 feet to the POINT OF BEGINNING; then continue North 89 deg. 50' West 479.25 feet to a point and corner; then North 14 deg. 45' West 895.60 feet to a point; then North 25 deg. 15' West 220.40 feet to a point on the Southeasterly Right-of-Way Line of Old Hwy. 16 and corner; then along said Right-of-Way Line North 50 deg. East 133 feet and corner; then South 25 deg. 15" East 456 feet to a point and corner; then South 84 deg. 07' East 700.29 feet to a point and corner; then South 13 deg. 59' West 688.60 feet back to the Point of Beginning.



Being the same property acquired by Circle H Enterprises, Inc. a duly organized Louisiana Corporation domiciled in Livingston Parish, State of Louisiana, from George H. Manning and Wynell Curtis Manning by Cash Deed dated May 30, 2008.

hereinafter the "The LLC Property".

The LLC Property includes 54 concrete pads, hook-ups, etc. for mobile home rental spaces and is fully occupied.

LOUMC has the right to purchase tracts A & B more fully described as follows, to wit:

Tract A containing 4.05 acres more or less  
and Tract B containing 19.02 acres, more or less,  
located in Section 49, T-5-S, R-3-E,  
G. L. D., Livingston Parish, Louisiana;

hereinafter "Tracts A & B".

LOUMC wants to acquire The LLC Property, and subject to the terms and conditions contained herein, the LLC is willing to convey The LLC Property to LOUMC.

Now therefore, the parties agree as follows, incorporating each and all of the above recitals:

The LLC and the LOUMC agree to enter into an Act of Exchange whereby the LLC conveys to LOUMC The LLC Property and LOUMC agrees to convey to the LLC approximately nine (9) acres in the southern portion of tracts A & B described above, subject to the following terms and conditions:

1. LOUMC will acquire Tracts A & B and cause them to be re-subdivided such that LOUMC will create a new tract containing approximately nine acres in the southern portion of Tracts A & B as outlined on the attached Exhibit A.
2. LOUMC will construct a mobile home park containing 54 mobile home spaces with concrete pads, utility hook-ups and connections (including electricity, telephone, water, sewer, cable, and gas) on a design to be approved by The LLC, which approval will not be unreasonably withheld.
3. Upon LOUMC obtaining a Certificate of Occupancy for the mobile home park it is to construct as described in the preceding paragraph, LOUMC will contract to move the mobile home of each existing tenant of the LLC to the newly constructed and permitted mobile home park and set-up, by connecting all utilities and sewer, and remove, relocate and reinstall (or replace if necessary) all steps, porches, and ramps, and remove and relocate all outbuildings and/or sheds which can be relocated without replacement as may currently exist on the LLC property.



4. Access to the newly constructed mobile home park will be via Watson Circle, a Parish road off La. Highway 16 and through The LLC Property as designated by LOUMC, which access shall be constructed by LOUMC.

5. The Act of Exchange shall be executed within fifteen (15) days of the last of (i) issuance of the certificate of occupancy and (ii) entering contracts for relocation to occur. Relocation of all mobile homes and steps, ramps, outbuildings, and/or sheds as outlined herein shall be completed within sixty (60) days of the Act of Exchange at which time possession of The LLC Property shall be delivered to LOUMC

6. Pine Wood Park, LLC warrants the LLC Property will be conveyed with full warranty of title and subrogation and substitution to all rights and actions of warranty it has or may have, free and clear of any mortgage, lien, and/or encumbrance.

7. LOUMC warrants the property to be conveyed to the LLC will be conveyed with full warranty of title and with subrogation and substitution to all rights and actions of warranty which it has or may have, free and clear of any mortgage, lien, and/or encumbrance.

8. The LLC Property includes an oxidation pond for sewer treatment. LOUMC accepts The LLC Property including all obligations for closure of the oxidation pond. The LLC warrants the oxidation pond and related equipment, pipes, etc. has been operated in compliance with all applicable laws and regulations and agrees to hold harmless, defend, and indemnify LOUMC for any alleged violations of law or regulations occurring at any time prior to the Act of Exchange as regards the oxidation pond and all related equipment, pipes, etc.

9. Time is of the essence of this agreement. Each of the parties agrees this Agreement to Exchange is subject to specific performance. In the event that any party defaults under this agreement and/or fails to perform its obligations hereunder, the non-defaulting party may compel specific performance and the defaulting party shall pay all costs of litigation, including but not limited to attorney's fees, expenses, court costs, services of expert witnesses, if necessary, and any other costs related to an action to secure specific performance.

10. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana and venue in any action arising under this agreement shall be in a court of competent jurisdiction in Livingston Parish, Louisiana.

12. This agreement will be executed in duplicate originals and may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement. The signature of any of the parties may be delivered and made by original,

The block contains two handwritten signatures in black ink. The signature on the left is a stylized, cursive 'P' followed by a dot. The signature on the right is a more fluid, cursive signature that appears to start with a 'P' and ends with a long, sweeping flourish.



facsimile, portable document format (pdf) or other electronic means capable of creating a printable copy, and each such signature shall be treated as an original signature for all purposes.

Thus done and signed the 5<sup>th</sup> day of February, 2015, in the presence of me, Notary, and the undersigned witnesses after due reading of the whole.

**WITNESSES:**

Christy M. Weiser  
Christy M. Weiser

**LIVE OAK UNITED METHODIST CHURCH**

By: Paul E. Pendas  
Paul E. Pendas Chairman  
Administrative Board

A. Blayne Honeycutt

A. Shelby Easterly, III

**A. SHELBY EASTERLY, III**  
**LSBA5253**  
**Notary Public**

Thus done and signed the \_\_\_\_ day of February, 2015, in the presence of me, Notary, and the undersigned witnesses after due reading of the whole.

**WITNESSES:**

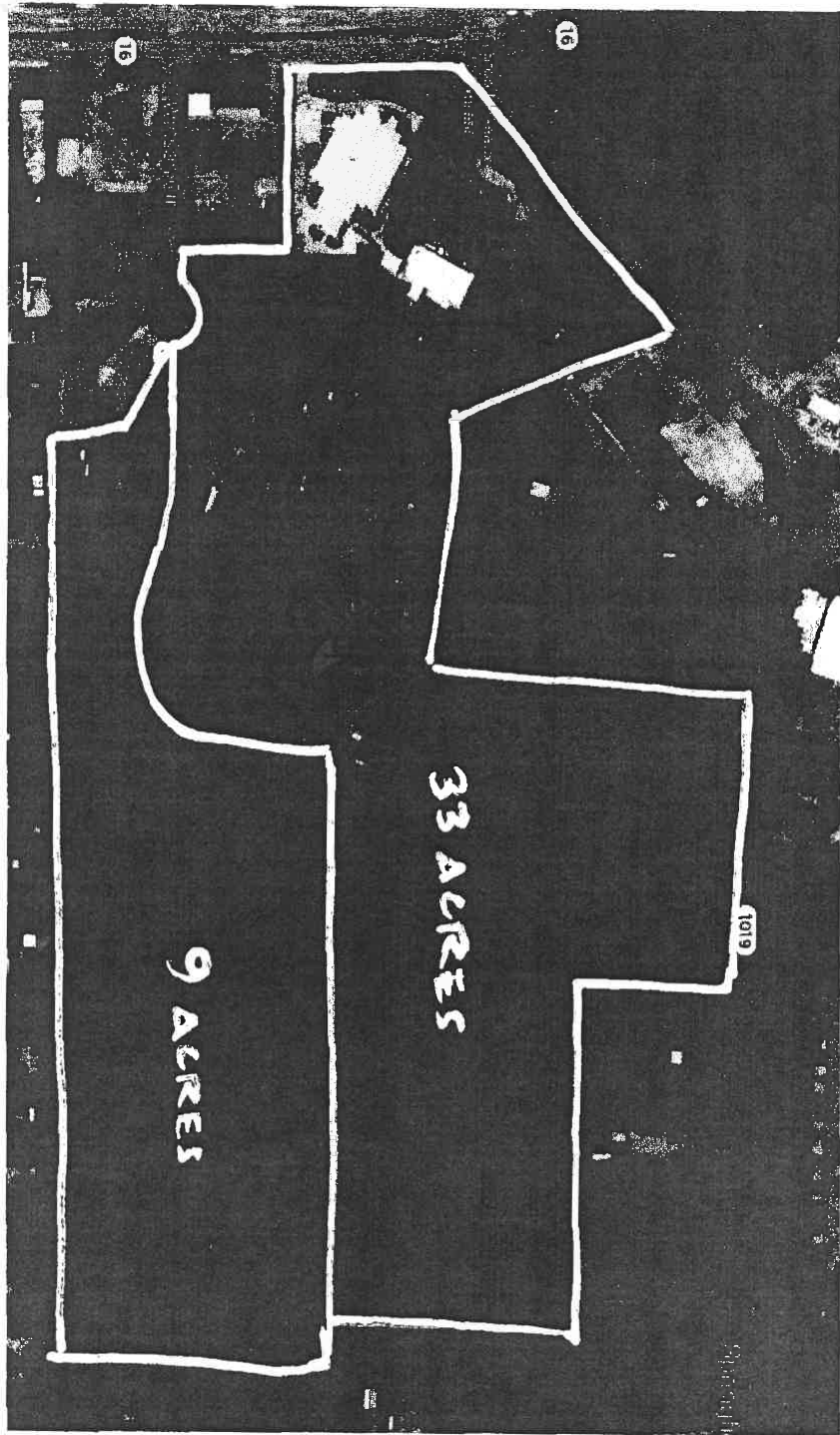
Kim Pineson  
Kim Abbott  
Kim Abbott

**PINE WOOD PARK, L.L.C.**

By: Sylvia H. Radley  
Sylvia H. Radley

Carle S. Goode

**CARLE S. GOODE**  
**NOTARY PUBLIC LSBA 06125**



# COLLATERAL MORTGAGE NOTE

U.S. \$5,000,000.00

May 24, 2013

ON DEMAND, THE UNDERSIGNED, WHETHER ONE OR MORE, JOINTLY, SEVERALLY AND SOLIDARILY PROMISE TO PAY TO THE ORDER OF BEARER, AT THE OFFICES OF IBERVILLE BANK, DENHAM SPRINGS BRANCH, 1441 SOUTH RANGE AVENUE, P. O. BOX 695, PLAQUEMINE, LA 70765, THE PRINCIPAL SUM OF FIVE MILLION & 00/100 DOLLARS (U.S. 5,000,000.00), FOR VALUE RECEIVED, WITH INTEREST THEREON AT THE RATE OF 18.000 PERCENT PER ANNUM FROM DATE UNTIL PAID.

In case this Note should be placed in the hands of an attorney or attorneys to institute legal proceedings to recover the amount hereof, or any part or parts hereof, in principal or interest, or to protect the interests of the holder hereof, or in case the same should be placed in the hands of an attorney or attorneys for collection, compromise or other action, the undersigned hereby jointly, severally and solidarily bind themselves to pay the fees of the attorney or attorneys who may be employed for that purpose, which fees are hereby fixed at 25.000% of the amount then due and owing under this Note.

The maker(s) of this Note and all endorsers, guarantors and sureties hereon hereby severally waive presentment for payment, notice of nonpayment, protest, notice of protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves jointly, severally and solidarily, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs and attorneys' fees. Furthermore, no discharge or release of any collateral securing this Note or any delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights, or to otherwise diminish or release such collateral.

This Note is secured by a Collateral Real Estate Mortgage dated May 24, 2013, executed by the undersigned in favor of IBERVILLE BANK, Denham Springs Branch, and any future holder or holders of this Note, with this Note being paraphed "Ne Varietur" for identification with said Collateral Real Estate Mortgage by the Notary Public before whom said Mortgage was passed.

MAKER:

LIVE OAK METHODIST CHURCH A/K/A LIVE OAK UNITED METHODIST CHURCH

By: *Dana W. Rushing*  
Dana W. Rushing, Trustee of Live Oak Methodist Church a/k/a Live Oak United Methodist Church

By: *John M. Hay*  
John M. Hay, Trustee of Live Oak Methodist Church a/k/a Live Oak United Methodist Church

## NE VARIETUR

For Identification with an Act of Collateral Mortgage

passed before me on the 24<sup>th</sup> day of May, 2013

*A. Shelby Easton, Jr.*

NOTARY PUBLIC

LA Bar/Notary ID No. 5253

*A. Shelby Easton, Jr.*

*Original filed  
in vault 5/31/13  
Cfaler mld*

## Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

Received From :  
SHELBY EASTERLY  
142 DEL NORTE AVENUE  
DENHAM SPRINGS, LA 70726

First MORTGAGOR  
LIVE OAK METHODIST CHURCH AKA

First MORTGAGEE  
IBERVILLE BANK

Index Type : Mortgages

File Number : 795087

Type of Document : Mortgage

Book : 2097 Page : 599

Recording Pages : 10

## Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 05/24/2013

At (Recorded Time) : 10:54:13AM



Doc ID - 011127600010

CLERK OF COURT  
THOMAS L. SULLIVAN JR.  
Parish of Livingston  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 05/24/2013 at 10:54:13  
Recorded in Book 2097 Page 599  
File Number 795087



Deputy Clerk

Return To :

Do not Detach this Recording Page from Original Document



## COLLATERAL MORTGAGE

**Mortgagor:** Live Oak Methodist Church  
a/k/a Live Oak United  
Methodist Church  
34890 La Hwy 16  
Denham Springs, LA 70706

**Mortgagee:** Iberville Bank  
Denham Springs Branch  
1441 South Range Avenue  
P. O. Box 695  
Plaquemine, LA 70765

**COLLATERAL MORTGAGE**

**UNITED STATES OF  
AMERICA**

**BY:** Live Oak Methodist Church a/k/a Live Oak  
United Methodist Church

**STATE OF**

**IN FAVOR OF:**

**PARISH OF**

Iberville Bank

And Any Future Holder or Holders

**BE IT KNOWN**, that on May 24, 2013:

**BEFORE ME**, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

**PERSONALLY CAME AND APPEARED:**

**LIVE OAK METHODIST CHURCH a/k/a LIVE OAK UNITED METHODIST CHURCH** a non-profit religious corporation organized under the law of the State of Louisiana, whose principal address is P.O. Box 907, Watson, LA. 70786 appearing through its duly authorized Trustees, Dana W. Rushing and John M. Hay, pursuant to its resolution attached hereto;

**WHO DECLARED THAT:**

### **TERMS AND CONDITIONS:**

**INDEBTEDNESS.** The word "Indebtedness" as used in this Mortgage means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under a certain commercial loan agreement dated May 24, 2013 and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a promissory note dated May 24, 2013, in the principal amount of \$2,685,000.00, from Mortgagor to Mortgagee, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, as well as Mortgagee's successors or assigns, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, due or to become due, and whether now existing or hereafter arising, of every nature and kind whatsoever.

**COLLATERAL MORTGAGE NOTE.** Desiring to secure the prompt and punctual payment and satisfaction of the present and future Indebtedness in favor of Mortgagee Mortgagor executed a certain Collateral Mortgage Note dated May 24, 2013 in the amount of U.S. \$5,000,000.00, payable to the order of BEARER, on demand, at the offices of Mortgagee, which Note stipulates to bear interest at the rate of 18.000 percent per annum from date until paid and is paraphed

**COLLATERAL MORTGAGE  
(Continued)**

Loan No: 9375013

Page 2

"Ne Varietur" for identification with this Mortgage by the Notary Public before whom this Mortgage is acknowledged. Mortgagor intends to pledge and deliver the original of said Note to Mortgagee as the initial Mortgagee under this Mortgage, to secure the prompt and punctual payment and satisfaction of any and all present and future Indebtedness in favor of Mortgagee and any subsequent holder or holders of said Note, with the continuing preferences and priorities provided under applicable Louisiana law.

**GRANTING OF MORTGAGE.** And now, in order to secure the prompt and punctual payment and satisfaction of the aforesaid Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property located in Livingston Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as 34890 La Highway 16, Denham Springs, LA 70786.

**MORTGAGE SECURING FUTURE NOTE.** The aforesaid Note and this Mortgage have been executed by Mortgagor for the purpose of securing Mortgagor's Note that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Note may be requested or extended.

Mortgagor agrees that the Property is to remain mortgaged to Mortgagee until Mortgagor's pledged Note is returned to Mortgagor by Mortgagee marked "PAID" or "CANCELLED", or until Mortgagor marks the Note "PAID" or "CANCELLED" after it is returned to Mortgagor. Mortgagor agrees that Mortgagor's Property is to remain mortgaged to Mortgagee until all Indebtedness is paid in full and Mortgagee has no further agreement to extend funds to Mortgagor or to others for which Mortgagor may be obligated, and Mortgagee delivers to Mortgagor a written cancellation of this Mortgage. Mortgagor understands that Mortgagor may request Mortgagee to provide such a cancellation instrument which Mortgagor will file to cancel this Mortgage, by writing to Mortgagee at its main office or at another office that Mortgagee tells Mortgagor to write to. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request.

**PROHIBITIONS REGARDING PROPERTY.** So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

So long as this Mortgage remains in effect, Mortgagor agrees not to abandon, or permit others to abandon, or commit waste of, or destroy the Property. Mortgagor further agrees to observe and abide by and to cause others to observe and abide by all laws, rules, regulations and ordinances, as well as all policies of insurance, affecting the Property or its use.

Mortgagor agrees to maintain insurance on the Property at Mortgagor's expense for as long as this Mortgage remains in effect. This insurance is to be in the amounts and of the types required by Mortgagee and must be issued by a financially responsible insurance company or companies acceptable to Mortgagee. Mortgagor agrees to name Mortgagee as a lender loss payee beneficiary under such insurance policies, which must contain noncontributory lender loss payable clauses in Mortgagee's favor and a provision prohibiting the cancellation or alteration of such insurance without at least thirty (30) days prior written notice to Mortgagee. Mortgagor further agrees to provide Mortgagee with originals or certified copies of such

**COLLATERAL MORTGAGE**  
**(Continued)**

Loan No: 9375013

Page 3

insurance policies along with evidence that Mortgagor has paid the policy premiums and all renewal premiums when due. The Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Mortgagor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required and is available for the term of the loan and for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, or the maximum limit of coverage that is available, whichever is less. Mortgagor further agrees that Mortgagee shall have the right to directly receive all proceeds payable and unearned premiums under such insurance policies. Should Mortgagor receive any such insurance proceeds, Mortgagor agrees immediately to turn such proceeds over and pay the same to Mortgagee. Mortgagee may apply such insurance proceeds at its sole option and discretion (after payment of all reasonable costs, expenses and attorneys' fees incurred by Mortgagee), for the purpose of (A) repairing, replacing or restoring the lost, stolen or damaged Property, or (B) reducing the outstanding balance of the Indebtedness, and repaying all Additional Advances that Mortgagee may have advanced on Mortgagor's behalf as provided under this Mortgage, together with interest thereon.

Mortgagor agrees to promptly pay when due all taxes, local and special assessments and other governmental charges of every type and description that may from time to time be imposed, assessed, or levied against the Property, and to provide Mortgagee with evidence that such taxes, assessments and other governmental charges have been paid in full and in a timely manner. Mortgagor agrees to keep and maintain, and to cause others to keep and maintain, the Property in good order, repair and condition at all times while this Mortgage remains in effect, and 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. Should Mortgagor fail to do what is required of Mortgagor under this Mortgage, Mortgagee shall have the right, at Mortgagee's sole option and without any responsibility or liability to do so, to take such actions on Mortgagor's behalf (including purchasing insurance protecting only Mortgagee's interests in the Property) and/or to cure such default(s) or to cause any default(s) to be cured, whether by making payments on Mortgagor's behalf or by taking such other actions as Mortgagee may deem to be necessary and proper within its sole discretion. All such Additional Advances that Mortgagee may advance on Mortgagor's behalf during the existence of this Mortgage, as well as Mortgagee's additional expenses as further provided under this Mortgage, shall be secured by this Mortgage up to two times the face amount of the Note. Mortgagor agrees to reimburse Mortgagee immediately for all additional sums that Mortgagee may advance for such purposes, together with interest thereon at the rate of 25.000% per annum from the date of each Additional Advance under this Mortgage until Mortgagor repays Mortgagee in full.

**DEFAULT.** Each of the following, at Mortgagee's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Mortgagor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Mortgagor fails to comply with, or perform under the terms and conditions of this Mortgage, or Mortgagor fails to comply with, or perform under the terms and conditions of any other loan or agreement in favor of Mortgagee.

**Default in Favor of Third Parties.** Should Mortgagor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property or ability to repay the Indebtedness or perform Mortgagor's obligations under this Mortgage or any of the Related Documents.

**Receivership.** Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

**Dissolution Proceedings.** Proceedings for the dissolution or appointment of a liquidator of Mortgagor or any guarantor are commenced.

**Insolvency.** Mortgagor or any guarantor becomes insolvent, or applies for bankruptcy or other relief from creditors.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Mortgagor or by any governmental agency against any property securing the Note.

**False Statements.** Any representation or statement made by Mortgagor to Mortgagee is false in any material respect.

**MORTGAGEE'S RIGHTS IN EVENTS OF DEFAULT.** Should one or more Events of Default occur

**COLLATERAL MORTGAGE**  
**(Continued)**

Loan No: 9375013

Page 4

or exist, the Indebtedness Mortgagee shall have the right to accelerate payment of any and all amounts which Mortgagor may owe to Mortgagee under the Indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagee shall have the further right, again at its sole option, to commence foreclosure proceedings under ordinary or executory process, under which Mortgagee may cause the Property to be immediately seized and sold, with or without appraisal, in regular session of court or in vacation, in accordance with applicable Louisiana law.

**EXECUTORY PROCESS.** For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgagee, up to the full amount of the Note in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon, up to a maximum of two (2) times the face amount of the Note. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives the following: (A) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (B) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (C) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (D) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (E) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor further agrees that any declaration of fact made by authentic act before a Notary Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louisiana law and for purposes of La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, to the extent applicable. Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies, whether evidenced by this Mortgage or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

**KEEPER.** Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided in this Mortgage. When there is more than one Mortgagor under this Mortgage, their obligations to Mortgagee shall be on a "solidary" or "joint and several" basis. We further agree that either or any of us, acting alone or with others, may obtain additional loans and other extensions of credit from Mortgagee secured by the pledge of Mortgagor's Note as provided above, without the further necessity that all Mortgagors further agree, concur, or join in each such loan or other extension of credit.

Mortgagor's obligations to Mortgagee under this Mortgage shall not be released should Mortgagor obtain possession of

the aforesaid Note without the Note being marked "PAID" or "CANCELLED." Mortgagor has the right to pledge and repledge the aforesaid Note to Mortgagee and others from time to time, one or more times, at Mortgagor's sole discretion, without in any way extinguishing, releasing, or affecting Mortgagor's obligations under the aforesaid Note or the security of this Mortgage. Mortgagor agrees that any failure or delay on the part of Mortgagee to exercise any of the rights and remedies granted under this Mortgage shall not constitute a waiver of such rights and remedies. Any waiver or forbearance on the part of Mortgagee shall be effective against Mortgagee only if agreed to in writing.

**GOVERNING LAW.** This Mortgage will be governed by federal law applicable to Mortgagee and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Mortgage has been accepted by Mortgagee in the State of Louisiana. Mortgagor's obligations under this Mortgage shall be binding upon Mortgagor's heirs, administrators, executors, successors and assigns, as well as upon any person, firm or corporation subsequently acquiring title to or ownership of the Property, whether in whole or in part. Should there be any change in local, Louisiana or Federal law with regard to taxation of mortgages, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed on Mortgagee as a result of this Mortgage. If any provision of this



**COLLATERAL MORTGAGE**  
**(Continued)**

Loan No: 9375013

Page 5

Mortgage is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the remaining provisions of this Mortgage. The caption headings in this Mortgage are for convenience purposes only and are not to be construed as a summary of each provision of this Mortgage.

**WAIVER OF CERTIFICATES.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

**POSSESSION OF PLEDGED NOTE.** The parties to this Mortgage hereby agree that Mortgagor's possession of the aforesaid Note, at any time and for any reason, shall not have any effect upon the continued validity and/or enforceability of this Mortgage, and that Mortgagor may pledge and repledge the aforesaid Note, from time to time, one or more times, within Mortgagor's sole election and discretion, whether to Mortgagee or to any subsequent holder or holders of the aforesaid Note.

**INTERVENTION.** AND NOW, INTO THIS MORTGAGE INTERVENES  
Shane LaCombe, a resident of Livingston  
Parish/County, LA, who accepts this Mortgage on behalf of Lender and any future holder(s) of the Note.

**ADDITIONAL WAIVERS.** In granting this Mortgage, Mortgagor waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Property to which Mortgagor may be entitled under the laws of the State of Louisiana. Mortgagor is also waiving the production of Mortgage, Conveyance and any and all other Certificates and relieves and releases the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.):

**Additional Advance.** The words "Additional Advance" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

**Borrower.** The word "Borrower" means Live Oak Methodist Church a/k/a Live Oak United Methodist Church and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Encumbrance.** The word "Encumbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the default section of this Mortgage.

**Indebtedness.** The word "Indebtedness" means and includes all amounts identified in the Indebtedness section of this Mortgage.

**Mortgage.** The word "Mortgage" means this Collateral Mortgage as this Collateral Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

**Mortgagee.** The word "Mortgagee" means Iberville Bank, Mortgagee's successors and assigns, and any future holder or holders of the Note or any interest therein.

**Mortgagor.** The word "Mortgagor" means individually, collectively and interchangeably Live Oak Methodist Church a/k/a Live Oak United Methodist Church, as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

**Note.** The word "Note" means the Collateral Mortgage Note as described in the Collateral Mortgage Note section of this Mortgage.

**Property.** The word "Property" means all of Mortgagor's right, title and interest in and to all

COLLATERAL MORTGAGE  
(Continued)

Loan No: 9375013

Page 6

the Property as described in the "Granting of Mortgage" section of this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES:

x Gina H. Strong  
Witness Gina H. Strong

x Michael T. Stelly  
Witness Michael T. Stelly

MORTGAGOR:

LIVE OAK METHODIST CHURCH A/K/A LIVE OAK UNITED  
METHODIST CHURCH

By: Dana W. Rushing  
Dana W. Rushing, Trustee of Live Oak Methodist Church  
a/k/a Live Oak United Methodist Church

By: John M. Hay  
John M. Hay, Trustee of Live Oak Methodist Church  
a/k/a Live Oak United Methodist Church

INTERVENOR ON BEHALF OF MORTGAGEE:

Shane Lacombe  
Shane Lacombe

[Signature]  
NOTARY PUBLIC

LA Bar/Notary ID No. 5253

LAYER PRO Lending, Ver. 1.2.1 © 2014 C-101, Notary Public Solutions, Inc. 11/17/2013 All Rights Reserved. LA 014184AND/ENLUPROG/PC 14 1157 PR 15

A. SHELBY EASTERLY III  
BAR ROLL #5253  
NOTARY PUBLIC  
MY COMMISSION IS FOR LIFE

## Exhibit A

### Live Oak Methodist Church a/k/a Live Oak United Methodist Church

A certain 6.47 acre parcel of ground located in Section 49, T5S-R3E, G.L.D., Livingston Parish, Louisiana, and being more particularly described as follows: Starting at the intersection of the eastern R/W of Hwy 16 with the southern R/W of Hwy 3285 also being the Point of Beginning; thence proceed North 37 degrees 51 minutes 03 seconds East a distance of 139.17 feet; thence North 43 degrees 57 minutes 19 seconds East a distance of 325.80 feet; thence South 27 degrees 07 minutes 19 seconds East a distance of 220.40 feet; thence South 16 degrees 37 minutes 19 seconds East a distance of 764.14 feet; thence North 64 degrees 21 minutes 51 seconds West a distance of 145.92 feet; thence along the arc of a curve to the left having a radius of 75.00 feet, an arc length of 236.04 feet, with a chord bearing of North 72 degrees 18 minutes 06 seconds West, and a chord length of 150.00 feet; thence South 87 degrees 56 minutes 36 seconds West a distance of 60.06 feet; thence North 00 degrees 39 minutes 21 seconds East a distance of 193.29 feet; thence South 87 degrees 55 minutes 51 seconds West a distance of 297.94 feet; thence North 06 degrees 39 minutes 22 seconds East a distance of 7.93 feet; thence along an arc of a curve to the left having a radius of 4653.66 feet, an arc length of 287.03 feet, with a chord bearing of North 00 degrees 18 minutes 05 seconds West, and a chord length of 286.98 feet to the point of beginning;

Being the remainder of the properties acquired by Live Oak Methodist Church a/k/a Live Oak United Methodist Church (1) from Bolden L. Kinchen on February 3, 1941, in Conveyance Book 57, Page 213 and October 13, 1949, in Conveyance Book 69, Page 118; (2) from Larry G. Hatcher on November 25, 1975 in Conveyance Book 206, Page 789, as Entry 111916; (3) that certain 1.035 acre Tract B acquired from Roger M. West, et ux. on November 8, 2001, in Conveyance Book 795, Page 625, as Entry 480084; and (4) that certain Tract X-2 acquired February 2, 2005, from Hancock Bank of Louisiana in Conveyance Book 896, Page 207, as Entry 579678, all of the records of the Clerk and Recorder for the Parish of Livingston, State of Louisiana.

**RESOLUTION OF THE BOARD**  
**LIVE OAK METHODIST CHURCH**

On Motion duly made, seconded, and adopted the 25<sup>th</sup> day of March, 2013:

**BE IT RESOLVED** that the Articles of Organization of this religious corporation be amended to change the name to LIVE OAK UNITED METHODIST CHURCH.

**BE IT FURTHER RESOLVED** that Dana W. Rushing and John M. Hay, Trustees, be and they are hereby authorized to execute an authentic act of amendment to the Articles of Organization and cause the same to be properly filed and recorded with the Office of the Secretary of State, State of Louisiana and the Clerk of the Court and Recorder of Livingston Parish.


**BE IT FURTHER RESOLVED** that the above named officers be and they are hereby authorized and empowered to refinance the construction of the church sanctuary by executing a Collateral Mortgage containing such terms as are usual and ordinary in the amount of \$5,000,000.00 plus interest and pledging the same to Iberville Bank and to execute a Promissory Note payable to Iberville Bank in the amount of TWO MILLION SIX-HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,685,000.00) plus interest to cause payoff of the prior loan being refinanced.

**BE IT FURTHER RESOLVED** that the above named officers be and they are hereby authorized and empowered on behalf of the corporation to sign any other documents necessary to carry out the authority granted in this Resolution to refinance construction of the church sanctuary.

**BE IT FURTHER RESOLVED** that Paul Pendas, Chairman, be and he is hereby authorized to execute a Notice of Change and file same with the Secretary of State naming Dana W. Rushing and John M. Hay as Directors.


**CERTIFICATE**

I, Secretary, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Live Oak Methodist Church at a meeting duly called and held on the 25<sup>th</sup> day of March, 2013, at which meeting a quorum was present and voting.

  
Mary H. Greaud, Secretary

Attest:   
Paul Pendas, Chairman

SWORN TO AND SUBSCRIBED BEFORE ME this 25<sup>th</sup> day of March, 2013.

  
A. Shelby Easterly, III  
Notary Public  
Bar Roll No. 5253



Livingston Parish Recording Page

9375013  
2010000410  
2040000917- AOC

Thomas L. Sullivan Jr.  
Clerk of Court  
PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

Received From :  
EASTERLY LAW OFFICE

First MORTGAGOR  
LIVE OAK UNITED METHODIST CHURCH

First MORTGAGEE  
IBERVILLE BANK

Index Type : Mortgages  
Type of Document : Mortgage

File Number : 842987

Recording Pages : 8

Book : 2298 Page : 13

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Livingston Parish, Louisiana

On (Recorded Date) : 05/05/2015

At (Recorded Time) : 11:01:33AM



Doc ID - 011639250008

CLERK OF COURT  
THOMAS L. SULLIVAN JR.  
Parish of Livingston  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 05/05/2015 at 11:01:33  
Recorded in Book 2298 Page 13  
File Number 842987

Deputy Clerk

AOC

9379617  
also had cmw 5/24/13  
dtd 5/24/13

92,000,000 prom note  
5/5/15 w/ 5th cmw  
9379617 renewed in b  
9381985 Pd out 2020

Return To :

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9379617  
Prum non 82mm.  
5/2/110 - 5/2/117  
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\$10,020.43 0519 per

**U.S. \$5,000,000.00**

**May 5, 2015 .**  
**Denham Springs, LA**

AOC new loan const

ON DEMAND, THE UNDERSIGNED, WHETHER ONE OR MORE, JOINTLY, SEVERALLY AND SOLIDARILY PROMISE TO PAY TO THE ORDER OF BEARER, AT THE OFFICES OF IBERVILLE BANK, DENHAM SPRINGS BRANCH, 1441 SOUTH RANGE AVENUE, P. O. BOX 695, PLAQUEMINE, LA 70765, THE PRINCIPAL SUM OF FIVE MILLION & 00/100 DOLLARS (U.S. 5,000,000.00), FOR VALUE RECEIVED, WITH INTEREST THEREON AT THE RATE OF 18.000 PERCENT PER ANNUM FROM DATE UNTIL PAID.

In case this Note should be placed in the hands of an attorney or attorneys to institute legal proceedings to recover the amount hereof, or any part or parts hereof, in principal or interest, or to protect the interests of the holder hereof, or in case the same should be placed in the hands of an attorney or attorneys for collection, compromise or other action, the undersigned hereby jointly, severally and solidarily bind themselves to pay the fees of the attorney or attorneys who may be employed for that purpose, which fees are hereby fixed at 25.000% of the amount then due and owing under this Note.

The maker(s) of this Note and all endorsers, guarantors and sureties hereon hereby severally waive presentment for payment, notice of nonpayment, protest, notice of protest, and all pleas of division and discussion, and agree that the time of payment hereof may be extended from time to time, one or more times, without notice of such extension or extensions and without previous consent, hereby binding themselves jointly, severally and solidarily, unconditionally and as original promisors, for the payment hereof, in principal, interest, costs and attorneys' fees. Furthermore, no discharge or release of any collateral securing this Note or any delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights, or to otherwise diminish or release such collateral.

This Note is secured by a Collateral Real Estate Mortgage dated May 5, 2015, executed by the undersigned in favor of IBERVILLE BANK, Denham Springs Branch, and any future holder or holders of this Note, with this Note being paraphrased "Na Varietur" for identification with said Collateral Real Estate Mortgage by the Notary Public before whom said Mortgage was passed.

**MAKER:**

LIVE OAK UNITED METHODIST CHURCH

By: James W Otken, Treasurer of Live Oak United Methodist Church

## NE VARIETUR

For Identification with an Act of Collateral Mortgage

passed before me on the 5th Day of May, 2016

**NOTARY PUBLIC**  
**LA Bar/Notary ID No**

5253

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**A. SHELBY EASTERLY III**  
**BARROLL #5253**  
**NOTARY PUBLIC**  
**MY COMMISSION IS FOR LIFE**

9379617 Reversed into  
9381987  
Panel 20 2020

File # 84298-1  
Book: 2298  
Pg. 13

COLLATERAL MORTGAGE

File # 842997  
Book: 2298  
Pg: 13

Mortgagor:	Live Oak United Methodist Church 34890 La Hwy 16 Denham Springs, LA 70706	Mortgagee:	Iberville Bank Denham Springs Branch 1441 South Range Avenue P. O. Box 695 Plaquemine, LA 70765
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COLLATERAL MORTGAGE

UNITED STATES OF AMERICA

BY: Live Oak United Methodist Church

STATE OF LOUISIANA

IN FAVOR OF:

PARISH OF LIVINGSTON

Iberville Bank

And Any Future Holder or Holders

BE IT KNOWN, that on May 5, 2015;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

LIVE OAK UNITED METHODIST CHURCH a religious corporation organized under the laws of the State of Louisiana, appearing through its Treasurer, James W. Otken duly authorized, pursuant to its resolution attached hereto;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

**INDEBTEDNESS.** The word "Indebtedness" as used in this Mortgage means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under a certain commercial loan agreement dated May 5, 2015 and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a promissory note dated May 5, 2015, in the principal amount of \$2,000,000.00, from Mortgagor to Mortgagee, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, as well as Mortgagee's successors or assigns, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, due or to become due, and whether now existing or hereafter arising, of every nature and kind whatsoever.

**COLLATERAL MORTGAGE NOTE.** Desiring to secure the prompt and punctual payment and satisfaction of the present and future indebtedness in favor of Mortgagee Mortgagor executed a certain Collateral Mortgage Note dated May 5, 2015 in the amount of U.S. \$5,000,000.00, payable to the order of BEARER, on demand, at the offices of Mortgagee, which Note stipulates to bear interest at the rate of 18.000 percent per annum from date until paid and is paraphed "Ne Varietur" for identification with this Mortgage by the Notary Public before whom this Mortgage was passed. Mortgagor intends to grant a security interest in and deliver the original of said Note to Mortgagee as the initial Mortgagee under this Mortgage, to secure the prompt

**COLLATERAL MORTGAGE  
(Continued)**

Loan No: 9379617

Page 2

and punctual payment and satisfaction of any and all present and future Indebtedness in favor of Mortgagee and any subsequent holder or holders of said Note, with the continuing preferences and priorities provided under applicable Louisiana law.

**GRANTING OF MORTGAGE.** And now, in order to secure the prompt and punctual payment and satisfaction of the aforesaid Note, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property located in Livingston Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as Tract A 4.09 acres and Tract B 18.89 acres, Denham Springs, LA 70706.

**MORTGAGE SECURING FUTURE NOTE.** The aforesaid Note and this Mortgage have been executed by Mortgagor for the purpose of securing Mortgagor's Note that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Note may be requested or extended.

Mortgagor agrees that the Property is to remain mortgaged to Mortgagee until Mortgagor's Note is returned to Mortgagor by Mortgagee marked "PAID" or "CANCELLED", or until Mortgagor marks the Note "PAID" or "CANCELLED" after it is returned to Mortgagor. Mortgagor agrees that Mortgagor's Property is to remain mortgaged to Mortgagee until all Indebtedness is paid in full and Mortgagee has no further agreement to extend funds to Mortgagor or to others for which Mortgagor may be obligated, and Mortgagee delivers to Mortgagor a written cancellation of this Mortgage. Mortgagor understands that Mortgagor may request Mortgagee to provide such a cancellation instrument which Mortgagor will file to cancel this Mortgage, by writing to Mortgagee at its main office or at another office that Mortgagee tells Mortgagor to write to. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request.

**PROHIBITIONS REGARDING PROPERTY.** So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

So long as this Mortgage remains in effect, Mortgagor agrees not to abandon, or permit others to abandon, or commit waste of, or destroy the Property. Mortgagor further agrees to observe and abide by and to cause others to observe and abide by all laws, rules, regulations and ordinances, as well as all policies of insurance, affecting the Property or its use.

Mortgagor agrees to maintain insurance on the Property at Mortgagor's expense for as long as this Mortgage remains in effect. This insurance is to be in the amounts and of the types required by Mortgagee and must be issued by a financially responsible insurance company or companies acceptable to Mortgagee. Mortgagor agrees to name Mortgagee as a lender loss payee beneficiary under such insurance policies, which must contain noncontributory lender loss payable clauses in Mortgagee's favor and a provision prohibiting the cancellation or alteration of such insurance without at least thirty (30) days prior written notice to Mortgagee. Mortgagor further agrees to provide Mortgagee with originals or certified copies of such insurance policies along with evidence that Mortgagor has paid the policy premiums and all renewal premiums when due. Mortgagor further agrees that Mortgagee shall have the right to directly receive all proceeds payable and unearned premiums under such insurance policies.

COLLATERAL MORTGAGE  
(Continued)

Loan No: 9379617

Page 6

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES:

x Catherine M. Beaman  
Witness Catherine M. Beaman

x Christy Weiser  
Witness Christy Weiser

MORTGAGOR:

LIVE OAK UNITED METHODIST CHURCH

By: James W. Otken  
James W Otken, Treasurer of Live Oak United  
Methodist Church

INTERVENOR ON BEHALF OF MORTGAGEE:

Shane P. LaCombe  
Shane P LaCombe

A. Shelby Easterly III  
NOTARY PUBLIC  
LA Bar/Notary ID No. 5253

A. SHELBY EASTERLY III  
BARROLL #5253  
NOTARY PUBLIC  
MY COMMISSION IS FOR LIFE



# EXHIBIT A

Two certain tracts or parcels of land, together with all buildings and improvements thereon, situated in Section 49, T5S, R3E, G.L.D., Livingston Parish, LA in being more particularly designated as Tract A containing 4.09 acres and Tract B containing 18.89 acres in being more fully shown on that plat entitled "Map Showing Survey of Tract A&B, and Pinewood Park located in Section 49, T5S-R3E, G.L.D., Livingston Parish, LA for Live Oak United Methodist Church" made and prepared by Alvin Fairburn, Jr., P.L.S. dated March 5, 2015, said Tracts A&B having such boundaries, measurements, and dimensions as set forth on such plat.

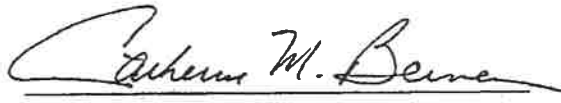
BE IT RESOLVED by Live Oak United Methodist Church, in a Charge Conference held the 22<sup>nd</sup> of February, 2015 at 3:00 p.m. which meeting was called February 12, 2015, for the purpose of discussing and voting on the acquisition of property adjacent to the Church and related matters that:

Live Oak United Methodist Church be authorized, through the signature of Paul E. Pendas, Administrative Board Chairman and James W. Otken, Church Treasurer to contract for and purchase Tracts A and B containing 23.07 acres, more or less, in Section 49, T5S, R3E, G.L.D., Livingston Parish, Louisiana; and

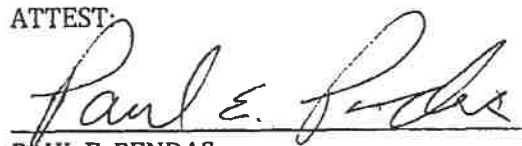
Live Oak United Methodist Church be further authorized through the signature of Paul E. Pendas, Administrative Board Chairman and James W. Otken, Church Treasurer to enter into an Act of Exchange with Pine Wood Park, LLC whereby Live Oak United Methodist Church acquires 12.43 acres from Pine Wood Park, LLC and conveys to Pine Wood Park, LLC a portion of Tracts A and B with improvements constructed by Live Oak United Methodist Church to include fifty-four (54) concrete pads, hook-ups, etc. for mobile home rental spaces, and relocate the present tenants of Pine Wood Park, LLC to the newly constructed facility exchanged to Pine Wood Park, LLC in exchange for the property conveyed to Live Oak United Methodist Church; and

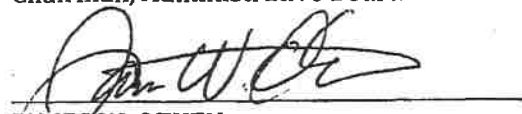
Live Oak United Methodist Church be further authorized to incur up to the sum of \$2 million in additional debt to be used with or in place of existing church funds to accomplish the purchase, acquisition, construction, and exchange described above through James W. Otken, Church Treasurer, acting on behalf of Live Oak United Methodist Church.

The foregoing resolution will be provided to all members in attendance, fully discussed, and the vote properly recorded.

  
Catherine M Bermes, Secretary

ATTEST:

  
PAUL E. PENDAS  
Chairman, Administrative Board

  
JAMES W. OTKEN  
Church Treasurer

## **Withdrawal Agreement - EXHIBIT C**

In compliance with Article 4(b) of the Withdrawal Agreement, Local Church hereby declares and affirms that the following debts, loans, liabilities and other obligations as hereinafter described have been assigned or transferred to its new entity.

LIVE OAK CHURCH has the following debts, loans, liabilities and other obligations:

- The First Bank, 923 South Range Avenue, Denham Springs, LA 70726, Account # 2040000410 and Account #9375013
- Iberville Bank, 1441 South Range Avenue, Denham Springs LA 70726 Loan secured by Collateral Mortgage dated May 24, 2013. A copy of the collateral mortgage is attached as Exhibit B21
- Iberville Bank 1441 South Range Avenue, Denham Springs LA 70726 Loan secured by Collateral Mortgage dated May 15, 2015. A copy of the collateral mortgage is attached as Exhibit B22
- Obligations under the following leases:
  - Leaf Copier Lease. A copy is attached as Exhibit C1.
  - Scott Baily Maintenance Service Agreements. Copy attached as Exhibit C2
  - Cintas Facility Services Rental Agreement. Copy attached as Exhibit C3.

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By: Local Church, Trustee     CARL DELBERT GRIFFIN

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By: Local Church, Authorized Officer     DAVID CLIFFORD ORGES

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By: La. Conference UMC, District Superintendent     JAN HOLLOWAY CURWICK



# EXHIBIT C1

## LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270  
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: Live Oak United Methodist Church		Telephone No: 2256644801		
Billing Address: 34890 LA-16, Denham Springs, LA 70706-8638		Equipment Location (if other than Billing Address): 34890 LA-16, Denham Springs, LA 70706-8638		
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)				
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
	* PLEASE REFER TO SCHEDULE A			
BASE TERM IN MONTHS <u>60</u>	TOTAL NUMBER OF LEASE PAYMENTS <u>60 @ \$1,553.00</u> (plus taxes)	END OF LEASE PURCHASE OPTION		(a) Advance Payment: \$0.00
		<input checked="" type="checkbox"/> Fair market value, plus taxes		(b) Security Deposit: \$0.00
		<input type="checkbox"/> 10% of Equipment cost, plus taxes		(c) Documentation Fee: \$95.00
		<input type="checkbox"/> \$1.00, plus taxes		Total due a + b + c =: \$95.00
(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)				
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. <b>Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.</b>				

In this agreement ("Lease"), "we," "our," and "us" refers to **LEAF Capital Funding, LLC** as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

**1. LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.

**2. DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

**3. INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

**4. LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

**5. LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

**6. NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

**7. INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**8. OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

**9. DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

**10. ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

**11. ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

**12. CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

**13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**

**14. MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Live Oak United Methodist Church		Print Name: _____	Title: _____
X _____	E-Mail Address: _____	Date: _____	
Lessee Authorized Signature	Tax ID Number: _____		
<b>PERSONAL GUARANTY:</b> Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.			
SIGNED X _____	Print Name: _____	E-Mail Address: _____	
Accepted by: <b>LEAF Capital Funding, LLC By:</b>	<b>Title:</b>	<b>Date:</b>	

# EXHIBIT C2



11310 Industriplex Blvd.  
Baton Rouge, La 70809  
(225) 753-9992  
(225) 751-7128 Fax

## MAINTENANCE SERVICE AGREEMENT

Business Name: Live Oak United Methodist Church

Phone#: 225-664-4801

Fax #: 225-664-0703

Billing Address: 34890 LA-16 Denham Springs, LA 70706

Equipment Location Address: Same

Billing Contact Name: Monica Martin

Email: monica@loumc.org

Meter Reading Contact Name: Linda Holdman

Email: linda@loumc.org

Make	Model	Equipment #	Serial #	Beg Meter B/W	Beg Meter Color
Konica Minolta	C308	04991	A7PY017002153	0	0

### Cost Per Copy:

Billed: Monthly Cost Per Copy BW: .01 Color: .05 Minimum Billing: \$50.00 Plus applicable taxes

For the purpose of maintaining the equipment listed above in efficient operating condition, we hereby authorize Scott Baily Enterprises, Inc. to furnish maintenance service, including adjustments on said equipment, subject to the following terms and conditions: The initial term of this agreement shall be NON-CANCELABLE and shall be for a period of (60) months, commencing on the date of signing of this agreement. This maintenance agreement shall be automatically renewed at the then prevailing rate for successive periods of (60) months. This is a full service contract covering all routine maintenance and service, which will be performed by Scott Baily Enterprises, Inc. during its regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. This maintenance agreement includes initial set-up including network connection. Any changes to original network setup resulting in additional network setup will be provided at a discount computer support labor charge. Any machine movement after initial set up will be performed by Scott Baily Enterprises at an additional charge. Scott Baily Enterprises, Inc. shall have the right to read the meter on the equipment, inspect, repair and/or perform whatever maintenance is necessary at any time during the customer's business hours. If it is necessary to remove the equipment from customer's premises, Scott Baily Enterprises, Inc. will provide equipment of comparable quality while the equipment covered under this agreement is being repaired.

Any service work made necessary by the customer's willful act of negligence, including the use of supplies which do not meet the manufacturer's published specifications and which cause abnormally frequent service calls or service problems, or any service work customer may request to be performed outside regular business hours shall be an additional charge invoiced in accordance with the established service policies and price of Scott Baily Enterprises, Inc. The maintenance service agreement is not intended to cover duties normally performed by key operator as outlined in operation manual for said equipment, such as the loading of paper and chemicals; this agreement does ( ☒ ) does not ( ☐ ) include the furnishing of supplies (toner & developer) agreement does ( ☒ ) does not ( ☐ ) include photoreceptor copier drums. Additional supplies, which meet manufacturer's specifications, are available and may be purchased through Scott Baily Enterprises, Inc.

This agreement shall be governed by the laws of the state of Louisiana, and constitutes the entire agreement between the parties, superseding all previous agreements oral or written. No representation or statement not contained herein shall be binding upon Scott Baily Enterprises, Inc., nor shall this agreement be modified or amended unless in writing and signed by an agent of Scott Baily Enterprises, Inc. Scott Baily Enterprises, Inc. reserves the right to terminate the agreement or any renewal thereof.

Executed at Baton Rouge, Louisiana, this 11th day of April, 2019

Monica C. Martin  
(Signed individually (Agent for company))

Monica C. Martin  
Please print or type name.

Notes: 11x17 is two clicks on the office models.

[Signature]  
Agent of Scott Baily Enterprises, Inc.





11310 Industriplex Blvd.  
Baton Rouge, La 70809  
(225) 753-9992  
(225) 751-7128 Fax

## MAINTENANCE SERVICE AGREEMENT

Business Name: Live Oak United Methodist Church

Phone#: 225-664-4801

Fax #: 225-664-0703

Billing Address: 34890 LA-16 Denham Springs, LA 70706

Equipment Location Address: Same

Billing Contact Name: Monica Martin

Email: monica@loumc.org

Meter Reading Contact Name: Linda Holdman

Email: linda@loumc.org

Make	Model	Equipment #	Serial #	Beg Meter B/W	Beg Meter Color
Konica Minolta	C308	04992	A7PY011019256	0	0

### Cost Per Copy:

Billed: Monthly Cost Per Copy BW: .01 Color: .05 Minimum Billing: \$50.00 Plus applicable taxes

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Email: linda@loumc.org

Make	Model	Equipment #	Serial #	Beg Meter B/W	Beg Meter Color
Konica Minolta	C308	05009	A7PY017007168	0	0

### Cost Per Copy:

Billed: Monthly Cost Per Copy BW: .01 Color: .05 Minimum Billing: \$50.00 Plus applicable taxes

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Equipment Location Address: Same

Billing Contact Name: Monica Martin

Email: monica@loumc.org

Meter Reading Contact Name: Linda Holdman

Email: linda@loumc.org

Make	Model	Equipment #	Serial #	Beg Meter B/W	Beg Meter Color
Konica Minolta	C3070L	05013	AAC4011000446	0	0

### Cost Per Copy:

Billed: Monthly Cost Per Copy BW 8 1/2 x 11: .008 Color 8 1/2 x 11: .045 Minimum Billing: N/A Plus applicable taxes  
BW 11 x 17: .012 Color 11x17: .065

For the purpose of maintaining the equipment listed above in efficient operating condition, we hereby authorize Scott Baily Enterprises, Inc. to furnish maintenance service, including adjustments on said equipment, subject to the following terms and conditions: The initial term of this agreement shall be NON-CANCELABLE and shall be for a period of (60) months, commencing on the date of signing of this agreement. This maintenance agreement shall be automatically renewed at the then prevailing rate for successive periods of (60) months. This is a full service contract covering all routine maintenance and service, which will be performed by Scott Baily Enterprises, Inc. during its regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. This maintenance agreement includes initial set-up including network connection. Any changes to original network setup resulting in additional network setup will be provided at a discount computer support labor charge. Any machine movement after initial set up will be performed by Scott Baily Enterprises at an additional charge. Scott Baily Enterprises, Inc. shall have the right to read the meter on the equipment, inspect, repair and/or perform whatever maintenance is necessary at any time during the customer's business hours. If it is necessary to remove the equipment from customer's premises, Scott Baily Enterprises, Inc. will provide equipment of comparable quality while the equipment covered under this agreement is being repaired.

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Executed at Baton Rouge, Louisiana, this 11th day of April, 2019

Monica C. Martin  
(Signed Individually (Agent for company))

Monica C. Martin  
Please print or type name.

Notes:

Agent of Scott Baily Enterprises, Inc.

# FACILITY SERVICES RENTAL AGREEMENT



## EXHIBIT C3

Service Location No. : 0540  
 MLRA/NA : 0210708307 Account Number :  
 Contract No. : Date : 02.23.2021  
 Business Index : Dynamics ID : 001ee071 -cd15 -4b9a -8e42 -e22798b145e2

Customer Name: **Live Oak United Methodist Church** DBA Name: **Live Oak United Methodist Church 34**  
 Delivery Address: **34890 LA-16** Delivery Address Line 2:  
 City: **DENHAM SPRINGS** State / Province: **LA** Zip / Postal Code: **70706** Phone: **(225) 664-4801**

\*This agreement is effective as of the date of execution for a term of 36 months from the date of installation.

## Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
 X84301 X84301-3X5 LOGO MAT	Weekly	4	\$ 2.44 Auto LR :No/ Buy Back : No
 X84401 X84401-4X6 LOGO MAT	Weekly	7	\$ 6.40 Auto LR :No/ Buy Back : No
 X10224 X10224-4X6 XTRAC MAT INGO	Weekly	6	\$ 3.61 Auto LR :No/ Buy Back : No
 X10184 X10184-3X5 ACTIVE SCRAPER	Weekly	13	\$ 2.47 Auto LR :No/ Buy Back : No

## Storage

Charge Description	Per delivery
Shop Towel Container	\$ 0.00
Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spoils.	

## Payment Charges

COD Terms per delivery charge for prior service (If Amount Due is Carried to Following Delivery).

Charge Description	Price
COD Term Charge	\$ 6.00

# Other Charges

Charge Description		
<b>Service Charge</b>		\$ 0.00
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred on that may be incurred in the future by Company.		
<b>Artwork Charge for Logomat</b>		\$ 0.00

# Agreement Provisions

Description	Included: YES/NO
<b>Linen Service</b>	NO
Company will may make periodical physical inventories of items in possession or under control of Customer.	
<b>Customer certifies it IS NOT a federal, state or local government branch or agency</b>	
<b>Other:</b>	



## AGREEMENT TERMS AND CONDITIONS

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company. Any items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means, Customer will pay for said items at the then current replacement values.
4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled products or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. If Company provides floor mats to Customer, Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety locations at its location. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
7. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
8. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
9. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customers' account prior to termination.
10. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 30% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other similar service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended, modified or supplemented by a written document executed by all parties, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Cintas.

14. IF CUSTOMER CHOOSES TO RENT MASKS FROM CINTAS, CUSTOMER ACKNOWLEDGES THAT PURSUANT TO OSHA REGULATIONS, 29 CFR 1910.132 (SUBPART I), AN EMPLOYER BEARS SOLE RESPONSIBILITY FOR SELECTING THE TYPE(S) OF PERSONAL PROTECTIVE EQUIPMENT TO BE USED BY ITS EMPLOYEES. ALL PURCHASERS OF PERSONAL PROTECTIVE EQUIPMENT FROM CINTAS BEAR FULL RESPONSIBILITY FOR SELECTING THE PPE APPROPRIATE FOR USE BY THEIR EMPLOYEES. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE MASKS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE MASKS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

15. IF CUSTOMER CHOOSES TO RENT FLAME RESISTANT FACE, NECK AND HEAD COVERINGS ("FR COVERINGS"), CUSTOMER AGREES IT BEARS SOLE RESPONSIBILITY FOR SELECTING THE FR COVERINGS COVERED BY THIS AGREEMENT AND DETERMINING WHETHER SUCH ITEMS ARE APPROPRIATE FOR USE BY ITS EMPLOYEES AND AGENTS IN THEIR APPLICABLE WORK ENVIRONMENT(S). CUSTOMER ACKNOWLEDGES THAT COMPLIANCE WITH ALL OSHA OR OTHER SIMILAR REGULATIONS OR REQUIREMENTS RELATING TO PERSONAL PROTECTIVE EQUIPMENT IS THE SOLE RESPONSIBILITY OF CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FR COVERINGS. CINTAS MAKES NO REPRESENTATION WHETHER THE FR COVERINGS CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FR COVERINGS' ABILITY TO PROTECT USERS FROM INJURY OR DEATH. CUSTOMER AGREES TO NOTIFY ALL EMPLOYEES AND OTHER AGENTS OF CUSTOMER WHO MAY WEAR OR WILL BE WEARING THE FR COVERINGS THAT THEY ARE NOT DESIGNED FOR SUBSTANTIAL HEAT EXPOSURE OR FOR USE AROUND OPEN FLAMES.

16. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE FR COVERINGS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE FR COVERINGS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

17. By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.

18. By signing the agreement, Customer waives its signature as a requirement for services rendered. Customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If Customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature. Single Invoice: Signature Waived Multiple Invoices: Signature Waived On All Cintas Location No: 0540

19. I agree that I am authorized to sign on behalf of the Live Oak United Methodist Church.

20. This agreement is subject to the terms and conditions set forth in this agreement and subject to Cintas GM approval. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.



02/23/21

Customer

**Chris Lacara**

Manager

Live Oak United Methodist Church

chris@loumc.org

Sales Representative

**David Tabor**

Cintas Corporation