

22-04038

CASH SALE

Sale of Property

by

CRESCENT CITY DEVELOPERS, LLC

to

1005 ELMWOOD LLC

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on the 7th day of June, 2022;

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified in and for the Parish of ORLEANS, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

CRESCENT CITY DEVELOPERS, LLC (TIN XX-XXX0271), a Louisiana limited liability company, domiciled in Orleans Parish, which is represented herein by Terrence Davis, Agent, duly authorized by a Certificate of Authority, which is registered CIN 677313, Orleans Parish, Louisiana;

Mailing address: **PO BOX 24437, NEW ORLEANS, LA 70125**

hereinafter referred to as "Seller," who declared that it does by these presents grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver with all legal warranties as to title only and with full substitution and subrogation in and to all the rights and actions of warranty which, it has or may have against all preceding owners and vendors, unto:

1005 ELMWOOD LLC, (TIN XX-XXX2217), a Louisiana limited liability company, domiciled in the Parish of Orleans, which is represented by DAVID KULICK, Manager, duly authorized by a Certificate of Authority, which is annexed hereto and made a part hereof;

Mailing address: **1900 AMELIA STREET, NEW ORLEANS, LA 70115**

hereinafter referred to as "Purchaser," here present, accepting and purchasing for itself and its heirs and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to wit:

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Fourth District of the City of New Orleans, in Square No. 162, bounded by Camp, Chestnut, Seventh and Eighth Streets, said Lot is designated by the No. 1 of Square No. 162 on a plan drawn by Gilbert & Kelly, Surveyors, dated February 11, 1944, and according to which plan, said lot measures 32' feet front on Seventh Street, by a depth and front on Chestnut Street of 127' 2", having the same depth on the side line towards Camp Street; Lot 1 forms the corner of Chestnut and Seventh Streets.

"AS IS" CLAUSE

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "**AS IS,**" "**WHERE IS**" without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of such properties for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects. The Purchaser takes cognizance of all defects, apparent or not apparent, and does hereby acknowledge that the purchase price of the said property reflects a diminution in price in order to compensate Purchaser for the condition of the improvements, the use of said property as a result of the condition of the improvements, or the waiver of rights described herein.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections that Purchaser, in Purchaser's sole discretion deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence there under.

Purchaser also waives any rights Purchaser may have in redhibition or to a reduction of the purchase price pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's acceptance hereof, Purchaser expressly acknowledges all such waivers, and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive.

TO HAVE AND TO HOLD the above described property unto the said Purchaser, Purchaser's heirs, successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **EIGHT HUNDRED FIFTY THOUSAND AND NO/100 (\$850,000.00) DOLLARS**, which the said Purchaser has well and truly paid, in ready and current money to the Seller who hereby acknowledges the receipt thereof and grant full acquittance and discharge therefor.

The parties hereto waive the production of Mortgage, Conveyance, and Paving Certificates and relieve and release me, Notary, from any responsibility therewith.

The parties hereby waive the production of a current survey and do hereby relieve and release Notary, Michael E. Winters, Katherine L. Winters, Cosima Clements and Winters Title Agency, Inc., from any and all liability in connection therewith, including, but not limited to matters of, access, encroachments, servitudes, legal description, easements, etc., which might result from said nonproduction of survey.

All State, Parish and City taxes up to and including the taxes due and eligible in 2022 are paid, as per Parish and City tax researches. The 2022 taxes have been prorated and are assumed by the Purchaser. The parties acknowledge that the Purchasers at the address set forth above are the proper recipients of all future notices of ad valorem tax bills and special assessments for the above described property, bearing Tax Assessment No. 4-11-2-054-01.

Seller represents and warrants: (1) that no other sale or grant of interest in said property has been, or will be made by Seller, and (2) that said property is not, and will not become subject to any lien or encumbrance by act of omission of Seller, or claim against Seller, except as otherwise noted or excepted.


The masculine pronoun as used herein shall include the feminine; the singular shall include the plural.

THUS DONE AND PASSED, in my office at New Orleans, Louisiana on the day, month and year herein first written above, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:



Printed Name: Elizabeth Charvat



Printed Name: THOMAS O'LEARY

SELLER:

CRESCENT CITY DEVELOPERS, LLC

BY: 

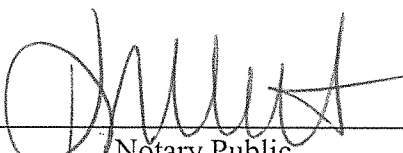
Terrence Davis, Agent

PURCHASER:

1005 ELMWOOD LLC

BY: 

David Kulick, Manager



Notary Public

Katherine L. Winters, 28275
Notary Public in and for the
State of Louisiana.
My Commission is for Life.

Title Ins. Prod.: WINTERS TITLE AGENCY, INC.
Address: 700 DUBLIN STREET
NEW ORLEANS, LA 70118
Prod. Lic. No.: 160805
Title Ins. Underwriter: FIRST AMERICAN TITLE INSURANCE COMPANY
Title Opinion by: Michael E. Winters
LA Bar Roll No.: 13608
Proud Member of LA Land Title Association