

Recording requested by:
Monarch Title, L.L.C.
3700 Orleans Ave., Ste. 105
New Orleans, LA 70119
Tel. (504) 766-7194
File Number: 2022-1068

ACT OF CASH SALE

By:

**CHARLES R. FARRAE AND
BEVERLY VOIRON FARRAE**

To:

DEEMEL PROPERTIES LLC

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that effective as of April 29, 2022, before the undersigned Notary Public, duly commissioned in and for the Parish of Orleans and qualified for the State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

Charles R. Farrae (SSN ***-**-0928) and **Beverly Voiron Farrae** (SSN ***-**-4691), both persons of the full age of majority and residents of Jefferson Parish, Louisiana, both appearing herein through their Agent and Attorney in Fact, Elizabeth LaCombe, pursuant to a Power of Attorney annexed hereto, and said Agent and Attorney in Fact declares that Principals have been married but once and then to each other, and further declares that Principals are alive and well, Principals are not interdict nor bankrupt, and Principal’s mailing address is: 4425 Lefkoe Street, Apt. D, Metairie, LA 70006 (“Seller”);

who, being by me first duly sworn, declared that Seller does, by these presents grant, bargain, sell, convey, transfer, set over, assign, abandon and deliver, all and singular the hereinafter described property, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto:

DEEMEL PROPERTIES LLC (TIN: **-***-062), a Louisiana Limited Liability Company, appearing herein through Melissa Foy, its authorized representative, by virtue of a certificate of authority, an original of which is attached hereto and made a part hereof; mailing address: 4728 Venus Street, New Orleans, LA 70122 (“Purchaser”)

here present and accepting, purchasing for Purchaser, Purchaser’s successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages, thereunto belonging or in anywise appertaining, situated the THIRD DISTRICT of the CITY OF NEW ORLEANS, Parish of Orleans, State of Louisiana, in SQUARE "B" of BOULEVARD HEIGHTS, bounded by Wisteria Street, Iris Street, Gentilly Rad and Franklin Avenue, designated as LOT "E" on a survey made by E.L. Eustis, C.E. &S., dated June 27, 1963 a copy of which is annexed to Act before Bernard Titche, Jr., Notary Public, dated July 31, 1963, according to which said Lot E commences at a distance of 120 feet from the corner of Wisteria and Iris Streets and measures thence fifty five (55') feet front on Wisteria Street, the same width in the rear, by a depth on both side lines of one hundred feet (100').

The improvements bear the Municipal No. 2517 Wisteria Street, New Orleans, LA 70122.

The “Property.”

Subject to:

1. Servitudes, fence misalignments, overhangs, encroachments, setback lines, and rights, interests and/or claims affecting the land, as shown on survey dated June 27, 1963, by E.L. Eustis & Sons, registered in COB 653, page 247.

To have and to hold the Property unto Purchaser, Purchaser's successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of ONE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED AND 00/100 (\$167,400.00) Dollar's cash, which Purchaser has well and truly paid in ready and current money to Seller, and other good and valuable consideration previously given by Purchaser and accepted by Seller, and Seller hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefor.

The Property is sold subject to any and all applicable covenants, conditions, restrictions, servitudes, rights of way, outstanding mineral interests and other matters which may appear in the chain of title of title or elsewhere in the public records of the parish in which the Property is located, the reference to or enumeration of which shall not serve to interrupt or revive prescription thereon, recognize the validity thereof, or acknowledge, ratify or confirm same.

Seller declared that all ad valorem taxes assessed against the Property by the taxing districts have been paid when due, any prorations between parties have been made according to current information from said taxing districts, and any additional prorations due to either party will be made solely by and between Purchaser and Seller with no further accounting, collection or payment due by Monarch Title, L.L.C.

From and after the date of this Act of Cash Sale, Purchaser shall be responsible for all property taxes and assessments. In accordance with La. R.S. 9:2721, from and after the date of this Act of Cash Sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property tax and assessment notices should be mailed to the Purchaser at the address reflected in the Purchaser's appearance.

The parties hereto waive the production of Mortgage, Conveyance and Tax Research Certificates and relieve and release Monarch Title, L.L.C., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection with the non-production of same. The parties hereto acknowledge that a current survey has not been produced in connection with this transaction and relieve and release Monarch Title, L.L.C., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility for fence misalignments, servitudes, rights of way, encroachments, discrepancies in dimensions, rights of parties in possession and any and all other matters which might be disclosed on a current survey. The parties hereto acknowledge that Monarch Title, L.L.C., its members, managers, officers, agents and employees and the undersigned Notary Public have no knowledge of the Property or its condition and/or defects and the parties hereto relieve and release Monarch Title, L.L.C., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all liability in connection with any conditions or defects in the Property. The parties acknowledge that the acts of any such Notary in the preparation and execution hereof do not constitute the expression of any opinion as to the validity of the title to the property herein described. Each party hereto understands and acknowledges that he/she/it could have hired an attorney to represent him/her/it in this transaction, and each party further acknowledges that no legal advice was given by the undersigned in connection with this transaction.

"AS IS"

The Property is sold by Seller to Purchaser "AS IS" without any warranty whatsoever, whether express or implied, including but not limited to any such warranties with respect to fitness for intended purposes or any such warranties against vices and defects, even hidden or latent defects that could not be discovered by an inspection, as well as any mold (toxic or otherwise) and mildew. The foregoing waiver includes but is not limited to a waiver of all rights or remedies on account of redhibitory vices or defects, claims or actions in quanti minoris, or claims or actions for the return of all or any part of the purchase price. Purchaser has had full opportunity to inspect the Property, personally or through experts of the Purchaser's choice. Purchaser and or Purchaser's representatives have fully examined and inspected the Property. Purchaser acknowledges and agrees that Purchaser is satisfied with the condition of the Property in all respects, including but not limited to any visible or hidden termite infestation and resultant damage therefrom, and that same is acceptable to Purchaser "AS IS" and that Purchaser if not relying upon any representation, statements, or warranties that have at any time been made by Seller or Seller's agents as to the physical condition or state of repair of the Property in any respect, and that the purchase prices takes into consideration the condition of the

CERTIFICATE OF AUTHORITY
to Act for
Deemel Properties LLC

Be It Known, that Errol Foy, the sole Manager, Melissa Foy, Member and Daphney Foy, Member, of Deemel Properties LLC (hereinafter "Company"), a Louisiana limited liability company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that the Articles of Organization provide that they hereby authorize and certify the authority of person to act on behalf of said Company, and that they hereby certify that **MELISSA FOY** (the "Authorized Representative"), individually, has the unanimous consent of said manager of said Company, and are authorized to act for and in the name of, said Company to do the following:

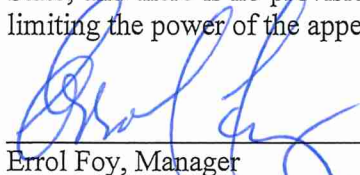
To purchase on behalf of the Company of any and all immovable property on such terms and conditions as the Authorized Representatives may deem beneficial to the Company. In order to accomplish such purposes and for any other purposes, the said Authorized Representatives are hereby authorized and empowered for and on behalf of this Company to borrow any sums of money from any person, firm or corporation willing to lend same, to arrange for the extension or renewal of any indebtedness due by this Company and/or utilize the assets of this Company as security to induce any creditor of this Company not to call any demand notes of this Company. In order to accomplish such purposes and for any other purposes, the said Authorized Representatives are hereby authorized and empowered to enter into agreements to purchase, agreements to sell, execute acts of sale, including but not limited to cash sales, credit sales, sale with mortgages, and further authorized to execute and endorse on behalf of the Company any note or notes payable at such time and bearing such interest, and containing such terms and conditions and provisions, in Authorized Representatives' absolute discretion may deem necessary and advisable, and to execute building contracts, acts of correction, condominium declarations, together with any necessary accompanying documents, partial releases, affidavits of completion, ratifications, acts of correction, and any and all other necessary documents requisite to the purchase, acquisition, mortgage and construction of buildings of any nature as in the absolute discretion of the Authorized Representatives may deem necessary and advisable.

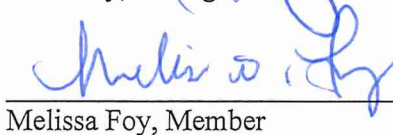
To appear before any Notary Public and execute an act of mortgage, or any act of collateral mortgage in such form and containing such terms and conditions as Authorized Representatives in their absolute discretion may deem necessary and advisable, including without limitation of a waiver of appraisalment, *pact de non aliendo*, confession of judgment and the usual Louisiana security clauses, bearing against any properties standing of record in the name of the Company, located in the State of Louisiana and elsewhere.


To execute any and all notes, documents or other instruments in writing, and to pledge, pawn and hypothecate such note or notes or any notes secured by mortgage or collateral mortgage to secure any other note executed for, or on behalf of, this Company, to obtains such loans; to pledge, pawn and hypothecate any and all other securities belonging to this Company as in Authorized Representatives' absolute discretion may be deemed necessary and advisable and which may be required by any person, firm, or company as security for any indebtedness so created by said agents in accordance herewith, or prior existing indebtedness of this Company.

The Authorized Representative, jointly, are authorized to sign all documents, or every kind whatsoever, for, and in the name of the Company and to take all such actions in its name as may be necessary to accomplish the authority expressed above, and to pay and discharge any and all charges, expenses and encumbrances in connection therewith. The Company hereby ratifies and confirms all actions of Authorized Representatives and relieves Authorized Representatives of rendering an accounting.

The Company is duly organized and existing under the laws of the State of Louisiana; all franchise and other taxes required to maintain its existence have been paid when due and that no such taxes are delinquent; no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; it is duly qualified to do business in the State of Louisiana and is in good standing with such State; and there is no provision in the Articles of Organization or Operating Agreement of the Company limiting the power of the appearer to execute this certificate of authority.


Errol Foy, Manager
4-29-2022
Date


Melissa Foy, Member
4/29/2022
Date


Daphney Foy, Member
4-29-2022
Date

LIMITED POWER OF ATTORNEY TO SELL IMMOVABLE PROPERTY

Before me, the undersigned authority, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared the hereinafter named and undersigned Principal, who declared under oath that Principal is of legal age and Principal's marital status is as hereinafter set forth, and further that Principal does by these presents make, name, ordain, constitute and appoint

Elizabeth LaCombe

as Principal's true and lawful Agent and Attorney in Fact, (hereinafter sometimes "Agent"), a person of the full age of majority, hereby giving and granting unto Agent full power and authority, to act for Principal and in Principal's name, place and stead, to do and perform all the things and acts specified in the following paragraphs.

Principal authorizes and empowers Agent to take any and all actions necessary, on such terms as Agent, in Agent's sole discretion, deems fit and proper, necessary to sell the hereinafter described property, with full and general warranty of title and with full substitution and subrogation in and to all rights and actions of warranty which Principal has or may have against all preceding owners and vendors, unto any person, firm, corporation, association or other legal entity willing to buy the same, all of Principal's right title and interest in and to the hereinafter described real estate, subject to any and all applicable restrictions, conditions, servitudes, rights-of-way, outstanding mineral interests and other matters which may appear in the chain of title or elsewhere in the public records of the Parish where the property is located, the reference to or enumeration of which shall not serve to interrupt or revive prescription thereon, recognize the validity thereof or acknowledge, ratify or confirm same, for such price and on such terms and conditions as Agent may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price.

Principal further authorizes and empowers Agent to execute any document, deed, note, contract, agreement to purchase or sell real estate, listing agreement, amendments, addendums, and extensions thereto, acts of correction and/or ratification, releases, partial releases, affidavits of completion, together with any necessary accompanying documents, application or other agreement, of any kind, and to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this Power of Attorney is granted, as fully and with like effect as if Principal had been personally present and had executed any such document, done any such thing, performed any such act, Principal hereby ratifying and confirming any and all things done by Agent and adopting them as Principal's own act and deed.

Principal further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed to effectuate the purposes hereof and to validate all things done by Agent. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

Principal hereby relieves Agent of the obligation of rendering an accounting. Further, this Power of Attorney shall not be affected by subsequent disability or incapacity of Principal.

Name, residence and marital status of Principal:

CHARLES R. FARRAE (SSN: ***-**-0928) a married person of the full age of majority and resident of Jefferson Parish, Louisiana, who declares that he has been married but once to Beverly Voiron Farrae, with whom he is living and residing, and **BEVERLY VOIRON FARRAE** (SSN: ***-**-4691) a married person of the full age of majority and resident of Jefferson Parish, Louisiana, who declares that she has been married but once to Charles R. Farrae, with whom she is living and residing, their mailing address is 4425 Lefkoe Street, Metairie, LA 70006.

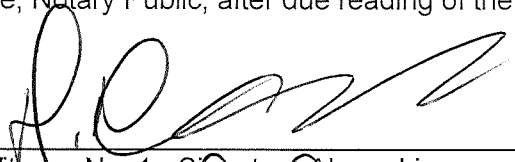
Description of real estate forming the subject of this power of attorney:


A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages, thereunto belonging or in anywise appertaining, situated the THIRD DISTRICT of the CITY OF NEW ORLEANS, Parish of Orleans, State of Louisiana, in SQUARE "B" of BOULEVARD HEIGHTS, bounded by Wisteria Street, Iris Street, Gentilly Rad and Franklin Avenue, designated as LOT "E" on a survey made by E.L. Eustis, C.E. &S., dated June 27, 1963 a copy of which is annexed to Act before Bernard Titche, Jr., Notary Public, dated July 31, 1963, according to which said Lot E commences at a distance of 120 feet from the corner of Wisteria and Iris Streets and measures thence fifty five (55') feet front on Wisteria Street, the same width in the rear, by a depth on both side lines of one hundred feet (100').

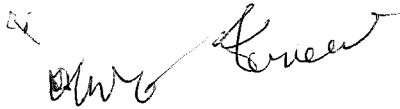
The improvements bear the Municipal No. 2517 Wisteria Street, New Orleans, LA 70122.

[Signature Page Follows]

THUS DONE AND PASSED, in the Parish/County of Orleans, State of Louisiana, on the 23rd day of March 2022, in the presence of the undersigned competent witnesses, who have hereto signed their names with said Principal and me, Notary Public, after due reading of the whole.

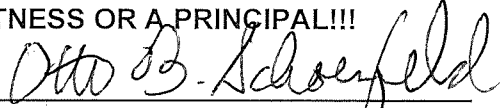

Witness No. 1 - Signature Above Line
Print Name → R. Davis


Witness No. 2 - Signature Above Line
Print Name → Matthew Foltz


Charles R. Farrae
Principal


Beverly Voiron Farrae
Principal

NOTARY CANNOT BE A WITNESS OR A PRINCIPAL!!!


Notary Signature Above Line
NOTARY PUBLIC
Notary Printed Name: Otto B. Schoenfeld
Notary ID No.: # 11814
My Commission Expires: AT DEATH

OTTO B. SCHOENFELD
NOTARY PUBLIC
MY COMMISSION EXPIRES AT MY DEATH.
LOUISIANA BAR # 11814

Property.

Further, Purchaser acknowledges that Seller shall not be liable for any visible or hidden water damage and resultant damage therefrom, any visible or hidden lead-based paint, and any visible or hidden mold (toxic or otherwise) or mildew and resultant damage therefrom, 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. An information pamphlet regarding common mold related hazards that can affect real property is available at the United States Environmental Protection Agency ("EPA") website: www.epa.gov/faq/molds/index.html. By initialing this "AS IS" Section, Purchaser acknowledges that Purchase has been provided with the EPA website enabling Purchaser to obtain information regarding common mold hazards.

Seller and Purchaser hereby acknowledge and recognize that this sale is in an "AS IS" condition and accordingly, Purchaser does hereby relieve and release Seller and all previous owners thereof from any and all claims for any vices or defects in the Property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code articles 2541, et seq., as same may apply to the Property.

Ed
Seller
Initials

Ed
Seller
Initials

[Signature]
Purchaser
Initials

Purchaser
Initials

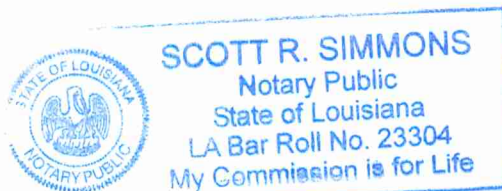
THUS DONE AND PASSED at City of New Orleans, Parish of Orleans, State of Louisiana, 11TH day of May, 2022, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Seller and Purchaser, and me, Notary, after reading of the whole.

[Signature]
Witness No. 1 - Signature Above Line
Print Name → Tricia Caron

[Signature]
Charles R. Farrae and Beverly Voiron Farrae
(Sellers)
By: Elizabeth LaCombe
Its: Agent & Attorney in Fact

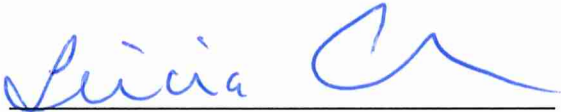
[Signature]
Witness No. 2 - Signature Above Line
Print Name → Lindsay Socie

[Signature]
Scott R. Simmons, #23304
NOTARY PUBLIC

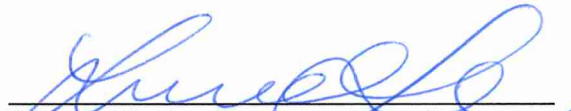


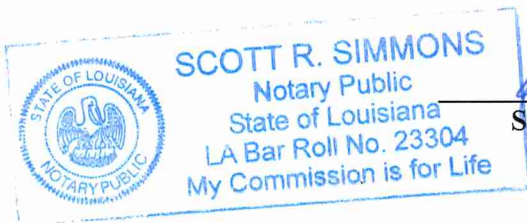
THUS DONE AND PASSED at City of New Orleans, Parish of Orleans, State of Louisiana, 12th day of May, 2022, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Seller and Purchaser, and me, Notary, after reading of the whole.

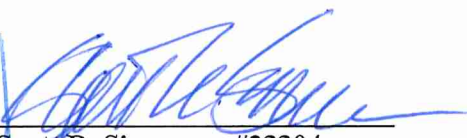
DEEMEL PROPERTIES LLC


Witness No. 1 - Signature Above Line
Print Name → Tricia Caron


By: Melissa Foy
Its: Authorized Representative


Witness No. 2 - Signature Above Line
Print Name → Lindsay Socie




Scott R. Simmons, #23304
NOTARY PUBLIC

Title Insurance Producer: Monarch Title, L.L.C.
Address: 3700 Orleans Avenue, Suite 105, New Orleans, LA 70119
Prod. Lic. No.: 818335
Title Insurance Underwriter: Fidelity National Title Insurance Company
Title Opinion: Michael J. Veters