

FILED BY: Bayou Title, Inc.  
8020 Crowder Blvd.  
New Orleans, LA 70127  
(504)242-7882  
NO0161-21

### ACT OF CASH SALE

BE IT KNOWN, that on this 11th day of May, 2021, before me, the undersigned, a Notary Public, duly commissioned in the Parish and State listed below, and in the presence of the undersigned competent witnesses, personally came and appeared:

**THE LIVING ROCK MISSIONARY BAPTIST CHURCH** (Tax ID# 52-2159661), a Louisiana Non-Profit Religious Corporation, organized and existing under the laws of the State of Louisiana, duly registered with the Secretary of State of Louisiana as Charter Number 34758448W on 03/15/1999, represented herein by Rev. Leonard Vincent, Sr., its Registered Agent, by virtue of the Act of Corporate Resolution, the original of which is attached hereto and made a part hereof, with a mailing address of 5300 SAINT ANTHONY AVENUE, New Orleans, LA 70122 ("Vendor"),

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

**J BERNARD INVESTMENTS LLC** (Tax ID# 82-5078730) a Louisiana Limited Liability Company, organized and existing under the laws of the State of Louisiana, duly registered with the Secretary of State of Louisiana as Charter Number 43015706K on 04/06/2018, represented herein by **CRYSTAL BERNARD** and **JONAH BERNARD**, its Managers, with a mailing address of 7510 BRANCH DRIVE, New Orleans, LA 70128 ("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:

TWO CERTAIN LOTS OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the THIRD DISTRICT of the City of New Orleans in that part thereof known as Orangedale Subdivision, in SQUARE NO. 3, which square is bounded by Mound Street, Wilson Avenue and St. James Street, and the east line of the property, said lots are designated as Lot Nos. 30 and 31 which lots adjoin each other and measure each 25' front on Wilson Avenue, same width in the rear, by a depth of 160' between equal and parallel lines. Lot No. 31 forms the corner of Wilson Avenue and St. James Street.

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

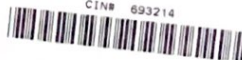
This sale is made and accepted for and in consideration of the price and sum of **Fifteen Thousand And No/100 (\$15,000.00) DOLLARS** cash, which Purchaser has well and truly paid, in ready and current money, to Vendor, who hereby acknowledges the sufficiency and receipt thereof and grants full acquittance 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 or elsewhere in the public records of Orleans Parish, Louisiana, including without limitation of the following:

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.

All ad valorem taxes due the Parish of Orleans up to and including the taxes due and payable in the year 2021 have been paid. The responsibility for the adjustment of any tax proration is assumed by Vendor and Purchaser. The responsibility for the application for a homestead exemption and/or the payment of taxes due in the year 2022 and all future years is assumed by Purchaser.

Chelsey Richard Napoleon  
CLERK OF CIVIL DISTRICT COURT  
INST # 2021-21146 DS/17/2021 12 20 17 PM  
TYPE S S PG(S)  
CIN# 693214



Vendor and Purchaser acknowledge that the Conveyance and Mortgage Certificates are open, undated and unsigned and relieve and release Bayou Title, Inc., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection therewith. Vendor and Purchaser waive the production of Mortgage, Conveyance and Tax Research Certificates and the relieve and release Bayou Title, Inc., 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.

Vendor and Purchaser acknowledge that a current survey has not been produced in connection with this transaction and relieve and release Bayou Title, Inc., 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.

Vendor and Purchaser covenant and agree that the Property and all buildings, improvements and component parts thereon, and plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances and all other items located on or in the Property are conveyed by Vendor and accepted by Purchaser "AS IS, WHERE IS", and "WITH ALL FAULTS," without any warranty of any kind whatsoever, even as to metes and bounds, the operation or suitability of such property for the use intended by purchaser, and without regard to the presence of apparent or hidden defects and with purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by the reason of any such defects. Purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, 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. Without limiting the foregoing, purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any representation or warranty as to, and purchaser expressly waives any warranty as to: (a) the quality, nature, adequacy or physical condition of the property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, hvac, plumbing, sewage or utility systems, facilities or appliances at the property, if any; (b) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Property; (c) the existence, quality, nature, adequacy or physical conditions of any utilities serving the property, or access thereto; (d) the development potential of the Property or its habitability, marketability, fitness, suitability or adequacy for any particular purpose; (e) the zoning classification, use or other legal status of the Property; (f) the property's, or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, setback requirements, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (g) the quality of any labor or materials relating in any way to the property; or (h) the nature, status and extent of any right of way, servitude, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property. Purchaser has had full, complete and unlimited access to the property for all tests and inspections which Purchaser, in Purchaser sole discretion, deems sufficiently diligent for the protection of Purchaser's interests. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by LSA - C.C. art. 2475, any other applicable state or federal law and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction of the purchase price pursuant to LSA - C.C. arts. 2520 through 2548, inclusive, in connection with the property. Purchaser declares and acknowledges that these waivers have been brought to Purchaser's attention and explained in detail and that Purchaser has voluntarily and knowingly consented to these waivers. By its signature, purchaser expressly acknowledges all such waivers. Without limiting the foregoing, purchaser releases Vendor from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (claims) arising from or related to (a) any defects, errors or omissions in the design or construction of the property, whether the same are a result of negligence or otherwise; (b) other conditions (including environmental conditions) affecting the property, patent or latent, whether the same are as a result of negligence or otherwise; (c) Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the property and/or certificates of compliance for the property; (d) the actual or potential income or profits to be derived from the Property, or (e) the real estate taxes or assessments now or hereafter payable thereon. The release set forth in this paragraph specifically includes any claims under any environmental laws, under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), or with respect to any environmental risk. "Environmental laws" include without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §110, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §260,1 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. §651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Safe Drinking Water Act (42 U.S.C. §300, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), the Louisiana Environmental Quality Act (LSA -R.S. 30:2001, et seq.) and the Superfund Amendment and Reauthorization Act, as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this act. "Environmental risk" consists of any risk to persons or the environment, including without limitation (a) the presence of any friable, damaged asbestos upon the property; and/or (b) the release or discharge of any "hazardous substance" or "hazardous waste"



**CORPORATE RESOLUTION  
OF  
THE LIVING ROCK MISSIONARY BAPTIST CHURCH**

At a meeting of the Board of Directors of this Corporation, held on the 29<sup>th</sup> March 2021 at its domicile, after due notice, with all members present and voting, the following resolution was adopted unanimously:

BE IT RESOLVED, That **REV. LEONARD VINCENT, SR.**, is hereby authorized and empowered for and on behalf of this Corporation, (1) to transfer, sell, alienate, or otherwise dispose of any property or properties owned by this Corporation, in whole or in part, to any person, firm or corporation, for such price, on such terms and conditions, that the said officer may deem fit and proper;

BE IT FURTHER RESOLVED, that the said officer(s) be and they are hereby authorized to sign and execute on behalf of this Corporation the act of sale, any and all notes, mortgages, and other instruments, including notarial acts, and all other documents in order to carry out the purpose of this resolution; to receive as well as to pay the cash consideration of sales and purchases; to grant mortgages and vendor's liens; as well as to do any and all other things, which in their sole discretion they may deem fitting or proper in order to carry out this resolution; and to appear before any Notary Public to carry out these purposes. The vendor's liens and mortgages herein authorized shall contain all required security clauses, including confession of judgment, waiver of appraisalment.

I, the undersigned Secretary of this Corporation, do hereby certify that the above and foregoing is a true and correct copy of a resolution taken from the minutes of a meeting of the Board of Directors of this Corporation, held at the domicile of the Corporation, with all members present and voting which is in force and has never been revoked or rescinded.

Witness my signature this 29<sup>th</sup> day of March, 2021.

THE LIVING ROCK MISSIONARY BAPTIST CHURCH

BY:   
PAMELA ANN VINCENT, SECRETARY

(as defined by any environmental laws) onto or from the property of such a nature or to such an extent as to require clean-up under applicable law.

**Purchaser(s):**

J BERNARD INVESTMENTS LLC

BY: 

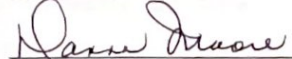
JONAH BERNARD  
MANAGER

BY: 

CRYSTAL BERNARD  
MANAGER

**THUS DONE AND PASSED** In my office in Orleans Parish, Louisiana, on the day, month and year herein above first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with Vendor and Purchaser and me, Notary Public, after due reading of the whole.

**WITNESSES:**



Print Name: Danna Moore



Print Name: TALA SHEPARD

**VENDOR(S):**

THE LIVING ROCK MISSIONARY BAPTIST  
CHURCH

BY: 

REV. LEONARD VINCENT, SR.  
AGENT

**PURCHASER(S):**


J BERNARD INVESTMENTS LLC

BY: 

JONAH BERNARD  
MANAGER

BY: 

CRYSTAL BERNARD  
MANAGER

  
Notary Public



NEIL LEVITH, #08681  
NOTARY PUBLIC  
STATE OF LOUISIANA  
PARISH OF JEFFERSON  
My Commission Expires Upon Death

Title Ins. Prod.:	Bayou Title, Inc.
Address:	8020 Crowder Blvd., New Orleans, LA 70127
Prod. Lic. No.:	257049
Title Ins. Underwriter:	WFG National Title Insurance Company
Title Opinion By:	THOMAS G. DONELON
	LA Bar Roll No.: 04999



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*[Handwritten Signature]*

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