

Crescent Title, LLC
7835 Maple Street
New Orleans, LA 70118
File No.: 225086

CASH SALE

Sale of Property

by:

Adam Patrick Massey

to:

1117 Pine LLC

***United States of America
State of Louisiana
Parish of Orleans***

BE IT KNOWN That on this 28th day of
September, 2022

BEFORE ME, Robert J Bergeron, the
undersigned notary public, duly commissioned
and qualified, in and for the Parish of Orleans
and in the presence of the witnesses hereinafter
named and undersigned.

Personally Came and Appeared,

Adam Patrick Massey (SS# XXX-XX-3313), a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana, who declared before me, Notary, that he has been married once and then to Molly Marie Gattuso, from whom he was divorced and that he has not since remarried.

MAILING ADDRESS: 935 Gravier Street Unit 1250, New Orleans, LA 70112

Who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties as to title only, but with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto,

1117 Pine LLC (Tax ID# XX-XXX2731), a Louisiana Limited Liability Company organized and existing under the Laws of the State of Louisiana, pursuant to Articles of Organization registered with the Secretary of State, represented herein by Doug Cloninger, Agent, pursuant to an Authorization, an original of which is annexed hereto and made a part hereof.

MAILING ADDRESS: 190 Sperry Road, Bethany, CT 06524

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

"Description of Property"

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the SIXTH DISTRICT of the City of New Orleans, State of Louisiana, in SQUARE NO. 7 of FRIBURG, bounded by Pine, Zimple, Broadway and Oak Streets, which said Lot of ground is designated as LOT "E" and commences at a distance of 120 feet from the corner of Pine and Zimple Streets and measures thence 36 feet front on Pine Street, same width in the rear, by a depth of 120 feet between equal and parallel

lines. All in accordance with a plan of survey by Gilbert, Kelly and Couturie, Inc., Everett V. Trolglo, Jr., Land Surveyor, dated May 4, 2004, for reference.

Improvements thereon bear the Municipal No. 1117 Pine Street (f/k/a 1117-19 Pine Street), New Orleans, LA 70118.

Being the same property acquired by Adam Patrick Massey by act dated July 9, 2010, registered in CIN 459495; further interest acquired by act dated December 22, 2017, registered in CIN 630482, Orleans Parish, Louisiana.

PURCHASER(S) herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2023 bearing Tax Assessment No. 6-15-3-083-05 are to be forwarded to:

1117 Pine LLC
190 Sperry Road, Bethany, CT 06524

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of ways and outstanding rights of record which might be shown on a current survey of the property.
2. Servitude of Common Drive as shown on a survey by Sterling Mandle, Land Surveyor, dated 7/20/1979, created by an act dated October 27, 1938, and registered in COB 495, folio 689, established for the use of Lot "E" and the adjoining Lot "D" on the Oak Street side of Lot "E", measuring 7 feet, 3 inches, 5 lines, by 120 feet in depth between equal and parallel lines and is composed of 3 feet, 8 inches, 1 line of Lot "E" and 3 feet, 7 inches, 4 lines of Lot "D".

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

See WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM attached hereto and made a part hereof.

To have and to hold the above described property unto the said purchaser(s) themselves, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Five Hundred Forty-Five Thousand And No/100 Dollars (\$545,000.00) which the said purchaser(s) have well and truly paid, in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

All State and City taxes up to and including the taxes due and exigible for the current tax year are paid as per a research of the tax rolls for the year 2022. The 2022 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.

By reference to the certificates of the Conveyance and Mortgage records in and for the Parish of Orleans, it does not appear that said property has been heretofore alienated by the Vendor or that it is subject to any unpaid encumbrances whatsoever.

Vendor is bound and obligated to have cancelled and erased immediately any inscriptions that may appear that would adversely affect the title to the herein described property.



WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM

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 the property 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.

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 the 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 which 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 vices and 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 thereunder.

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



Adam Patrick Massey

1117 Pine LLC

BY: 

Doug Cloninger
Agent

Thus Done and Passed, in my office in New Orleans, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

WITNESSES:


SIGN

PRINT



Neil Jonathan Mabo

SIGN

PRINT


Olivia Wheadon

SELLER(S):



Adam Patrick Massey

PURCHASER(S):

1117 Pine LLC

BY:


Doug Cloninger
Agent


Notary Public

Robert J. Bergeron
Attorney/Notary Public
State of Louisiana
Notary ID# 20697
Commission expires with life

Title Ins. Prod.: Crescent Title, LLC
Address: 7835 Maple Street, New Orleans, LA 70118

Prod. Lic #: 300974

Title Ins. Underwriter: Stewart Title Guaranty Company

Title Opinion by: Richard A. Hammel

La Bar Roll #: 06475