

CASH SALE

Sale of Property

by

SIIRI WEIDENBACHER QUICK
wife of/and
LEONARD C. QUICK

to

THOMAS PORTER TRIMBLE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that on the 15TH day of DECEMBER, 2021;

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

PERSONALLY CAME AND APPEARED:

SIIRI WEIDENBACHER QUICK (SSN XXX-XX-3690), wife of/and LEONARD C. QUICK (SSN XXX-XX-1956), both persons of the full age of majority and residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared under oath to me, Notary, that they have been married but once and then to each other and are presently living and residing together

Mailing Address: 10 Crystal Lake Lane, Mandeville, LA 70471

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

THOMAS PORTER TRIMBLE (SSN XXX-XX-2784), a person of the full age of majority and resident of and domiciled in the County of Harris, State of Texas, appearing herein through FRANK CLARK, as his Agent and Attorney-in-Fact, by virtue of a Power of Attorney dated December 9, 2021, the original of which is annexed hereto and made a part hereof, and here the Agent declared unto me, Notary, that his Principal is alive, competent, not in bankruptcy, and said procuration has not been revoked or amended, further that his Principal has been married but once and then to Ashley LeGros who predeceased him, and he has not since remarried

Mailing Address: 1202 Perdenalas Trail, Westlake, TX 76262

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

ALL THAT CERTAIN PIECE OR PARCEL OF LAND together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in LEWISBURG SUBDIVISION,

[Faint mirrored text from the reverse side of the page, including "Notary Public, State of Louisiana" and "Thomas Porter Trimble, Agent"]

St. Tammany Parish 88
Instrmnt #: 2306089
Registry #: 2813946 jlr
12/17/2021 8:41:00 AM
MB CB X MI UCC

being described as LOTS 27-A, 27-B and 28-A, as per the plan of resubdivision of a portion of Lots 27 and 28, Lewisburg Subdivision into Lots 27A, 27-B and 28-A, Lewisburg Subdivision, by D & S Surveyors, Inc., dated January 8, 2001, filed for registry March 12, 2001 in the Office of the Clerk of Court for St. Tammany Parish as Map File No 1901, and being described as follows, to-wit:

LOTS 27-A, 27-B and 28-A, LEWISBURG SUBDIVISION, ST. TAMMANY PARISH, LOUISIANA.

Improvements thereon bear the Municipal No. **100 Mulberry Avenue, Mandeville, Louisiana 70471.**

Being the same property acquired by Siiri Weidenbacher Quick, wife of/and Leonard C. Quick from Raymond J. Brandt by Cash Sale dated December 28, 2016, before Jonathan H. Jacobs, Notary Public, filed for record December 29, 2016 under CIN 2048714; corrected by Act of Correction filed January 20, 2017 under CIN 2050799 in the official records of St. Tammany Parish, Louisiana.

AND

ALL THAT CERTAIN PIECE OR PARCEL OF LAND together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in LEWISBURG SUBDIVISION, and said parcel is shown as 25 foot by 191.80 foot road on the resubdivision plat of a portion of Lots 27 and 28 by D & Surveyors, Inc., dated January 8, 2001, filed for registry March 12, 2001 in the Office of the Clerk of Court for St. Tammany Parish, as Map File No. 1901, and being described as follows, to-wit:

Commencing at the southwest corner of the intersection of Copal Street and Mulberry Street, thence proceed South 975.50 feet to the Point of Beginning; thence continue South a distance of 25.00 feet; thence North 88 degrees 44 minutes 35 seconds West, a distance of 191.80 feet; thence North a distance of 25 feet; thence South 88 degrees 44 minutes 35 seconds East, a distance of 191.80 feet to the Point of Beginning.

Being the same property acquired by Siiri Widenbacher Quick, wife of/and Leonard C. Quick from Matthew Wesley Burkel by Cash Sale dated June 28, 2018, accepted July 2, 2018 before Jonathan H. Jacobs, Notary Public, filed for record July 3, 2018 under CIN 2117091 in the official records of St. Tammany Parish, Louisiana.

THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Restrictive covenants, leases, building restrictions, setback requirements and servitudes and any other limitations, covenants, requirements or restrictions as may be contained in the public records and/or plan of subdivision or resubdivision, being Map File No. 1901, but deleting any covenant, condition or restriction, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that such covenants, conditions or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.
2. Right of Way in favor of CLECO filed at COB 909, folio 303
3. Overhead power line, asphalt drive and two 15' easements, as shown on resubdivision map filed at Map File No. 1901.
4. Servitude established by Paul Gasser, dated June 2, 2003, filed at CIN 1370322, as amended July 2, 2004, at CIN 1442496.
5. Servitude dated August 27, 1925, filed at COB 90, folio 68
6. Ownership of any portion of subject property line below the high watermark of or submerged or directly overflowed by Lake Pontchartrain.
7. Any right of public use to the shores of Lake Pontchartrain
8. Any changes in the dimensions of the subject property caused by accretion or dereliction to the shoreline of Lake Pontchartrain.

POWER OF ATTORNEY TO
PURCHASE REAL ESTATE

STATE OF LOUISIANA §

PARISH OF ST. TAMMANY §

BE IT KNOWN, that on this 9 day of DECEMBER, 2021;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the above County/Parish and State, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED

Tarrant
THOMAS PORTER TRIMBLE (SSN XXX-XX-2784), a person of the full age of majority and resident of and domiciled in the County of ~~Parish~~ ^{Tarrant} Tarrant, State of Texas, who declared under oath to me, Notary, that he has been married but once and then to Ashley LeGros who predeceased him and he has not since remarried, and whose mailing address is 1202 Perdenalas Trail, Westlake, TX 76262 (hereinafter referred to as "Appearer"),

who declared that Appearer does, by these presents, makes, constitutes and appoints FRANK CLARK a person of the full age of majority and resident of the State of Louisiana, to be his true and lawful agent and attorney-in-fact (hereinafter referred to as "Agent"), granting unto the said attorney full power and authority for him, in his name and on his behalf, to purchase with all legalities and warranties and with full warranty, against all preceding vendors and other warrantors, and for such price and on such terms and conditions as said Agent and Attorney-in-Fact may deem best, the following described property, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in LEWISBURG SUBDIVISION, being described as LOTS 27-A, 27-B and 28-A, as per the plan of resubdivision of a portion of Lots 27 and 28, Lewisburg Subdivision into Lots 27A, 27-B and 28-A, Lewisburg Subdivision, by D & S Surveyors, Inc., dated January 8, 2001, filed for registry March 12, 2001 in the Office of the Clerk of Court for St. Tammany Parish as Map File No 1901, and being described as follows, to-wit:

LOTS 27-A, 27-B and 28-A, LEWISBURG SUBDIVISION, ST. TAMMANY PARISH, LOUISIANA.

AND

ALL THAT CERTAIN PIECE OR PARCEL OF LAND together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in LEWISBURG SUBDIVISION, and said parcel is shown as 25 foot by 191.80 foot road on the resubdivision plat of a portion of Lots 27 and 28 by D & S Surveyors, Inc., dated January 8, 2001, filed for registry March 12, 2001 in the Office of the Clerk of Court for St. Tammany Parish, as Map File No. 1901, and being described as follows, to-wit:

Commencing at the southwest corner of the intersection of Copal Street and Mulberry Street, thence proceed South 975.50 feet to the Point of Beginning; thence continue South a distance of 25.00 feet; thence North 88 degrees 44 minutes 35 seconds West, a distance of 191.80 feet; thence North a distance of 25 feet; thence South 88 degrees 44 minutes 35 seconds East, a distance of 191.80 feet to the Point of Beginning.

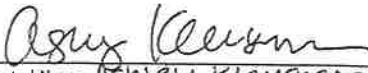
Improvements thereon bear the Municipal No. 100 Mulberry Avenue, Mandeville, Louisiana 70471.

Appearer further declares that Agent is hereby authorized to incorporate in said instruments such terms, conditions and agreements as said Agent shall deem meet in Agent's own sole and uncontrolled discretion, to sign all papers, sales, documents and acts necessary in order to purchase Appearer's interest in the hereinabove described property, to receive and receipt for the proceeds of said sale and to do any and all things the said Agent, in his sole uncontrolled discretion, deems necessary or proper in connection therewith.

Appearer does further declare that he does hereby give and grant unto Agent full and complete power to perform any and all acts necessary and proper in the premises as fully as Appearer could do were Appearer personally present and acting for Appearer.

THUS DONE AND PASSED, in multiple originals, in my office in Dallas, ~~Louisiana,~~ Texas MD on the day, month and year first above written, 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: Ashley Klausner


Printed Name: Leslie Legros

PRINCIPAL:


THOMAS PORTER TRIMBLE


NOTARY PUBLIC



"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 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 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 **TWO MILLION THREE HUNDRED THOUSAND AND NO/100 (\$ 2,300,000.00) 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 declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or preemption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish or initiate any one or more of the foregoing, which may not now or hereby be binding upon the property and/or the parties hereto.

Purchaser herein assumes all responsibility and liability in connection with reading and reviewing any and all Declarations, Restrictions and/or Covenants of record before this transfer and does waive and release me, Notary, from any and all liability and responsibility in connection therewith.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

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 me, Notary 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 2020 are paid, as per Parish and City tax researches, under Tax Assessment Nos. 112-818-0141 and 112-017-5803. Taxes for the year 2021 have been prorated and paid. 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.

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 in Mandeville, Louisiana, on the day, month and year first above written, 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:

SELLER:

Alice McNeely
Printed Name: ALICE McNEELY

Leonard C. Quick
LEONARD C. QUICK

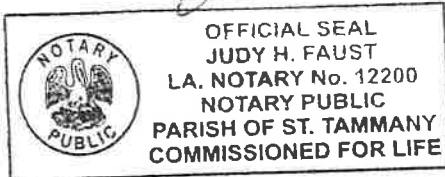
Brianna Sabre
Printed Name: Brianna Sabre

Siiri Weidenbacher Quick
SIIRI WEIDENBACHER QUICK

PURCHASER:

Thomas Porter Trimble
THOMAS PORTER TRIMBLE by FRANK CLARK,
his Attorney-in-fact

Judy H. Faust
NOTARY PUBLIC



WTST 21-10035

Title Insurance Producer:

WINTERS TITLE AGENCY, INC. LA License No: 160805
4990 Highway 22, Suite 200, Mandeville, LA 70471
(985) 845-4557

Title Insurance Underwriter:

First American Title Insurance Company of Louisiana

Licensed Attorney Rendering Opinion upon which Title Insurance Policy is Based:

JULIAN J. RODRIGUE, JR. LA Bar No. 11373