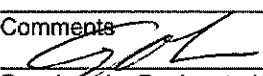


<b>GARDNER, REALTORS</b>		<b>ZMD Realty Llc</b>	
Listing Firm		Selling Firm	
<b>GREG EISMAN</b>	<b>0995687505</b>	<input type="checkbox"/> Dual Agent	<b>Karen T. Cantrelle</b> <b>0995687977</b>
Seller's Designated Agent & License Number		Buyer's Designated Agent & License Number	
<b>Gardner Realtors</b> <b>0000040232.A</b>		<b>ZMD REALTY LLC</b> <b>0995696324</b>	
Broker's Name & License Number		Broker's Name & License Number	
<b>(985)285-6267 (985)641-1201</b>		<b>(504)723-8715 (985)288-4363(985)259-8848</b>	
Phone Number	Office	Fax	
<b>geisman@gardnerrealtors.com</b>		<b>karencantrelle@zmdrealty.com</b>	
Email Address		Email Address	
<b>VIA EMAIL</b>		<b>08/09/2017 09:05 PM CDT</b>	
Delivered by Designated Agent to		Day	Date Time AM/PM
Comments			
		Day	Date Time AM/PM
Received by Designated Agent		<b>THURS</b>	<b>8/10/17 8 PM</b>

**LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL**

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Date: August 09, 2017

**PROPERTY DESCRIPTION:** I/We offer and agree to Buy/Sell the property at:

(Municipal Address) 27311 FREDA Street

City Lacombe; Zip 70445; Parish St. Tammany Louisiana,

(Legal Description) LOT 14 SQ 5 LACOMBE ACRES ANNEX

on lands and grounds measuring approximately 1.2 ACRES

or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value: ALL

**WINDOW UNITS, WASHER, DRYER AND KITCHEN APPLIANCES TO REMAIN**

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

N/A

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30 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.  
31 \_\_\_\_\_% mineral rights owned by the SELLER are to be reserved by the SELLER and the SELLER shall  
32 waive any right to use the surface for any such reserved mineral activity or use.  
33

34 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and  
35 law or ordinances affecting the Property for the sum of **Fifty-Five Thousand and 00/100**  
36 \_\_\_\_\_ Dollars (**\$55,000.00**) (the "Sale Price").  
37

38 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the  
39 BUYER, on **September 15**, **2017**, or before if mutually agreed upon. Any change of the date  
40 for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the  
41 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 et  
42 seq.  
43

44 **OCCUPANCY:** Occupancy/possession and transfer of keys are to be granted at Act of Sale unless mutually agreed  
45 upon in writing.  
46

47 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

48  This sale is contingent on the sale of other property by the BUYER and the attached contingency clause  
49 addendum shall apply.

50  This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the  
51 BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.  
52

53  **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this  
54 Property.

55  **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as  
56 security for the loan the sum of \$ \_\_\_\_\_ or **96.500** % of the  
57 Sale Price by a mortgage loan or loans at an initial interest rate not to exceed **5.000** % per annum, interest  
58 and principal, amortized over a period of not less than **30** years, payable in monthly installments or on any  
59 other terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or  
60 expenses to the SELLER. The loan shall be secured by:

- |  |  |
|--|--|
| 61 <input type="checkbox"/> Fixed Rate Mortgage      | <input checked="" type="checkbox"/> FHA Insured Mortgage |
| 62 <input type="checkbox"/> Adjustable Rate Mortgage | <input type="checkbox"/> Owner Financing                 |
| 63 <input type="checkbox"/> Rural Development        | <input type="checkbox"/> Bond Financing                  |
| 64 <input type="checkbox"/> VA Guaranteed Mortgage   | <input type="checkbox"/> Other _____                     |

65 The BUYER agrees to pay discount points not to exceed \_\_\_\_\_ % of the loan amount.  
66 Other financing conditions: **SELLER TO ASSIST WITH \$3690 (THREE THOUSAND SIX HUNDRED NINETY**  
68 **DOLLARS) IN BUYERS CLOSING COSTS AND PREPAIDS INCLUDING STRUCTURAL ENGINEER'S**  
69 **REPORT**  
70

71 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to  
72 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-  
73 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and  
74 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

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75 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
76 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
77 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
78 proceed with the loan approval process within ( 3 ) calendar days after the date of acceptance of this offer by
79 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
80 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
81 SELLER may, at the SELLER'S option, terminate this Agreement, by giving the BUYER written notice of the
82 SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to
83 provide all or part of mortgage loan(s) under the terms set forth above.

84
85 PRORATION/OTHER COSTS: Real estate taxes, flood insurance premium if assumed, rents, condominium
86 dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to
87 be prorated through the date of the Act of Sale. Act of Sale abstracting costs, title insurance
88 and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All
89 necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any,
90 shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium
91 dues, and/or dues owed to homeowners associations and the like. All special assessments bearing against the
92 Property prior to Act of Sale, other than those to be assumed by written agreement as of the date of the Act of
93 Sale, are to be paid by SELLER.

94
95 APPRAISAL:  This sale is NOT conditioned on appraisal.  This sale IS conditioned on the appraisal of
96 the Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and
97 access. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the
98 Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall
99 provide the SELLER with a copy of the appraisal within Three ( 3 ) calendar days of receipt of same,
100 along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within Three ( 3 )
101 calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall
102 have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the
103 SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

104
105 DEPOSIT: Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be
106 bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver
107 immediately, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
108 \$250.00 or % of the Sale Price to be paid in the form of:

109  Cash \$ \_\_\_\_\_  Promissory Note \$ \_\_\_\_\_
110  Check \$250.00

111 The Deposit shall be held by GARDNER REALTORS

112
113 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it
114 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
115 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
116 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute
117 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the
118 Rules and Regulations set forth by the Louisiana Real Estate Commission.

119
120 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void
121 without demand in consequence of the following events:

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- 122 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as
- 123 set forth in lines 162 through 195 of this Agreement;
- 124
- 125 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except
- 126 as stated in lines 70 through 82 of this Agreement, but only if the BUYER has made timely application for the
- 127 loan and made good faith efforts to obtain the loan;
- 128
- 129 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
- 130 SELLER will not reduce the Sale Price as set forth in lines 94 through 102 of this Agreement;
- 131
- 132 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set
- 133 forth in lines 143 through 148 of this Agreement;
- 134
- 135 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection
- 136 report as set forth in lines 197 through 206.
- 137
- 138 6) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL
- 139 ADDENDUM, and the BUYER terminates the agreement as a result thereof.
- 140
- 141 7) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
- 142 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.
- 143

144 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written  
 145 leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days  
 146 of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the  
 147 cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5)  
 148 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable  
 149 to the BUYER. Security deposits, keys and leases are to be transferred to the BUYER at Act of Sale.  
 150

151 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to  
 152 be constructed, check one:

- 153  A new home construction addendum, with additional terms and conditions, is attached.
- 154  There is no new home construction addendum.
- 155

156 **INSPECTION AND DUE DILIGENCE PERIOD:** THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF  
 157 THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT  
 158 CONDITION; ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY,  
 159 INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE  
 160 SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR  
 161 BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.  
 162

163 The BUYER shall have an inspection and due diligence period of ( 10 ) calendar days, commencing the first  
 164 day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any  
 165 inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited  
 166 to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi  
 167 hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling,  
 168 electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other  
 169 due diligence by the BUYER may include, but is not limited to investigation into the property's school district,  
 170 insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items  
 171 addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The  
 172 SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended

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173 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
174 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
175 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
176 and due diligence period:

177
178 Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
179 or

180 Option 2: The BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within
181 seventy two (72) hours respond in writing as to SELLER'S willingness to remedy those deficiencies
182 ("SELLER'S Response").

183
184 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
185 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
186 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
187 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
188 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
189 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
190 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
191 and void except for return of Deposit to the BUYER.

192
193 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
194 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 155
195 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
196 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

197
198 PRIVATE WATER/SEWERAGE:

199 [X] There is/are One ( 1 ) private water system(s) servicing only the primary residence, and the attached
200 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
201 residence.

202
203 [X] There is/are One ( 1 ) private septic/treatment system(s) servicing only the primary residence and
204 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
205 the primary residence.

206
207 [ ] There is NO private septic/treatment system(s) servicing only the primary residence.

208
209 HOME SERVICE/WARRANTY: A home service/warranty plan [ ] will / [X] will not be purchased at the closing of
210 sale at a cost not to exceed \$ \_\_\_\_\_ to be paid by [ ] the BUYER / [ ] the SELLER. Home Service
211 Warranty will be ordered by NA \_\_\_\_\_.

212
213 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual
214 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
215 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER
216 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a
217 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to
218 their rejection of such a plan.

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219 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION:** (CHECK ONE ONLY)

220  A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full  
221 SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to  
222 Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq.

223  B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and  
224 recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the  
225 BUYER does hereby waive, relieve and release the SELLER from any claims or causes of action for  
226 redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of  
227 Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that  
228 this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code  
229 Article 2524. The SELLER and BUYER agree that this clause shall be made a part of the Act of Sale.

230  C. NEW HOME WARRANTIES. Notwithstanding lines 218 through 228 and irrespective of whether A or B  
231 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead  
232 the provisions of the New Home Warranty Act (LA R.S. 9:3141 et seq.) shall apply. The warranty of condition of  
233 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the  
234 New Home Warranty Act.

235  
236 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at  
237 the SELLER'S costs (see line 239 through 241). In the event curative work in connection with the title to the  
238 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the  
239 parties agree to and do extend the date for passing the Act of Sale to a date not more than  
240 Fifteen ( 15 ) calendar days from the date of the Act of Sale stated herein. The  
241 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at  
242 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER  
243 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title  
244 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to  
245 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as  
246 well as legal fees incurred by BUYER.

247  
248 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar  
249 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the  
250 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been  
251 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the  
252 Property.

253  
254 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,  
255 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further  
256 demand, or to demand and/or sue for any of the following:

- 257  
258 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount  
259 equal to 10% of the Sale Price as stipulated damages.

260  
261 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought  
262 to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also  
263 be liable for Broker fees.

264  
265 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the  
266 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further

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267 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific  
268 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated  
269 damages.

270  
271 Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce  
272 any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable  
273 for Broker fees.

274  
275 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that  
276 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing  
277 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with  
278 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

279  
280 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator  
281 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of  
282 the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the  
283 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of  
284 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.  
285 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

286  
287 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of  
288 the State of Louisiana.

289  
290 **DEADLINES:** TIME IS OF THE ESSENCE, and all deadlines are final, except where modifications, changes, or  
291 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this  
292 Agreement shall end at 11:59 p.m. in Louisiana.

293  
294 **ADDITIONAL TERMS AND CONDITIONS:**

295 NA  
296 \_\_\_\_\_  
297 \_\_\_\_\_  
298 \_\_\_\_\_  
299 \_\_\_\_\_  
300 \_\_\_\_\_

301  
302 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as  
303 real estate brokers to bring the parties together and make no warranty to either party for performance or non  
304 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

305  
306 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property  
307 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and  
308 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the  
309 BUYER has or will independently investigate all conditions and characteristics of the Property which are important  
310 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to  
311 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may  
312 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,  
313 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the  
314 condition of Property or interest to be acquired, or guarantee that all defects are disclosed by the SELLER(s).  
315 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or

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316 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or
317 not the Property is situated in or out of the Government's hundred year flood plan or is or would be classified as
318 wetlands by the U.S. Army Corp. of Engineers, or as to the presence of wood destroying insects or damage
319 therefrom. The BUYER(s) are to satisfy themselves concerning these issues. Designated Agent shall be an
320 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

321

322 LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- 323  Contingency for Sale of the Buyer's Other Property Addendum  Private Water/Sewerage Addendum
- 324  Condominium Addendum  \_\_\_\_\_
- 325  FHA Amendatory Clause  \_\_\_\_\_
- 326  New Construction Addendum  \_\_\_\_\_

327

328 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
329 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
330 provisions control.

331

332 SINGULAR - PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is
333 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
334 be.

335

336 ACCEPTANCE: Acceptance of this Agreement must be in writing. This agreement may be executed by use of
337 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
338 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
339 modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be
340 executed in two or more counterparts, all of which shall constitute one and the same Agreement.

341

342 NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other
343 communications

344 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
345 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d)
346 facsimile, (e) e-mail, or (f) other e-signature transmissions addressed to the respective addresses of the parties
347 as (a) written on the first page of this Agreement; (b) as designated below on lines 357 through 365; or (c) at such
348 other addresses as the respective parties may designate by written notice.

349

350 The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be
351 treated as originals of the signatures and documents transmitted in the above referenced real estate transaction.
352 Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of
353 documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or
354 modification relating thereto, including but not limited to any notices, requests, claims, demands and other
355 communications as set forth in the Agreement.

356  The BUYER further authorizes notices and other communications to be delivered electronically to the following
357 address(es):

358

359 BUYER address(es): Estealblount9815@gmail.com

360 With a copy to:

361 BUYER's Agent address(es): karencantrelle@zmdrealty.com

BUYER'S Initials EB KH

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SELLER'S Initials J.B.

ABS Rev. 01/01/17

27311 FREDA Street, Lacombe, Louisiana 70445

08/09/2017

Property address, street, city, state, zip

Date

362 [X] The SELLER further authorizes notices and other communications to be delivered electronically to the
363 following address(es):

364 SELLER address(es): geisman@gardnerrealtors.com

365 With a copy to:

366 SELLER's Agent address(es): geisman@gardnerrealtors.com

368 CONTRACT: This is a legally binding contract when signed by both SELLER and BUYER. READ IT
369 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
370 this contract or attempting to enforce any obligation or remedy provided herein.

371 ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other
372 agreements not incorporated herein in writing are void and of no force and effect.

373 EXPIRATION OF OFFER:

374 This offer is binding and irrevocable until August 10, 2017 at 10 AM [X] PM [ ] MIDNIGHT [ ] NOON.
375 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374 to
376 be binding and effective.

377 Esteal Blount 08/10/2017 08:53 AM CDT
378 [X] Buyer's/ [ ] Seller's Signature Date/Time [ ] AM [ ] PM

379 Esteal Blount
380 Print Buyer's/Seller's Full Name (First, Middle, Last)

381 Street Address

382 City, State, Zip

383 Telephone Number. Cell

384 Telephone Number. Home Telephone Number. Work

385 E-Mail Address

386 This offer was presented to the [ ] Seller [ ] Buyer by

387 Day/Date/Time [ ] AM [ ] PM [ ] MIDNIGHT [ ] NOON

388 This offer is: [ ] Accepted [ ] Rejected (without counter) [X] Countered (See Attached Counter) by:

389 [X] Buyer's/ [ ] Seller's Signature Date/Time [ ] AM [ ] PM
390 [Signature]

391 Print Buyer's/Seller's Full Name (First, Middle, Last)

392 Street Address

393 City, State, Zip

394 Telephone Number. Cell

395 Telephone Number. Home Telephone Number. Work

396 E-Mail Address

397 This counter offer was presented to the [ ] Seller [ ] Buyer by

398 Day/Date/Time [ ] AM [ ] PM [ ] MIDNIGHT [ ] NOON

Property Description (Address, City, State, Zip) 27311 FREDA Street, Lacombe, Louisiana 70445

Louisiana Residential Agreement to Buy or Sell  
**PRIVATE WATER/SEWERAGE ADDENDUM**

This addendum is made a part of Louisiana Residential Agreement to Buy or Sell dated August 9, 2017

1. (X) **SEPTIC/TREATMENT INSPECTION** - The SELLER agrees to have 1 septic/treatment system(s) servicing only the primary residence inspected and approved by the appropriate governmental/governing authority. If the system(s) fail inspection, SELLER shall have the option to repair/replace the system(s) as long as the cost to repair/replace the system(s) does not exceed the sum of \$500.00. If the cost to repair/replace the system(s) exceeds that amount and the SELLER chooses not to repair/replace the system(s), the BUYER shall have the option of accepting the Property with the private septic/treatment system(s) servicing only the primary residence in the current condition or terminate the Agreement in writing, which termination shall entitle the BUYER to a return of the BUYER'S deposit. Any repair/replacement of the system(s) must be permitted by the Louisiana Department of Health and Hospitals Office of Public Health, if applicable.

2. (X) **PRIVATE WATER WELL INSPECTION** - The SELLER agrees to have 1 private water well(s) servicing only the primary residence inspected and approved by the appropriate governmental/governing authority. If the water well(s) fail inspection, SELLER shall have the option to repair/replace the water wells(s) as long as the cost to repair/replace the system(s) does not exceed the sum of \$500.00. If the cost to repair/replace the water wells(s) exceeds that amount and the SELLER chooses not to repair/replace the system(s), the BUYER shall have the option of accepting the Property with the private water well(s) servicing only the primary residence in the current condition or terminate the Agreement in writing, which termination shall entitle the BUYER to a return of the BUYER'S deposit. Any repair/replacement of the system(s) must be permitted by the Louisiana Department of Health and Hospitals Office of Public Health, if applicable.

All other terms and conditions contained within the Agreement remain unchanged.

Estéal Blount   
Buyer Signature **Estéal Blount**

Date

Jochi Bice 8/10/17  
Seller Signature Date

Karen Henderson   
Buyer Signature **Karen Henderson**

Date

Seller Signature Date

RABS Addendum 01/01/15



For exclusive use of GARDNER, REALTORS® - not responsible for any unauthorized use of this form.

### COUNTER OFFER

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2  (A.M.)  (P.M.) 8/11/17 (Date)  
The undersigned hereby makes the following Counter Offer to the Residential Agreement to Buy or  
Sell (the "Agreement") dated 8/9/17 concerning  
Property at: 27311 FREDA  
in LACOMBE City; ST TAMMANY (Parish/County); LA (State)  
between JACKIE BICE as Seller(s) and  
ESTER BLOUNT AND KAREN HENDERSON as Buyer(s).

**REFERENCE LINE NUMBERS FOR EACH COUNTER POINT FROM AGREEMENT**  
LINES 34-36: SALES PRICE TO READ "FIFTY NINE  
THOUSAND DOLLARS (\$59,000.00)"

All other terms and conditions of the Agreement shall remain in effect except as modified by this Counter Offer.

This Counter Offer is void if not accepted in writing on or before 12  (A.M.)  (P.M.)  
 Noon  Midnight on 8/13/17 (Date).

X Jackie Bice X \_\_\_\_\_  
 (Seller)  (Buyer) Signature (First, Middle, Last)  (Seller)  (Buyer) Signature (First, Middle, Last)

Print  (Seller)  (Buyer) Full Name \_\_\_\_\_ Print  (Seller)  (Buyer) Full Name \_\_\_\_\_

Received by: \_\_\_\_\_ at \_\_\_\_\_  (A.M.)  (P.M.) on \_\_\_\_\_ (Date).  
Realtor's Signature

### RESPONSE OF COUNTER OFFER

The above Counter Offer is hereby:  ACCEPTED  REJECTED  NEW COUNTER  
at \_\_\_\_\_  (A.M.)  (P.M.) on \_\_\_\_\_ (Date).

X \_\_\_\_\_ X \_\_\_\_\_  
 (Seller)  (Buyer) Signature (First, Middle, Last)  (Seller)  (Buyer) Signature (First, Middle, Last)

Print  (Seller)  (Buyer) Full Name \_\_\_\_\_ Print  (Seller)  (Buyer) Full Name \_\_\_\_\_