

ACT OF CASH SALE

BE IT KNOWN, that on this **9th day of August, 2019** before me, **Christopher Robles**, Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

Chris A. Tregre, Tax Identification Number XXX-XX-0306, a person of the full age of majority who declared unto me, Notary, that he has been married but once and then to Pati Puglise from whom divorced and has not since remarried; whose present mailing address is 201 Nicole Lane, Hahnville, LA 70057; hereafter referred to as "Seller";

who declared that for the price of **TEN THOUSAND AND NO/100, (\$10,000.00) DOLLARS** cash, receipt of which is acknowledged, **SELLER** hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty **SELLER** may have, unto:

Ezra Garza, Tax Identification Number XXX-XX-7525, and Amber Troxler Garza, Tax Identification Number XXX-XX-8378, both persons of the full age of majority who declared unto me, Notary, that they have been married but once and then to each other and that they are presently living and residing together; whose present mailing address is 15554 River Road, Hahnville, LA 70057; hereafter referred to as "Purchaser";

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which **PURCHASER** acknowledges:

A CERTAIN PIECE OR PORTION OF GROUND, situated in Hahnville, Parish of St. Charles, State of Louisiana, and according to a survey prepared by R.P. Bernard, Surveyor, dated September 5, 1990, of the rezoning and resubdivision of said property approved by the St. Charles Parish Council on January 9, 1991, Ordinance 91-1-1, recorded in COB 432, folio 807, the property transferred herein is designated as **LOT "C"** on the above mentioned survey and commences at a point 975.12 feet from the intersection of the southern property line of the W.J. Kinler Property with the River Road, and measures 179.05 feet along the line of the Benoit property to the South, then 128.65 feet along the line of Lot "D", then 179.0 feet along the line of a 50-foot wide road, and then 132.81 feet along line of Lot "B".

Being the same property acquired by Chris A. Tregre by act dated June 22, 2004, registered in COB 639/725, records of St. Charles Parish, State of Louisiana..

Said property is subject to all covenants, restrictions, rights of way, easements, encroachments, servitudes, reservations, and rights of others as may be disclosed in the public record, including, but not limited to, the following specific matters:

1. Servitudes, rights of way, encroachments, setbacks and other matters shown on that survey prepared by R.P. Bernard, Surveyor, dated September 5, 1990, of the rezoning and resubdivision of said property approved by the St. Charles Parish Council on January 9, 1991, Ordinance 91-1-1, recorded in COB 432, folio 807
2. Servitude Agreement recorded at Entry No. 163934.

. . . but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Said description of tract or parcel of ground shall include all of Sellers' interest in and to buildings and improvements thereon, with all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining.

NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE

DATE: August 9, 2019

TO: Ezra Garza and Amber Troxler Garza

Buying property identified as: 195 Nicole Lane, Hahnville, LA 70057

A Mortgagee's Policy of title insurance insuring the property you are buying or mortgaging is being issued to your mortgage lender, but that policy does not provide title insurance coverage to you.

An Owner's Policy of title insurance insures you against actual loss you suffer resulting from certain title risks covered by the policy, if those title risks affect your property on the effective date of the policy. The following is a list of the title risks covered by an Owner's Policy:

1. Someone else owns an interest in your title, and that person's interest is not listed in the policy.
2. A document affecting your title was not properly signed, sealed, acknowledged or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land, unless we listed those restrictions in your policy.
7. There is a lien on your title because of a mortgage, judgment, tax or special assessment, or a charge by a homeowners or condominium association, unless we listed those liens in your policy.
8. There are liens on your title, arising now or later, for labor and/or material furnished before the effective date of the policy, unless you agreed to pay for the labor and/or material.
9. Other people have rights arising out of recorded leases, contracts or options, unless we listed those recorded documents in your policy.
10. Someone else has a recorded easement or servitude on your land, unless we listed those recorded documents in your policy.
11. Your title is unmarketable, which allows another person to refuse to carry out a contract to purchase, to lease or to make a mortgage loan in connection with your property.
12. Other defects, liens or encumbrances not listed as exceptions in the policy.
13. Additionally, depending upon the type of Owner's Policy you purchase, you may also be covered against the following title risks:
 - a. You are forced to remove your existing structure, other than a boundary wall or fence, because it extends on to adjoining land or on to any easement, violates a restriction listed in Schedule B of the policy, or violates an existing zoning law.
 - b. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B of the policy or an existing zoning law.
14. You also have the right to obtain a survey, at your cost, and if it is satisfactory to the insurer, they may include coverage in your Owner's Policy to insure you against actual loss you suffer if the matters covered by the survey are incorrect.

In addition, the Owner's Policy provides that if someone challenges your title and that challenge is based on one of the title risks covered by the policy, your title insurance company will defend your title, and will pay the costs, attorneys' fees and expenses that we incur in providing that defense. The insurer has the option not to defend your title, but if they decide not to defend your title, they must do one of the following things:


- a. Pay the claim against your title;
- b. Negotiate a settlement;
- c. Pay you the amount required by the policy;
- d. Take other action which will protect you; or
- e. Cancel the policy by paying you the Policy Amount, which is the amount of insurance coverage in effect on the date they choose to cancel the policy.


You may obtain an Owner's Policy of title insurance which provides you with the title insurance coverage described. The additional cost to you for an Owner's Policy of title insurance in the coverage amount of \$10,000.00 is \$100.00 if you request it at this time.

If you are uncertain as to whether to obtain an Owner's Policy of title insurance, you are urged to seek independent advice.

- I/We DO request an Owner's Policy of title insurance.
 I/We do NOT request an Owner's Policy of title insurance.

DATE: August 9, 2019



Ezra Garza
BUYER/MORTGAGOR


Amber Troxler Garza
BUYER/MORTGAGOR

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 hereafter be binding upon the property and/or the parties hereto. The production of Mortgage, Conveyance, or tax certificates are hereby dispensed with by the consent of the parties hereto, and Choice Title Inc. is relieved and released from any and all liability and responsibility in connection therewith.

Purchaser herein assumes all responsibility and liability in connection with reading and reviewing any and all Declarations, Restrictions, and/or Covenants affecting said property, and further acknowledges that variances may exist in property measurements, lot size, or suitability of property. All parties to this transaction have waived the production of any environmental studies and assessments, wetlands determinations, and a current survey which would show actual dimensions, servitudes, rights of way, encroachments, and other adverse matters which may affect title, and do hereby release the undersigned Notary Public, and Choice Title Inc., from any responsibility or liability incurred from the non-production thereof.

Taxes for the current year will be assumed by Purchaser and tax bill should be mailed to the Purchaser at 15554 River Road, Hahnville, LA 70057. The parties agree that taxes were prorated based on the best available information at the time of closing, and that any variances upon issue of the tax bill for the current year will be adjusted between the parties, and Choice Title Inc. and its representatives are released from further accounting or liability resulting therefrom.

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.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

In accordance with La. R.S. 37:1469, as amended, all parties are hereby notified, and all acknowledge, that there is a statewide data base available to them listing those individuals required to register under La. R.S. 15:540 (certain sex offenders) and providing their locations and other information. The telephone number of this database is 1-800-858-0551 and its internet address is www.lasocpr.lsp.org/socpr.

THUS DONE AND PASSED at Destrehan, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

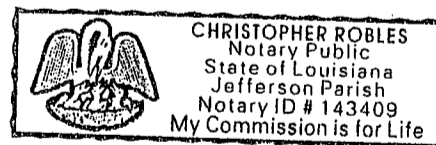
WITNESSES:

Martha Brauner
Martha Brauner
Mitzi Anthony
Mitzi Anthony

Chris A. Tregre
Chris A. Tregre

Ezra Garza
Ezra Garza
Amber Troxler Garza
Amber Troxler Garza

Christopher Robles
Christopher Robles, Notary Public
Identification No. 143409
My commission expires at death.



Title Insurance Producer: Choice Title Inc.
Address: 7 Storehouse Lane, Suite B, Destrehan, LA 70047
Producer License No.: 211863
Title Insurance Underwriter: First American Title Insurance Company of Louisiana
Title Opinion Completed By: Brint Marks
LA Bar Roll No.: 36565