

28-2708

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Be It Known, That on this 16th day of

December in the year one thousand,

nine hundred and fifty. Before me,
CECIL N. BANKSTON,
a Notary Public for the Parish of East Baton Rouge, State of Louisiana, and in the presence
of the witnesses hereinafter named and undersigned, personally appeared:

EDITH TENNESSEE SHARP WILSON, of lawful age and a resident
of East Baton Rouge Parish, Louisiana, wife of Thomas S.
Wilson, with whom she is residing, dealing herein with the
reference to her separate paraphernal property under her
separate management and control.

hereinafter designated as "vendor," who declared that for the consideration and upon the terms and conditions hereinunder expressed, said vendor has bargained and sold, and does by these presents bargain and sell, under all lawful warranties, and with substitutions and subrogations to all rights and actions of warranty against all preceding owners and vendors unto

FRANK THOMAS WILLIAMS, JR., of lawful age and a resident
of East Baton Rouge Parish, Louisiana, married but once and
then to Luisa S. Williams, born Smith, with whom he is residing,

hereinafter designated as "purchaser," here present, purchasing and accepting
for himself, his heirs and assigns forever,
and acknowledging delivery and possession of the following described property, to-wit:

A certain tract or parcel of land, containing 3.419 acres, situated in East Baton Rouge Parish, Louisiana, in Section 66, Township 7, South, Range 1 East, Greenvale Land District of Louisiana, in the northwest portion of Tract "A" of the Edward R. Sharp, Sr. partition, being more particularly described as follows, to-wit:

Beginning at a point on the east side of Sharp Road which is 423.8 feet south 41° east from the southwest corner of Section 65, Township 7, South, Range 1 East, thence north 02° 34' west 118.03 feet, thence north 52° 5' east 129.8 feet, thence north 73° 6' east 110.8 feet, thence south 15° 30' east 318.1 feet, thence north 74° 30' east 473.1 feet to the canal, thence south 50° 53' west 107.4 feet along the west side of the canal, thence south 74° 30' west 704 feet to the east side of Sharp Road, thence north 13° 30' west 252 feet to the point of beginning, all as is more fully shown by reference to a map made by A. G. Mundinger, C. E. and Surveyor, dated Baton Rouge, Louisiana, March 3, 1950, showing a survey of a 6.667 acre tract, and revised November 8, 1950, to show a 3.419 acre tract and a 3.405 acre tract, a blue print copy of which map is paraded by ms., Notary Public, for identification herewith and is attached to and made a part hereof, being a portion of the same property acquired by the vendor by act of partition of record in Book 472, Page 413 of the Conveyance Records of East Baton Rouge Parish, Louisiana.

RESTRICTIONS

The above described property is sold subject to the restrictions that the purchaser, his heirs and assigns, shall never use the property or permit the use of the same for any commercial purposes; it being the intention that the property is to be used for residential purposes only.

To have and to hold said property unto the said purchaser, heirs, successors, and assigns, forever. This present sale and conveyance is made and accepted for and in consideration of the sum and price of **TWO THOUSAND FIFTY-ONE AND 40/100 (\$2,051.40) DOLLARS**, lawful current money of the United States of America, of which amount the purchaser has paid One Thousand and No/100 (\$1,000.00) Dollars in ready CASH, receipt of which is hereby acknowledged by the vendor and full discharge and acquittance is granted therefor, and for the balance, the purchaser has made and subscribed his one certain promissory installment note, dated this date, to the order of Edith Tennessee Sharp Wilson, in the amount of One Thousand Fifty-one and 40/100 (\$1,051.40) Dollars, payable at Louisiana National Bank of Baton Rouge, Louisiana, in two installments of \$350.37 each, and one installment, being the final installment, in the amount of \$350.36, the first installment payable on or before the 16th day of June, 1951, and the second installment payable on or before the 16th day of December, 1951, and the last installment payable on or before the 16th day of June, 1952, with interest on the unpaid indebtedness at the rate of FIVE (5%) per cent per annum from date until paid, interest payable semi-annually, with

the privilege for the maker to pay monthly installments, in which event the amount so paid shall be applied first to interest on the entire unpaid balance up to the installment payment date, and the balance of said amount shall be applied on the principal thereof,

which note, after having been duly paraphed "Ne Varietur" by me, said Notary, for identification herewith was delivered to said vendor, here present acknowledging receipt thereof, and accepting these presents.

And the said purchaser further declared that said purchaser does by these presents bind and obligate said purchaser to pay and reimburse all such lawyer's and attorney's fees, together with all such costs, charges, and expenses as the present or any future owner or owners of said indebtedness, represented as aforesaid, shall or may incur or pay in the event of the non-payment of said indebtedness or any part thereof, at maturity, or in case it should become necessary to place said indebtedness, or any part thereof, in the hands of an attorney at law for collection, suit or otherwise, said attorney's fees, however, to be fixed at ten (10%) per cent on the amount due or so in suit.

Now, therefore, in order to secure the full and final payment of said unpaid purchase price, represented as aforesaid, in capital and interest, together with all costs, including the attorney's fees herein stipulated, the said purchaser grants and the vendor retains a special mortgage with vendor's lien and privilege on the property herein conveyed in favor of said vendor and the future owner or owners of said indebtedness, or any part thereof, until the same shall have been fully paid and satisfied in principal and interest, it being agreed and stipulated that said property shall not be sold, alienated, or encumbered to the prejudice of these presents. And it is further agreed and stipulated that in the event that said indebtedness, or any part thereof, represented as aforesaid, shall not be punctually paid at its maturity, and according to its tenor, it shall be lawful for the property hereinbefore described and herein sold and mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisalment, to the highest bidder, payable in cash; confessing judgment in favor of the said vendor, and such person or persons who may be the future owner or owners of said indebtedness, or any part thereof, represented as aforesaid, for the full amount thereof, capital and interest, together with all costs, including the attorney's fees herein stipulated.

The purchaser shall pay all taxes assessed, or that may be assessed, against the property herein sold and mortgaged, promptly and before they become delinquent and until the payment of all of said indebtedness, and shall keep the buildings and improvements thereon, and that may be placed thereon, constantly insured against loss by fire in the full sum of Dollars, in good and solvent insurance companies, and until the payment of all of said indebtedness, and shall transfer and deliver the policies and renewals of such insurance to the present vendor, or any future owner or owners of said indebtedness, in default whereof, said vendor, or any future owner or owners of said indebtedness, or any part thereof, is hereby authorized at his option, to pay said taxes, and to have such insurance made and effected, at the cost and expense of the said purchaser, and it is agreed and stipulated that all sums so expended in paying said taxes, and in effecting and keeping in force said insurance, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement until paid, and shall be secured by the mortgage herein granted to the further amount of Dollars.

Any failure on the part of the purchaser to pay said taxes, or to effect and keep in force said insurance, as herein provided, to pay said indebtedness, or any part thereof, or the interest thereon promptly when due, shall ipso facto, and without any demand or putting in default, cause all of said indebtedness to become immediately due and exigible.



Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser" is used, it shall be construed to include "purchasers."

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgage required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by consent of the parties hereto.

The United States Internal Revenue Stamps required by law, amounting to **\$2.75**, have been affixed hereunto and duly canceled.

Thus done, read, and passed at my office, in the City of **Baton Rouge**, Parish and State aforesaid, in the presence of **Barbara Bankston and J.W. F. Kennedy** competent witnesses, who have hereunto signed their names with the parties, and me, said Notary, the day, month, and year first above written.

WITNESSES:

Jeff H. Sykes
Jeff H. Sykes
W. P. O'Donnell
Barbara Bankston
Barbara Bankston

Edith Tennessee Sharp Wilson
Edith Tennessee Sharp Wilson
D. Homer C. Johnson
Frank T. Williams
Frank Thomas Williams, Jr.

Cecil N. Bankston
Cecil N. Bankston
NOTARY PUBLIC

Duly recorded in Conveyance Book No. **900** page **97** and in Mortgage Book No. **882** page **175** of the records of the Parish of East Baton Rouge, La., on the **19** day of **Dec 10 1950**, at **9 A.M.** o'clock a.m.

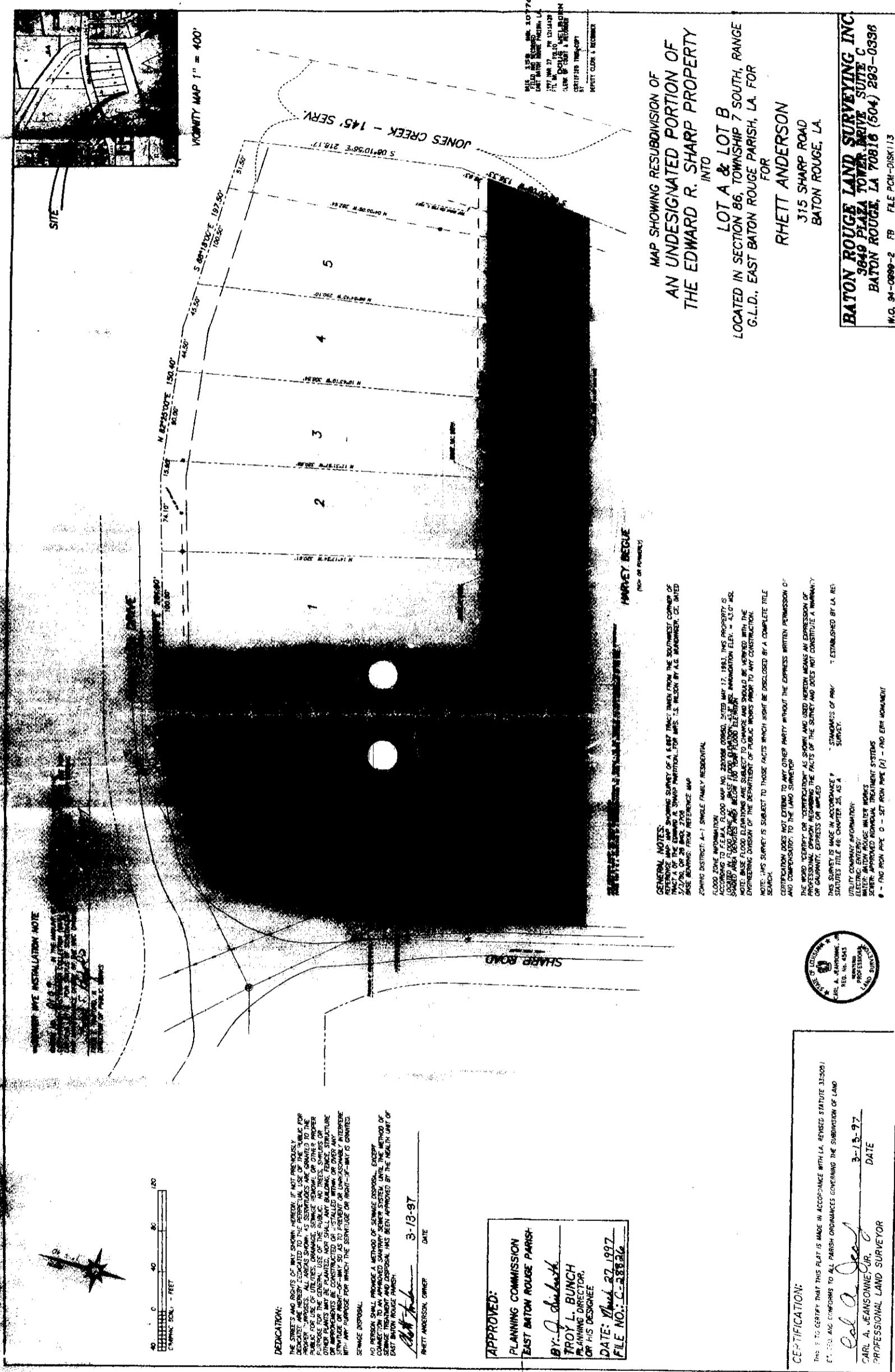
Wilhelm D. Thompson
Dy. Clerk and Recorder

Con. fil.

PRINTED AND FOR SALE BY THE FRANKLIN PRESS BOSTON, MASS., U.S.A. 1950	Original No. 28
	Exhibit No. 2768
	Sale with Mortgage
	<i>Court Intg</i> TO
Filed for Record Dec. 19 1950 At 9:25 o'clock M. Bureau of Real Prop Clerk and Recorder	
Notary Public	

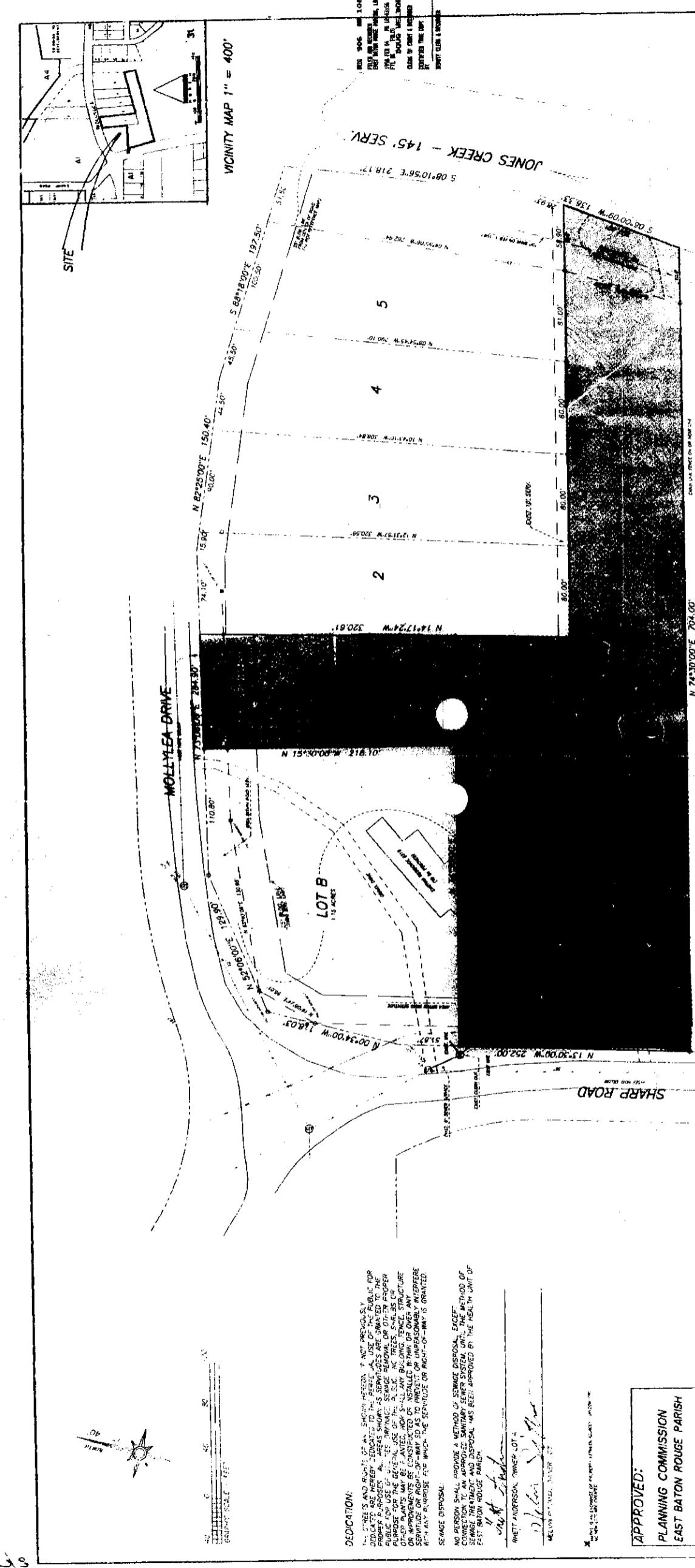
RECORDED PLAN MAP

BUNDLE
1101776



REVENUE PLAN IVAR
ORIGINAL
9016

10860



MAP SHOWING RESUBDIVISION OF
LOT A & 1-A
THE EDWARD R. SHARP PROPERTY
INTO

LOT A-1 & 1-A
LOCATED IN SECTION 86, TOWNSHIP 7 SOUTH, RANGE
G.L.D., EAST BATON ROUGE PARISH, LA. FOR
RHETT ANDERSON

BATON ROUGE LAND SURVEYING INC.
3849 PLAZA TOWER DRIVE SUITE C
BATON ROUGE, LA 70816 (504) 293-0336
W.O. NO. 94-0999-3 FB 282 DISK PENT/DISK 24/SEC/B6 FB FILE

GENERAL NOTES:
A REFERENCE MAP WAS SHOT IN SURVEY OF A 667 TRACT TAKEN FROM THE SOUTHWEST CORNER OF
TRACT A OF THE EDWARD R. SHARP PARTITION, FOR MRS. T.S. WILSON BY A.G. ANDERSON, FEB. 28, 1981.
SLOPES ARE SHOT BECAUSE OF A HIGH FLOOD ELEVATION.
NOTE: BASE FLOOD ELEMENTS ARE SUBJECT TO CHANGE AND SHOULD BE VERIFIED BY THE
ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS PRIOR TO ANY CONSTRUCTION.
NOTE: THIS SURVEY IS SUBJECT TO THOSE FACTS WHICH MIGHT BE DISCLOSED BY A FUTURE TITLE
SEARCH.

FLOOD ZONE INFORMATION:
ACCORDING TO FEMA FLOOD MAP NO. 28008, DATED MAY 17, 1981, THIS PROPERTY IS
IN A 100-YEAR FLOOD PLAIN. BASE FLOOD ELEVATION IS 5.85 FEET ASL. LAT. 30° 20' 00", LONG. 90° 00' 00".
ZONING DISTRICT: I-1 - SINGLE FAMILY RESIDENTIAL.

CERTIFICATION:
THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND
PROFESSIONAL EXPRESSION REGARDING THE FACTS OF THE
CHARTS, DRAWINGS, PLANS, AND SPECIFICATIONS CONTAINED HEREIN
IS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS ESTABLISHED BY LA. P.E.
SOCIETY FILE #6, CHAPTER 2, AS A CLASS C SURVEYOR.
HENCEON MEANS AN "EXPRESSION OF THE
NO. DOES NOT DO
A WARRANTY."
THIS SURVEY IS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS ESTABLISHED BY LA. P.E.
SOCIETY FILE #6, CHAPTER 2, AS A CLASS C SURVEYOR.
HENCEON MEANS AN "EXPRESSION OF THE
NO. DOES NOT DO
A WARRANTY."
UTILITY COMPANY INFORMATION:
ELECTRIC: ENTERTY
WATER: BATON ROUGE WATER WORKS
SEWER: APPROVED INDUSTRIAL TREATMENT SYSTEMS
• TWO IRON PIPES - SET ROW 17 - FIND END NON-MEN."



APPROVAL:	TROY L. BUNCH
PLANNING DIRECTOR,	OR HIS DESIGNEE
DATE: 1-3-98	FILE NO.: C-2961
APPROVED:	
TROY L. BUNCH	
PLANNING DIRECTOR,	
OR HIS DESIGNEE	
DATE: 1-3-98	
FILE NO.: C-2961	

**RECORDED PLAN MAP
ORIGINAL BUNDLE
110776**

