

Printed and For Sale by The Bienville Democrat, Arcadia, La.

LOUISE FOSTER TO WILLIE JAMES FOSTER

# CASH DEED

REGISTRY NUMBER U-2333

RECEIVED & FILED  
BIENVILLE PARISH, LA.  
H. RUPERT SLEDGE

JUL 27 9 50 AM '70

RECORDED  
BIENVILLE PARISH, LA.  
BK-----P-----

STATE OF LOUISIANA,  
PARISH OF BIENVILLE.

BE IT KNOWN: That this day before me, Guye Corley, Dy. Clerk of Court and Ex-Officio,

a Notary Public in and for said Parish, duly commissioned and sworn, came and appeared

LOUISE FOSTER, a single woman, never having been married,

Who declared that she do es by these presents grant, Bargain, Sell, Convey and Deliver with full guarantee of title, and complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto

WILLIE JAMES FOSTER, a single man, over the age of 21 years, and whose mailing address is Arcadia, Louisiana,

The following described property, to-wit:

All her undivided interest (being herein estimated to be an undivided one-half - 1/2 - interest) in and to:

"Being a part of the Old Baptist Church Lot and commencing at a large Post Oak Tree about 45 yards due West from the intersection of the Street running North and South by Suttons Mill with the Street running East and West and known as the Simsboro road and running East along said Simsboro road a distance to 80 feet thence North 100 feet, thence South to point of beginning. It being the intention to convey to said purchaser a lot of ground, 80 feet x 100 feet with a front of 80 feet on the Simsboro road and beginning at a Post Oak tree about 45 yards East of the Southwest corner of said Lot" (This being the identical property and descriptions as contained in deed from J. C. Theus to Ella Alexander, by instrument dated Sept. 16, 1905, all as recorded in Conv. Bk. TT, page 144)

(The said Louise Foster declares that she is one of the two heirs of Amy Alexander, her deceased mother, who inturn was a daughter of Ella Alexander. The said Amy Alexander died intestate, in Bienville Parish, Louisiana, about three years ago)

TO HAVE AND TO HOLD said described property unto said purchaser, his heirs and assigns forever. This sale is made for the consideration of the sum of One Hundred and No/100 and other valuable considerations \$100.00 & /100 DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged.

The Certificate of Mortgage is hereby waived by the parties.

DONE AND PASSED at my office in said Parish of Bienville in the presence of H. Rupert Sledge and Frances N. Joyner Competent witnesses on this the 27th day of July A.D. Nineteen Hundred and Seventy (1970).

ATTEST:

*[Signature]*  
H. RUPERT SLEDGE  
FRANCES N. JOYNER

*[Signature]*  
LOUISE FOSTER

Accepted:  
*[Signature]*  
WILLIE JAMES FOSTER

*[Signature]*  
GUYE CORLEY, Dy. Clerk of Court & Ex-Off.,  
a Notary Public

Printed and For Sale by The Bienville Democrat, Arcadia, La.

JEWELL FOSTER TO/ WILLIE J. FOSTER

# CASH DEED

RECEIVED & FILED  
BIENVILLE PARISH, LA.  
H. RUPERT SLEDGE

CALIFORNIA  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
PARISH OF BIENVILLE

REGISTRY NUMBER U-2506

Aug 12 4 32 PM '70  
JEWELL FOSTER  
BIENVILLE PARISH, LA.  
BK-----P-----

BE IT KNOWN: That this day before me, the undersigned authority,

County, a Notary Public in and for said Parish duly commissioned and sworn, came and appeared

JEWELL FOSTER, married to Hazel Thomas, with whom he is now living, and whose mailing address is 1759 W 42nd Street, Los Angeles, California, 90062

Who declared that he do ES by these presents grant, Bargain, Sell, Convey and Deliver with full guarantee of title, and complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto

WILLIE JAMES FOSTER, a single man, over the age of 21 years, and whose mailing address is Arcadia, Louisiana,

The following described property, to-wit:

All his undivided interest (being herein estimated to be an undivided one-half - 1/2 - interest) in and to:

"Being a part of the Old Baptist Church Lot and commencing at a large Post Oak Tree about 45 yards due West from the intersection of the Street running North and South by Suttons Mill with the Street running East and West and known as the Simsboro road and running East along said Simsboro road a distance to 80 feet thence North 100 feet, thence South to point of beginning. It being the intention to convey to said purchaser a lot of ground, 80 feet x 100 feet with a front of 80 feet on the Simsboro road and beginning at a Post Oak tree about 45 yards East of the Southwest corner of said Lot" (This being the identical property and descriptions as contained in deed from J. C. Theus to Ella Alexander, by instrument dated Sept. 16, 1905, all as recorded in Conv. Bk. TT, page 144)

(The said Jewell Foster declares that he is one of the two heirs of Amy Alexander, his deceased mother, who in turn was a daughter of Ella Alexander. The said Amy Alexander died intestate, in Bienville Parish, Louisiana, about three years ago)

TO HAVE AND TO HOLD said described property unto said purchaser, his heirs and assigns forever. This sale is made for the consideration of the sum of One Hundred and No/100 and other valuable considerations (\$100.00 & P. V. C. DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged.

The Certificate of Mortgage is hereby waived by the parties.

DONE AND PASSED at my office in said Parish of Los Angeles County in the presence of two (2) undersigned

ATTEST: Competent witnesses on this the 27th day of July A.D., Nineteen Hundred and Seventy (1970).

ATTEST:

Hazel Foster  
(Signature of first witness)  
Estel Williams  
(Signature of second witness)

Jewell Foster  
JEWELL FOSTER  
OFFICIAL SEAL  
JAMES H. BUNN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires August 12, 1972

(NOTE: The Notary can not be one of the two above witnesses) (Signature of James H. Bunn Notary Public) My Comm. Exp.: James H. Bunn

HOWARD LBR. & SUP. CO., INC. TO WILLIE J. FOSTER, ET AL REGISTRY NUMBER V-4203

FHA FORM NO. 2123m V-L (Vendor's Lien) (Rev. January 1971)

STATE OF LOUISIANA

RECEIVED & FILED... FEB 6 1 56 PM '73

BE IT KNOWN, That on this 8th day of February year nineteen hundred and Seventy-Three

Before me, Parish of Bienville, STATE OF LOUISIANA, Notary Public and for the and qualified, and in the presence of witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

HOWARD LUMBER AND SUPPLY COMPANY, INC., a corporation organized and existing under the laws of Louisiana, represented herein by JOHNNY J. KELLY, Vice President, duly authorized to act on behalf of said corporation.

Hereinafter sometimes referred to as vendor and declared that he does by these presents, bargain, sell, convey, assign, set over, abandon, and deliver, with full warranty and with full substitution and subrogation in and to all rights and actions of warranty, which he has or may have against all preceding owners and vendors, unto

WILLIE JAMES FOSTER, Single, and LOUISE FOSTER, a widow, residents of Bienville Parish, Louisiana.

hereinafter sometimes alternately referred to as purchaser and Mortgagor, here present, accepting, and purchasing for themselves, their heirs, and assigns, and acknowledging delivery and possession thereof, the following-described property, to wit:

THAT CERTAIN PIECE OR 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 PARISH OF BIENVILLE.

A lot located in the Northeast Quarter (1/4) of Section Nineteen (19), Township Eighteen (18) North, Range Five (5) West, Arcadia, Bienville Parish, Louisiana, described as follows:

Begin at the Northeast corner of Lot One (1), Woods Addition #1 and run South Eighty-Eight (88) Degrees, Sixteen (16) Minutes East Ninety-Three (93) and Ninety-Eight One-Hundredths (93.98) feet, thence run North One (1) Degree, Forty-Four (44) Minutes East Seventy (70) feet to Twenty-Four (24) inch diameter post oak for the point of beginning, thence run South Eighty-Eight (88) Degrees, Sixteen (16) minutes East Eighty (80) feet, along the North right of way of Pine Street, thence North One (1) degree, Forty-Four (44) minutes East One Hundred (100) feet, thence run North Eighty-Eight (88) Degrees, Sixteen (16) Minutes West Eighty (80) feet, thence run South One (1) Degree, Forty-Four (44) Minutes West One Hundred (100) feet to the Point of Beginning.

TO HAVE AND TO HOLD the above-described property and the appurtenances to the said purchaser, his heirs and assigns, forever.

This sale is made and accepted for and in consideration of the price and sum of SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$ 16,800.00), in part payment and deduction whereof the said purchaser has paid the sum of ONE HUNDRED AND NO/100 Dollars (\$ 100.00), cash, receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor and for the balance of said purchase price, to wit, the sum of SIXTEEN THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 16,700.00), the purchaser has made and subscribed a certain promissory note, or obligation, of even date herewith, drawn to his order and by him endorsed in blank, bearing interest at the rate of SEVEN per centum ( 7 % ) per annum from date until paid, principal and interest being payable at the office of FIRST FIDELITY MORTGAGE COMPANY (Approved Mortgagee) hereinafter referred to as the "Mortgage," in

Monroe Louisiana monthly installments of ONE HUNDRED ELEVEN AND 22/100 Dollars (\$ 111.22), commencing on the first day of March 19 73, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2003

A vendor's lien and privilege is hereby expressly retained by said vendor, which is to inure to the benefit of any future holder of said note. The said promissory note, or obligation, after having been paraphrased "NE VARIETUR" by me, NOTARY, in order to identify the same herewith has been delivered unto the said vendor, who acknowledges the receipt thereof, and for value received, does hereby transfer, assign, and deliver same, together with all of his rights and actions as vendor, to the "Mortgage," who through its undersigned representative hereby acknowledges the receipt thereof.

In order to further secure the payment of said promissory note, or obligation, in capital and interest, according to its tenor and the provisions herein contained, and to secure the faithful performance of all of the obligations contained herein, and the reimbursement and payment of attorney's fees, taxes, paving assessments, premiums of insurance, costs, fines, late charges, and all advances and expenses whatsoever, the said purchaser does, by these presents, specially mortgage, affect, and hypothecate the above-described property unto and in favor of the "Mortgage," its legal successors, representatives and assigns, and any future holder of said note, the purchaser hereby confessing judgment in favor of the present or any future holder of said note, for the full amount of the said promissory note or obligation, together with all interest, taxes, paving assessments, premiums of insurance, fines, attorney's fees, and all costs, late charges, advances and expenses whatsoever, and the said purchaser hereby binds and obligates himself not to sell, alienate or encumber or to permit or suffer to be sold, alienated, or encumbered the said property to the prejudice of these presents.

**The purchaser further covenants and agrees:**

1. That he will pay the indebtedness, as hereinabove provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further, that in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor, or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this act and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon the obligation of the purchaser to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. That in order more fully to protect and secure the holder of the note he will pay to the holder of the note together with and in addition to the monthly payments herein above specified, on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this act, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby, shall be added together and the aggregate amount thereof shall be paid by the purchaser each month in a single payment to be applied by the holder of note to the following items in the order set forth:

(i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(ii) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(iii) interest on the note secured hereby; and

(iv) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage deed. The Mortgagor may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the purchaser under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, at the option of the holder of the note, shall be credited by the holder of the note on subsequent payments due or to become due by the purchaser, or refunded to the purchaser. If, however, the monthly payments made by the purchaser under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premiums, when the same shall become due and payable, then the purchaser shall pay to the holder of the note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the purchaser shall tender to the holder of the note in accordance with the provisions of this act full payment of the purchaser's entire indebtedness the holder of the note shall in computing the amount of such indebtedness, credit to the account of the purchaser all payments made under the provisions of (a) of paragraph 2 hereof which the holder of the note has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply at the time of the commencement of such proceedings, or at the time the property is otherwise acquired the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will promptly pay all taxes, assessments, special assessments, water rates, governmental or municipal charges, fines or impositions, ground rents, premiums of insurance, or any other charges against the property, or for any expense or cost whatsoever, for which provision has not been made herein, and promptly deliver the official receipts therefor to the holder of the note. If the purchaser fails to make such payments, the holder of the note is hereby authorized, at its option, to make them. If the holder of the note makes any advances in the payment of the herein-mentioned items, then, and in that event, all advances so made, up to an aggregate sum not to exceed fifty per centum (50%) of the original principal amount of the note secured hereby shall bear interest at the same rate as, and become a part of, the principal debt from the date of payment, and the reimbursement shall be secured by this mortgage or vendor's lien, as the case may be, and the mortgaging and confession of judgment clauses herein shall be deemed to include such advances in the event the same are not now specifically included therein.

5. That he will insure and keep the buildings and improvements now existing, or hereafter erected, on said ground, constantly insured, up to their full insurable value, against loss by fire, windstorm, tornado, and such other risks as the holder of the note may hereafter require, in some good and solvent company or companies (which company or companies must be acceptable to the holder of the note) until full and final payment of all the indebtedness hereunder, and will transfer and deliver the policy or policies of such insurance or insurances, and their renewals, to the holder of the note, or assigns; in default of which the holder of the note or assigns is hereby authorized, at its option, to avail itself of the rights hereinafter set forth, or to cause such insurance to be made and effected at the cost charge, and expense of said purchaser; and all sums advanced for such purposes shall be immediately due by the purchaser to the holder of the note, shall bear interest at the same rate as, and become a part of the principal debt from the date of payment, and shall be secured by the mortgage herein granted, and by the vendor's lien herein retained. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantor.

6. That if the property covered hereby, or any part thereof, shall be damaged or destroyed by fire or other hazard against which insurance is held, the amounts due by any insurance company shall, to the extent of the indebtedness then remaining unpaid, be paid to the holder of the note, and, when so paid, may, at its option, be applied to the debt or be used for the repairing or rebuilding of the said property.

7. That he will keep the property in as good order and condition as it now is, and will not commit or permit any waste thereof, reasonable wear and tear excepted.

8. That the balance due by the purchaser, at any time, on his note shall be the face of said note, together with the interest herein stipulated, plus any amount which may have been advanced by or be due to the holder of the note for taxes, insurance premiums, paving assessments, late charges or for any other charge or expense whatsoever, minus such credits as shall have been properly made against the same.

9. That in the event of default in any of the terms, conditions, or covenants under this act, the holder of the note shall have the right and is hereby authorized, at its option, to collect and receipt for all rents and revenues from the property, and to apply the same to the purchaser's indebtedness.

10. That if legal proceedings are instituted for the recovery of any amount due hereunder, or if any claim hereunder is placed in the hands of an attorney for collection, the purchaser agrees to pay the fees of the attorney at law employed for that purpose, and such fees are hereby fixed at ten per centum (10%) of the amount due.

11. That failure of the holder of the note to exercise any of its privileges or options at any time shall not constitute a waiver of its rights to exercise the same at any other time.

12. That in the event the purchaser should violate any of the conditions of this act, or should fail promptly to perform any obligation hereunder, or fails for a period of thirty (30) days to make any payment due to the holder of the note under this act, or upon the happening of any one or more of the events or conditions listed below, the holder of the note may, at its option, without demand, and without putting in default, declare the entire balance due by the purchaser to the holder of the note immediately due, exigible and payable, together with interest, costs, attorney's fees, advances, and all expenses and other charges:

- (a) Insolvency of the purchaser, application by the purchaser to be adjudicated a bankrupt, or the institution of involuntary bankruptcy proceedings against him, or the institution against the purchaser of any proceedings for the appointment of a receiver or syndic;
- (b) The recordation or registry of any lien or claim, or the institution of any legal proceedings to enforce any lien or claim against the property; or if the property be seized or levied upon by any officer or court;
- (c) Dissolution of the purchaser;
- (d) The cancellation of any insurance covering the property, for whatever reason, if the purchaser fails immediately to replace said insurance in a company or companies satisfactory to the holder of the note; or upon the inability of the purchaser to procure insurance protection required under the terms of this act;
- (e) The use of the property for any unlawful purpose;
- (f) The making of any repair, additions, or alterations to the buildings or improvements on the ground herein conveyed, or allowing of any work to be done whereby any lien or privilege could result against the property, without previously obtaining the written consent of the holder of the note;
- (g) Refusal by the Secretary of Housing and Urban Development to endorse the note hereby secured for insurance under the provisions of the National Housing Act, within \_\_\_\_\_ months for the date hereof.

13. That (except for the sale or transfer of the property without the consent of the Mortgagee), in the event of any default or the violation of any of the conditions of this act, or the happening of any one or more of the events hereinabove mentioned, the holder of the note shall have the right, without the necessity of demand, for payment as provided for in Article 2639 of the Louisiana Code of Civil Procedure which is hereby specifically waived, or of putting in default, to cause the property herein described, together with all the improvements thereon, to be seized and sold under executory or other process issued by any competent court, or it may proceed to the enforcement of its rights in any other manner provided by law, and the property may be sold with or without appraisement, at the option of the holder of the note, to the highest bidder for cash, the purchaser hereby waiving the benefit of all laws relative to the appraisement of property seized and sold under executory or other process.

14. That nothing in this act contained shall be so construed as to limit any right or remedy granted or available to the holder of the note under any provision of law or of its charter and bylaws.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Where the term "Mortgagor" is used herein it shall be deemed to refer to the "purchaser" herein and where the term "purchaser" is used herein it shall be deemed to refer to the "Mortgagor" herein.

Clerk of Court

From the annexed certificates of the Recorder of Mortgages for the Parish of \_\_\_\_\_ it does not appear that there are any mortgages, liens, encumbrances, or ordinances for paying recorded against the above-described property or against the vendor herein.

Clerk of Court

From the annexed certificate of the Register of Conveyances for the Parish of \_\_\_\_\_ it does not appear that the vendor herein has alienated the above-described property since his acquisition thereof.

From the annexed Tax Research, it appears that all taxes due and exigible on the above-described property from and including the year \_\_\_\_\_, down to and including the year \_\_\_\_\_ have been paid.

The Mortgagor hereby declares that there are no mortgages, liens, or encumbrances of record against the property herein described. The said Mortgagor further declares that in favor of the Mortgagee herein, and all future holders of the notes secured hereby, and as regards the property hereby mortgaged, he waives any and all homestead exemptions to which he is or may be entitled under the Constitution and laws of the State of Louisiana.

And now to these presents intervenes \_\_\_\_\_ wife of the said Mortgagor, who declares that she hereby joins her said husband in the waiver of homestead exemptions hereinabove stipulated.

Thus done and passed in my office at Arcadia, Louisiana, \_\_\_\_\_, on the day, month, and year first above written and in the presence of H. Rupert Sledge \_\_\_\_\_ and \_\_\_\_\_

Francis N. Joyner \_\_\_\_\_, and therein residing, who have signed their names with the said \_\_\_\_\_

WITNESSES

H. RUPERT SLEDGE

FRANCIS N. JOYNER

WILLIE JAMES FOSTER

LOUISE FOSTER

HONOLUA LEISER AND SUPPLY COMPANY, INC. OPC 999-644

BY: Johnny B. Kelly  
Johnny B. Kelly, Vice President

FIRST FIDELITY MORTGAGE COMPANY

BY: Malden H. Cullen

GUYE CORLETT  
NOTARY PUBLIC

RECEIVED & FILED  
BIENVILLE PARISH, LA  
JAMES W. MARTIN

2003 FEB 25 P 2: 25

*William D. Clout*  
BY CLERK OF COURT & RECORDER

MTB BK 369 P 407

State of Louisiana  
Parish of Bienville  
Charles Nicometo  
Loan Number: 1100429800

### Affidavit for Cancellation of Lost Note

Before me, the undersigned duly commissioned and qualified Notary Public, personally came and appeared Mary E. Battaglia, Senior Vice President of BA Mortgage, LLC, a limited liability company who did depose and state that:

He/she is authorized to make and execute this affidavit as stated or provided for under R.S. 9:5168. Said party is the last holder of that promissory note dated 02/08/1973, and recorded as in MOB 127 in Document 4204, executed by Willie James Foster and Louise Foster, to the order of First Fidelity Mortgage Co. If paraphed, name of notary: Said note in the original amount of \$16,700.00 affecting the following described property:  
**SEE ATTACHED**

P. 696

As last holder I hereby state the above described promissory note has been paid in full.  
The above described promissory note has been lost and cannot be presented.

The above described promissory note has not been sold, transferred or assigned to any other person or entity.

The Affiant agrees to hold harmless and to indemnify any person or entity for any damages resulting to such person or entity as a consequence of cancelling a mortgage pursuant to an affidavit which complies with said R.S. 9:5168.

The Affiant hereby authorizes the Clerk of Court and Ex-Officio recorder of mortgages to cancel the above described mortgage in full.

BA Mortgage, LLC, a limited liability company as successor in interest by merger of NationsBanc Mortgage Corporation

*Mary E. Battaglia*  
Mary E. Battaglia  
Senior Vice President

Witnesses:

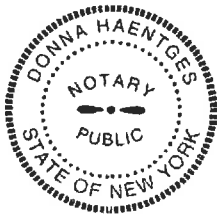
*Bonnie Hackney*  
Bonnie Hackney

*Eric Olson*

Eric Olson

State of New York  
County of Erie

Sworn to and subscribed before me, Notary Public, on 02/10/2003.



*Donna Haentges*  
Donna Haentges  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires November 17, 2005

REGISTRY  
NUMBER 2003 700

BY VIRTUE OF THE ORDER PRESENTED  
BY Lost Note Affidavit  
AUTHORIZING THIS RECORD CANCELLED  
in full. THE SAME IS HERE-  
BY CANCELLED AND THE ORDER FILED.  
THIS February 25, 2003  
*William D. Clout*  
BY CLERK OF COURT

Bank of America Loan Number: 1100429800

THAT CERTAIN PIECE OR 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 PARISH OF BIENVILLE.

A lot located in the Northeast Quarter (1/4) of Section Nineteen (19), Township Eighteen (18) North, Range Five (5) West, Arcadia, Bienville Parish, Louisiana, described as follows:

Begin at the Northeast corner of Lot One (1), Woods Addition #1 and run South Eighty-Eight (88) Degrees, Sixteen (16) Minutes East Ninety-Three (93) and Ninety-Eight One-Hundredths (93.98) feet, thence run North One (1) Degree, Forty-Four (44) Minutes East Seventy (70) feet to Twenty-Four (24) inch diameter post oak for the point of beginning, thence run South Eighty-Eight (88) Degrees, Sixteen (16) minutes East Eighty (80) feet, along the North right of way of Pine Street, thence North One (1) degree, Forty-Four (44) minutes East One Hundred (100) feet, thence run North Eighty-Eight (88) Degrees, Sixteen (16) Minutes West Eighty (80) feet, thence run South One (1) Degree, Forty-Four (44) Minutes West One Hundred (100) feet to the Point of Beginning.

Printed and For Sale by The Bienville Democrat, Arcadia, La.  
WILLIE JAMES FOSTER TO CORRECTION  
HOWARD LUMBER & SUPPLY CO., INC. ~~INC.~~

DEED

REGISTRY NUMBER V-4202

RECEIVED & FILED  
BIENVILLE PARISH, LA.  
H. RUPERT SLEDGE

FEB 8 1 46 PM '73

CLERK OF THE COURT  
BIENVILLE PARISH, LA.  
BK.....P.....

STATE OF LOUISIANA,  
PARISH OF BIENVILLE.

BE IT KNOWN: That this day before me, the undersigned authority,

a Notary Public in and for said Parish, duly commissioned and sworn,  
Came and appeared WILLIE JAMES FOSTER, a single man,

Who declared that he do se by these presents grant, Bargain, Sell, Convey and Deliver with full guarantee of title, and complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto

HOWARD LUMBER & SUPPLY COMPANY, INC., a corporation organized and existing under the laws of Louisiana, domiciled in Webster Parish, P. O. Box 549, Minden, Louisiana,

The following described property, to-wit:

Plat of survey of lot located in the NE<sup>1</sup>/<sub>4</sub> of Sec. 19, Twp. 18 N., R. 5 West, Arcadia, Bienville Parish, Louisiana, described as follows:  
Begin at the NE cor. of Lot #1, Woods Addition No. 1, and run S 88 deg. 16' E 93.98 feet; thence run N 1 deg. 44' E 70' to 24" d. post oak for the point of beginning; Thence run S 88 deg. 16' E 80 feet along the North R/W of Pine Street, thence run N 1 deg. 44' E 100 feet, thence run N 88 deg. 16' W 80 feet, thence run S 1 deg. 44' W 100 feet to the point of beginning, together with all the improvements thereon and appurtenances thereunto belonging.

It is understood by and between the parties hereto that this is merely a correction deed, correctly describing the property actually conveyed, and with the benefit of a survey, ds property conveyed by grantor herein to grantee herein, by deed dated Oct. 9, 1972, as recorded in Conv. Bk. 335, page 228, and with the correction of the description of the property, all other terms and conditions to remain as originally written.

TO HAVE AND TO HOLD said described property unto said purchaser, its successors and assigns forever.  
This sale is made for the consideration of the sum of Two Hundred and No/100 (\$200.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged.

The Certificate of Mortgage is hereby waived by the parties.

DONE AND PASSED at my office in said Parish of Bienville in the presence of H. Rupert Sledge  
and Frances N. Joyner, Competent witnesses on this the 8th day of February  
A.D. Nineteen Hundred and Seventy-Three (1973).

ATTEST:

Willie James Foster  
WILLIE JAMES FOSTER

ACCEPTANCE:

HOWARD LUMBER & SUPPLY CO., INC.

BY JOHN B. KELLY, Vice-President

H. Rupert Sledge  
H. RUPERT SLEDGE  
Frances N. Joyner  
FRANCES N. JOYNER

GUIE CORLEY, D.V. Clerk of Court & Ex-Off.,  
Notary Public