

Clark

ACT OF CASH SALE

FROM: PIZAZZ, L.L.C.

UNTO: THE BETA SIGMA PROGRAMS AND HOUSING FOUNDATION

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 12th day of the month of March in the year of Our Lord Two Thousand Ten (2010).

BEFORE ME, the undersigned Notary Public, in and for the Parish and State aforesaid, duly commissioned and qualified and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

PIZAZZ, L.L.C., A Louisiana Limited Liability Company, appearing herein through its undersigned member, duly authorized by virtue of a Certificate of Authority of which is attached hereto, Mailing address; 7921 Bullard Suite 1B, New Orleans, La. 70128

who declared and said that for the price and consideration, and on the terms and conditions hereinafter expressed, he does, by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver any and all interest with, all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have in the hereinafter described property, against all preceding owners and vendors unto:

THE THETA BETA SIGMA PROGRAMS AND HOUSING FOUNDATION, appearing herein through its undersigned, duly authorized, Mailing address; P.O. Box 50984, New Orleans, Louisiana 70150

here present, accepting and purchasing for himself and his heirs, and assigns, and acknowledging delivery and possession thereof, the following described property, to wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD, the above described property herein conveyed unto the said purchaser, his heirs and assigns forever.

NOTARIAL ARCHIVES OF ORLEANS PARISH  
NA # 2010-11343 DT 03/16/10  
TYPE: S FEE: \$50.00 PG: 6

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND EXCEPTIONS**

THAT CERTAIN CONDOMINIUM UNIT, of MAIN STREET CONDOMINIUM, II, described as UNIT 15 (A/K/A 115), in the "Condominium Declaration Creating and Establishing Condominium Property Regime" as per act dated May 2, 1984, recorded in COB 793B folio 123, together with its percentage interest in the common elements and undivided interest in the following described property as set forth in said Condominium Declaration, which Unit 15 (a/k/a 115), is situated on the following described property:

ONE CERTAIN PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, designated as LOT 3E-4B in that part thereof known as Section 23 of the LaKratt Tract, former New Orleans Lakeshore Land Company Subdivision.

Improvements thereon bear Municipal No. 9701 Lake Forest Boulevard, Unit 15, New Orleans, Louisiana, (a/k/a 9701 Lake Forest Boulevard Unit 115, New Orleans, Louisiana)

Being the same property herein acquired by vendor on June 24, 2009, registered in COB Instrument No. 436705.

SEE ATTACHED EXHIBIT 'B' FOR PROPERTY CONDITION.

THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

The mineral reservation, servitudes and restrictions contained in act dated January 25, 1974, registered in COB 721 folio 458, and amended by act dated May 9, 1979, registered in COB 763B folio 598.

The five foot servitude in favor of South Central Bell Telephone and Telegraph Company, shown on the plan of Universal Land Surveyors, Inc., dated December 14, 1981.

Servitude and Vault Agreement with New Orleans Public Service, Inc., dated August 22, 1983, registered in COB 778E folio 442.

Reciprocal Servitude Agreement with Security Homestead Associates, by act dated February 26, 1982, registered in CO 788C folio 690.

The ten foot utility servitude shown on the plan of Universal Land Surveyors, dated December 14, 1981.

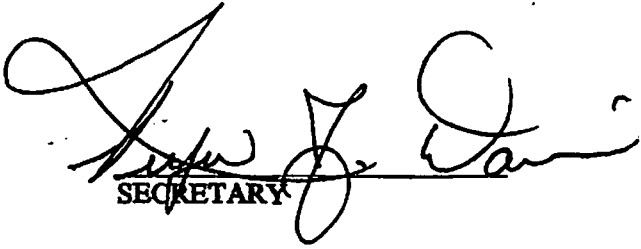
SUBJECT TO ALL COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, CONDITIONS, AND RIGHTS APPEARING OF RECORD AND TO ANY STATE OF FACTS AN ACCURATE SURVEY WOULD SHOW.

**RESOLUTION TO CONDUCT BUSINESS OF THE THETA BETA SIGMA PROGRAMS  
AND HOUSING FOUNDATION**

At the meeting of the Board of Directors of the Theta Beta Sigma Programs & Housing Foundation held at 8137 Oleander Street in the city of New Orleans, Louisiana on MARCH 1, 2010, pursuant to due notice, at which a quorum of the Board was present, on motion by Bro. Will Harris, duly seconded by Bro. Ron Gearing, the following resolution was unanimously adopted:

RESOLVED, That:

Any two officers of the President, Vice-President, or Treasurer of the Theta Beta Sigma Programs & Housing Foundation, be authorized and empowered to execute any instrument or paper necessary in connection with the conduction of business of this corporation.

  
SECRETARY

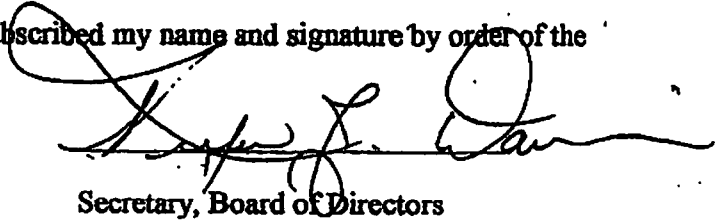
  
PRESIDENT

I, the undersigned Secretary of the Corporation, certify that the officers mentioned in the Paragraph above are, on the date hereof, duly elected, qualified, and acting officers of the Corporation, holding the offices set forth next to their respective names and the signature appearing opposite the name of each is his or her true and genuine signature.

**ACKNOWLEDGEMENT**

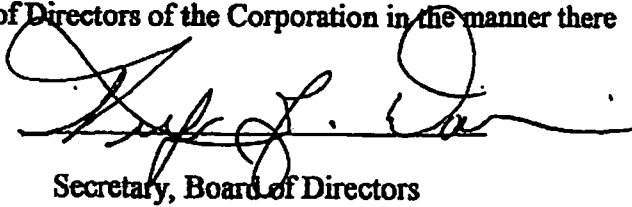
IN WITNESS WHEREOF, I have subscribed my name and signature by order of the Board of Directors.

Dated: March 1, 2010

  
Secretary, Board of Directors

I, the undersigned, hereby certify that the foregoing certificate is true and contains a true copy of the Resolutions regularly by the Board of Directors of the Corporation in the manner there stated.

Dated: March 1, 2010

  
Secretary, Board of Directors

## CERTIFICATE OF AUTHORITY

The undersigned, being a member of **PIAZZ, L.L.C.**, (the "Company") and acting in such capacity, thereby certified:

That **REGINALD JOHN BLANCHARD**, is hereby authorized and empowered for and on behalf of, and in the name of this company to purchase from, or mortgage to, or sell to any party the following described property:

**9701 LAKE FOREST BOULEVARD, UNIT 15 (A/K/A UNIT #115)  
NEW ORLEANS, LOUISIANA**

That **PIAZZ, L.L.C.** is further authorized and empowered on behalf of the Company to sign all papers, documents, and acts necessary in order to purchase, mortgage, or sell the hereinabove described property; said documents to contain such terms as he, in his sole judgment, seems advisable, to receive and receipt for the proceeds thereof and to do any and all things as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, and said documents containing such terms as he, in his sole discretion, deems advisable to accomplish the foregoing.

Date: **MARCH 12, 2010**

  
**REGINALD JOHN BLANCHARD**

EXHIBIT "B" - PROPERTY CONDITION CLAUSE

"AS IS" CLAUSE

WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM


It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in-appliances, and all other items located thereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS." without any warranties whatsoever, even as to the metes and bounds, zoning, operation, or suitability of such properties for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defect.


Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit, or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Purchaser has relied, concerning the existence or non-existence of any quality, characteristic, or condition of the property herein conveyed. Purchaser has had full, complete, and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition or to a reduction of the purchase price pursuant to Louisiana Civil Code Articles 2520 through 2548 inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers, and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive.

THE BETA SIGMA PROGRAMS AND  
HOUSING FOUNDATION

BY:   
GLENIS SCOTT, VICE PRESIDENT

BY:   
~~STERLING D. WILLIAMS, JR., OFFICER~~  
STERLING D. WILLIAMS, JR., OFFICER

  
PIZAZZ, L.L.C.  
BY: REGINALD JOHN BLANCHARD, MANAGER

The said vendor does hereby moreover transfer unto said purchaser all and singular the rights and actions of warranty to which the said vendor is or may be entitled, against any and all former owners and proprietors of the property herein conveyed, hereby subrogating said purchaser to all the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the said vendor.

This sale is made for and in consideration of the price and sum of Thirty-Eight Thousand Five Hundred and 00/100 (\$38,500.00), and all of which said amount has been well and truly paid unto said appearer, in lawful, current funds of the United States of America, the receipt and sufficiency of which is hereby acknowledged and full acquittance granted therefor. By reference to the Mortgage and Conveyance Certificates of the Clerk of Court and Ex-Officio Recorder of Mortgages, annexed hereto and made a part hereof in the name of vendor, it does not appear that the herein described property has been heretofore alienated or is presently encumbered.

The parties hereto take cognizance that the Mortgage and Conveyance Certificates are undated and unsigned and relieve and release me, Notary, from any and all liability and responsibility in connection therewith.

The masculine pronoun as used herein shall include the feminine; the singular shall include the plural.

All taxes assessed against the herein conveyed property up to and including the current tax year, have been paid.

THUS DONE AND PASSED, in my office in the State and Parish aforesaid, on the day, month, and year first hereinabove written, in the presence of the undersigned, competent witnesses of lawful age, who hereunto sign their names with the said appearers and me, Notary, after reading of these presents.

WITNESSES: Monica Aleman  
Stephan Mock

\_\_\_\_\_  
PRINT NAME

Stephan Mock  
\_\_\_\_\_  
PRINT NAME

Monica Aleman

Beverly T. Zitzmann  
Beverly T. Zitzmann

Audrey Hill  
Audrey Hill

PIAZZ, L.L.C.  
BY: REGINALD JOHN BLANCHARD, MANAGER

THE BETA SIGMA PROGRAMS AND HOUSING FOUNDATION  
BY: Glenns Scott  
GLENN S. SCOTT, VICE PRESIDENT

BY: Sterling D. Williams, Jr.  
~~STERLING D. WILLIAMS, JR., OFFICER~~  
STERLING D. WILLIAMS, JR., OFFICER

JAMES A. MOUNGER  
NOTARY PUBLIC  
BAR NO. 9783  
STATE I.D. NO. 24220