

STATE OF LOUISIANA

TERREBONNE PARISH

**ACT OF MORTGAGE  
(NEW HOME PROPERTY)**

**BE IT KNOWN**, that on the dates set forth below, before the undersigned Notary Public, and witnesses, personally appeared:

\_\_\_\_\_, (SSN: \_\_\_\_\_), resident(s) of lawful age of \_\_\_\_\_ Parish, Louisiana, [insert marital status if appropriate], whose address is declared to be \_\_\_\_\_ (“**Mortgagor**”), who declared as follows:

**The State of Louisiana, Division of Administration, Office of Community Development** whose address is 617 North Third Street, Baton Rouge, Louisiana, 70802, its successors and assigns, and any future holder or holders of the Obligations (as defined in the Homeowner Assistance Agreement) (“**Mortgagee**”, whether one or more), has agreed to provide assistance to Mortgagor as evidenced by the Homeowner Assistance Agreement, dated \_\_\_\_\_, 20\_\_, between Mortgagor and Mortgagee (“**Homeowner Assistance Agreement**”), and in order to secure the Obligations of Mortgagor to Mortgagee, Mortgagor is required to deliver this Mortgage to Mortgagee.

1. And now, in order to secure the satisfaction of the Obligations and payment if required, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment, if required, of any and all amounts that Mortgagee may advance on Mortgagor's behalf as set forth herein, Mortgagor does by these presents specially mortgage, affect, hypothecate, grant a security interest and pledge unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described property located in Terrebonne Parish, State of Louisiana (individually, collectively and interchangeably, the "**Mortgaged Property**"):

(a) the immovable (real) property specifically described on **Exhibit A** attached to this Mortgage and made a part of this Mortgage as if fully set forth herein, which describes the immovable (real) property securing this Mortgage (the "**Land**"); and

(b) together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, bature, and bature rights, servitudes and easements of every type and description, now and/or in the future relating to the Land, and any and all items and fixtures attached to and/or forming integral or component parts of the Land in accordance with the Louisiana Civil Code; and

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, licenses, tenements, air rights, development rights, credits and appurtenances incident to the Mortgaged Property, of every nature and kind whatsoever, and all rights, title and interests of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, opened or proposed, adjoining such property; and

(d) all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Mortgaged Property.

2. The Mortgaged Property is to remain mortgaged, affected and hypothecated unto and in favor of Mortgagee until the Obligations have been paid or performed in full or deemed paid or performed in full, and this Mortgage is cancelled by Mortgagee by notarial act.

3. The term Obligations includes monetary and non-monetary obligations. **Notwithstanding any other provision of this Mortgage**, the maximum amount for which this Mortgage shall be deemed to secure the Obligations of Mortgagor, as stipulated herein, to reimburse Mortgagee for the amounts paid for premiums of insurance, taxes and repairs, or any other sums which Mortgagee may pay on behalf of Mortgagor pursuant to the provisions of this Mortgage as aforesaid, is hereby fixed at the sum of \$ \_\_\_\_\_ (“**Maximum Amount**”).

4. Mortgagor does furthermore by these presents, and for the purposes of executory process as hereafter set forth, hereby confess judgment in favor of Mortgagee for the full amount of the Obligations up to the Maximum Amount, and Mortgagor expressly waives: (a) the benefit of appraisal, as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (b) the demand and three (3) days delay accorded by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (c) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; and (d) the benefit of the other provisions of Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure, and any other Articles not specifically mentioned above which would prevent the immediate seizure and sale of the Mortgaged Property.

5. Mortgagor covenants and agrees to the faithful fulfillment of the following stipulations in favor of Mortgagee, to-wit:

A. To keep all improvements on the Mortgaged Property constantly insured against loss or damage by fire, standard extended coverage perils and such other hazards (including flood insurance) as Mortgagee shall from time to time require, in amounts as approved by Mortgagee in the exercise of Mortgagee's reasonable discretion, but in no event less than the principal amount of the Obligations, in form and issued by companies reasonably acceptable to Mortgagee, under policies payable, in case of loss or damage irrespective of cause, to Mortgagee, as Mortgagee's interest may appear, such rights to be evidenced by standard noncontributory mortgagee clauses; to deliver certificates of insurance evidencing such coverage to Mortgagee, with evidence satisfactory to Mortgagee of the payment of the premiums thereon; and to deliver all renewals thereof to Mortgagee at least thirty (30) days in advance of the expiration date of the existing policy or policies. The insurance policies required hereby shall provide that any loss thereunder payable to Mortgagee and Mortgagor, as their respective interests may appear, shall be payable notwithstanding any act or negligence of Mortgagor, any owner, any lessee or other occupant of any portion of the Mortgaged Property, which would otherwise result in a forfeiture of such insurance and that in no event shall such policy be cancelled even for non-payment of premium nor shall the coverage thereunder be reduced in any manner without at least thirty (30) days' prior written notice to Mortgagee. In the event Mortgagor should, for any reason whatsoever, fail to keep all of the Mortgaged Property so insured or to keep the policies so payable to Mortgagee or fail to deliver to Mortgagee the certificates of insurance evidencing such coverage and the renewals thereof, then Mortgagee, if Mortgagee so elects, may have such insurance affected in such amounts and in such companies as Mortgagee may deem proper and may pay the premiums therefor, and the costs of any premiums so paid, as provided herein, shall be Obligations secured by this Mortgage, and Mortgagor covenants and agrees that, on demand therefor by Mortgagee, Mortgagor shall repay the amount so paid by Mortgagee as premiums. Nothing herein contained shall be construed as making Mortgagee liable in any way for the loss, damage or injury resulting from the failure to insure the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any loss. Should Mortgagee, by reason of any such insurance, receive any sums of money for any damage to or loss of all or any portion of the Mortgaged Property, then, at the option of Mortgagee, and in such manner as Mortgagee may determine, such amount may be (a) if a Default has occurred and is continuing, retained and applied by Mortgagee toward the payment of the debt evidenced by the Homeowner Assistance Agreement or other sums secured under the provisions of this Mortgage in such priority and proportions as Mortgagee in Mortgagee's reasonable discretion shall deem proper, or (b) paid over, either wholly or in part, and under such conditions as Mortgagee may determine, to enable Mortgagor to repair or restore the Mortgaged Property, or for any other purpose or object satisfactory to Mortgagee, all without prejudice to, and without affecting the lien of this Mortgage on the Mortgaged Property.

B. To pay and discharge promptly when due, all taxes, assessments, water rate, sewer and other governmental and utility charges (“**taxes**”) of every description which shall from time to time be imposed, assessed or levied on the Mortgaged Property, or any part thereof, so that the priority of this Mortgage shall at all times be maintained and preserved, and to furnish to Mortgagee evidence of the payment of such taxes. In the event Mortgagor should, for any reason, fail to pay and discharge promptly any such taxes when due, then Mortgagee herein shall be authorized to pay same, with full subrogation to all rights of all authorities imposing such taxes by reason of such payment, and the amounts so paid, shall be Obligations secured by this Mortgage and Mortgagor covenants and agrees that, on demand therefor by Mortgagee, Mortgagor shall repay the amounts so paid by Mortgagee in payment of such taxes. Nothing herein contained shall be construed, however, as making the payment of such taxes obligatory upon Mortgagee or as making Mortgagee liable for any loss, damage or injury resulting from the failure to pay such taxes. Taxes for the current year have been paid by Mortgagee, to the extent any taxes were due and owing with respect to the Mortgaged Property.

C. To maintain, preserve and keep the Mortgaged Property, and each part and parcel thereof, always in thorough repair and good working order and condition and from time to time to make all needful repairs, renewals, additions, betterments and improvements thereon and thereto (“**repairs**”) so that the security of this Mortgage shall at no time become impaired.

D. To pay when due all obligations, lawful claims and demand of any person which, if unpaid, might result in or permit the creation of a lien or encumbrance on the Mortgaged Property, or any part thereof, whether such lien would be senior or subordinate hereto, including without limiting the generality of the foregoing, all claims of mechanics for supplies furnished in connection with any work done at the Mortgaged Property, or any part thereof; and, in general, to do or cause to be done everything necessary so that the priority of this Mortgage shall be fully preserved, without expense to Mortgagee.

E. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, or any part thereof, or the operation thereof, and to pay all fees or charges of any kind in connection therewith.

F. Not to allow the Mortgaged Property to be used for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq. (“**CERCLA**”), the Superfund Amendments and Reauthorization Act of 1986, Pub. L.NO. 99-499 (“**SARA**”), the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. §6901, et seq., or other applicable state or federal laws, rules or regulations adopted pursuant to any of the foregoing in violation of

such laws, rules and regulations. The terms “**hazardous waste**” and “**hazardous substance**” shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

G. Not to sell, convey, or otherwise dispose of the Mortgaged Property without Mortgagee’s prior written consent, prior to expiration of the Occupancy Period (as defined in the Homeowner Assistance Agreement).

H. Not to remove or permit the removal of any of the Mortgaged Property, not to abandon the Mortgaged Property and to provide Mortgagee with access to and the right to inspect the Mortgaged Property at all reasonable times, upon reasonable notice to Mortgagor.

I. To pay any and all taxes imposed against Mortgagee which may become due in the event of the passage after the date of this Mortgage of any law deducting from the value of the land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such tax, so as to affect adversely the rights of Mortgagee under this Mortgage, or any manner seeking to require the payment of federal, state or local taxes by Mortgagee because of Mortgagee’s interest in this Mortgage.

J. To keep valid and unimpaired the lien hereby created or intended to be created and, to that end, to execute, at any future time and as often as may be deemed necessary, on demand of Mortgagee, all such further instruments, assignments and acts of mortgage in due form and effect as may be deemed proper by Mortgagee to the better carrying out of the true intent and meaning of these presents and especially, at Mortgagor’s own cost, to do all other things that may be required by Mortgagee to make and keep valid the lien on the Mortgaged Property, and each and every parcel thereof, and to maintain the priority of the lien created hereby on the Mortgaged Property.

K. Notwithstanding any taking by any public or quasi-public authority through eminent domain, expropriation or otherwise, to continue be obligated to observe and perform all the terms, covenants, and provisions contained in the Homeowner Assistance Agreement and all sums secured by this Mortgage at the time and in the manner provided for its payment. The debt evidenced by the Homeowner Assistance Agreement and other sums secured by this Mortgage shall not be reduced until proof of occupancy and all other requirements have been deemed met by Mortgagee to discharge the Obligations evidenced by the Homeowner Assistance Agreement and all sums secured by this Mortgage. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to forgiveness of the full amount of the debt Mortgagee shall have the right, whether or not a deficiency judgment on the Obligations shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Obligations evidenced by the Homeowner Assistance Agreement and all sums secured by this Mortgage, whichever is less. Mortgagor shall file and prosecute Mortgagor’s claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise to collect the receipt for any such award or payment and to file and prosecute such claim or claims, and although it is hereby expressly agreed that the same shall not be necessary in any event, Mortgagor shall, upon demand of Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

L. To observe and perform all the terms, covenants and provisions contained in the Homeowner Assistance Agreement, this Mortgage and in all other instruments or documents evidencing, securing or guaranteeing payment of the Obligations evidenced by the Homeowner Assistance Agreement, in whole or in part, or otherwise executed and delivered in connection with the Obligations evidenced by the Homeowner Assistance Agreement or this Mortgage.

M. To make the Mortgaged Property his/her Primary Residence within sixty (60) days of the Act of Transfer conveying the Mortgaged Property to Mortgagor.

N. To occupy the Mortgaged Property as his/her Primary Residence for the Occupancy Period (the “**Occupancy Period**”).

6. The following actions and/or inactions shall constitute events of default under this Mortgage (each a “**Default**”):

A. a default by Mortgagor under the Homeowner Assistance Agreement; or

B. a default by Mortgagor under this Mortgage, or the violation, or failure to comply fully with the due observance or performance of, or default under, any other covenant or agreement on the part of Mortgagor contained in this Mortgage, and such violation, failure, or default shall not have been remedied within thirty (30) days after notice from Mortgagee of such violation, failure, or default; or

C. failure of Mortgagor to make the Mortgaged Property his/her Primary Residence within sixty (60) days of the execution of the Act of Transfer conveying the Mortgaged Property to Mortgagee.

D. a violation of the Occupancy Covenant, or the sale or other transfer of the Mortgaged Property prior to expiration of the Occupancy Period; or

E. the insolvency or financial failure of Mortgagor, however evidenced, including, without limitation (a) the filing of proceedings for readjustment of Obligations, reorganization, composition, or extension under any bankruptcy or other insolvency law by or against Mortgagor, (b) the filing of proceedings for a respite by Mortgagor or the making of a general assignment for the benefit of creditors by Mortgagor, or (c) the application for, or appointment of, a receiver of all or any part of Mortgagor's Mortgaged Property; or

F. the seizure of the Mortgaged Property, or any part or parcel thereof, in the execution of a writ of executory process, attachment, fieri facias or other legal process, or the issuance of an order for the sale of the Mortgaged Property, or any part or parcel thereof, in any judicial proceedings, unless such writ of executory process, attachment, fieri facias or any other legal process or order for the sale of the Mortgaged Property, or any part or parcel thereof so issued in any judicial proceedings is released, revoked, stayed or set aside within thirty (30) days from issuance thereof; or

G. Mortgagor defaults under any other mortgage, loan, extension of credit, security right, loan agreement, security agreement, instrument, document, or agreement, or other obligation of Mortgagor in favor of Mortgagee.

7. In the event a Default occurs and is continuing, then and in each such case, the whole of the Obligations evidenced by the Homeowner Assistance Agreement and all other sums secured by this Mortgage may, at the option of Mortgagee and without notice to Mortgagor, be declared to be immediately due and payable, anything in this Mortgage or in the Homeowner Assistance Agreement to the contrary notwithstanding. By these presents Mortgagor does consent, agree and stipulate that, in the event a Default occurs and is continuing, it shall be lawful for Mortgagee, and Mortgagor does hereby authorize Mortgagee without making demand and without notice or putting in default, to cause all and singular the Mortgaged Property to be seized and sold under executory process without appraisalment, appraisalment being hereby expressly waived, as an entirety or in parcels, and Mortgagee may determine to the highest bidder for cash, or on such terms as may be acceptable to Mortgagee. Mortgagor hereby expressly confesses judgment in favor of Mortgagee for purposes of executory process for the full amount of the Obligations up to the Maximum Amount. Mortgagor further agrees that any declaration of fact made by authentic act before a Notary Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louisiana law and for purposes of La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, to the extent applicable.

8. In the event the Mortgaged Property or any part thereof is seized as an incident to an action for the recognition or the enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of fieri facias, or otherwise, Mortgagor and Mortgagee hereby agree that the court issuing any such order shall, if petitioned for by Mortgagee, direct the Sheriff to appoint as keeper of the Mortgaged Property, Mortgagee, or any agent designated by Mortgagee or any person named by Mortgagee at the time such seizure is effected. This designation is made pursuant to La. R.S. 9:5136 through 5140.1, inclusive, as the same may be amended, and Mortgagee or any agent designated by Mortgagee or any person named by Mortgagee at the time such seizure is effected shall be entitled to all the rights and benefits afforded thereunder including reimbursement for all reasonable out-of-pocket expenses and a reasonable fee as compensation for services rendered.

9. Mortgagee may, in addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, exercise all other remedies granted to Mortgagee, at law, including without limitation, suit for damages, and the commencement of an appropriate action against Mortgagor seeking specific performance of any covenant contained in this Mortgage or in aid of the execution or enforcement of any power in this Mortgage granted.

10. Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies, whether evidenced by this Mortgage or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee following a Default, or in any way to limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any other co-maker, guarantor, surety or endorser of the Obligations, and/or to proceed against any other collateral directly or indirectly securing the Obligations.

11. In order to maintain the priority of the mortgage lien granted herein on the Mortgaged Property and all of its component parts, Mortgagor herein and hereby grants unto Mortgagee, as security for the payment of the debt evidenced by the Homeowner Assistance Agreement, a security interest in all fixtures (as defined in the Louisiana Commercial Laws--Secured Transactions, La. R.S. 10:9-101, et seq.) which may be placed on the Mortgaged Property after execution of this Mortgage. In connection with this grant of a security interest in future fixtures, and for the purposes of executory process, Mortgagor hereby confesses judgment in favor of Mortgagee for all amounts due, and which may become due, under the Homeowner Assistance Agreement and under this Mortgage, and Mortgagor hereby

waives notice, appraisal and all other rights with respect to enforcement of the mortgage on the Mortgaged Property granted herein. Mortgagor agrees to execute such financing statements and to take whatever other actions are reasonably requested by Mortgagee to perfect and continue Mortgagee's security interest in fixtures on the Mortgaged Property.

12. Mortgagee may, at any time, without notice to anyone, release any part of the Mortgaged Property from the effect of this Mortgage or grant an extension or deferment of time for the discharge of the debt represented by the Homeowner Assistance Agreement or any obligation hereunder, or release any one or more of the parties bound therefor from any or all of his or their obligations hereunder without affecting the personal liability of any other party then bound for the payment of the full Obligations due thereunder or hereunder, or for any other obligation thereunder or hereunder.

13. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

14. Any failure or delay on the part of Mortgagee to exercise any of the rights and remedies granted under this Mortgage, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall not waive, affect, or diminish the rights of Mortgagee to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee shall be deemed to have been waived by any act or knowledge of Mortgagee; but only by an instrument in writing specifying such waiver, signed by Mortgagee and delivered to Mortgagor. A waiver or forbearance on the part of Mortgagee as to one Default shall not constitute a waiver or forbearance as to any other or subsequent Default.

15. This Mortgage shall be governed and construed in accordance with the laws of the State of Louisiana. If any portion of this Mortgage is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Mortgage and the balance of this Mortgage shall be interpreted as if the deleted provision never existed.

16. In granting this Mortgage, Mortgagor waives all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Mortgaged Property to which Mortgagor may be entitled under the laws of the State of Louisiana. Mortgagor is also waiving the production of Mortgage, Conveyance and all other Certificates and relieves and releases the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith.

17. No amendment, modification, consent or waiver of any provision of this Mortgage, and no consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Mortgagee, and then shall be effective only as to the specific instance and for the specific purpose for which given.

18. This Mortgage represents the final, entire agreement between the parties with respect to the subject matter hereof. No course of dealing, course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this Mortgage. There are no oral agreements between the parties. The provisions hereof may be amended or waived only by an instrument in writing signed by Mortgagor and Mortgagee.

19. Mortgagor's obligations and agreements under this Mortgage shall be binding upon Mortgagor's successors, heirs, legatees, devisees, administrators, executors and assigns. If there is more than one Mortgagor under this Mortgage, all the agreements and obligations made and/or incurred by Mortgagors under this Mortgage shall be on a "solidary" or "joint and several" basis.

20. To give Mortgagor any notice required under this Mortgage, Mortgagee may hand deliver or mail the notice to Mortgagor at Mortgagor's last address in Mortgagee's records. If there is more than one Mortgagor under this Mortgage, notice to a single Mortgagor shall be considered as notice to all Mortgagors. To give Mortgagee any notice under this Mortgage, Mortgagor (or any Mortgagor) shall mail the notice to Mortgagee by registered or certified mail at the following address: \_\_\_\_\_, or at any other address that Mortgagee may have given to Mortgagor (or any Mortgagor) by written notice as provided in this section. All notices required or permitted under this Mortgage must be in writing and will be considered as given on the day it is delivered by hand or deposited in the U.S. Mail as provided herein.

21. Mortgagor covenants and agrees that Mortgagor's obligations and liabilities under this Mortgage shall be joint, several and solidary with all other Mortgagors. However, to the extent that the Mortgaged Property is community-owned immovable (real) property, and Mortgagor's spouse co-signs this Mortgage, Mortgagor's spouse is co-signing this Mortgage for purpose of: (a) concurring with the granting of this Mortgage on the community-owned immovable property (to the extent required under Civil Code Article 2347), without obligating the separate property of Mortgagor's spouse; and (b) waiving any homestead rights to which Mortgagor's spouse may be entitled under applicable law. Notwithstanding the forgoing, Mortgagor's spouse is obligated for payment of the Obligations and other

sums secured by this Mortgage to the extent of the spouse's community property interest, and to the extent that the Obligations are a community obligation.

22. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Homeowner Assistance Agreement, as modified and amended from time to time in accordance with the terms thereof.

**DONE AND SIGNED** in \_\_\_\_\_, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the presence of the undersigned witnesses and Notary.

**Witnesses:**

**MORTGAGOR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_

Notary or Bar Id. No. \_\_\_\_\_

Commission Expires \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF MORTGAGED PROPERTY**

