

K23-049

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

CREDIT SALE OF PROPERTY
BY
LOWER 9TH WARD NEIGHBORHOOD
EMPOWERMENT NETWORK ASSOCIATION (NENA)
TO
THE CONERLY CORPORATION

BE IT KNOWN, that on this 22nd day of February, in the year 2023

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

PERSONALLY, CAME AND APPEARED:

LOWER 9TH WARD NEIGHBORHOOD EMPOWERMENT NETWORK ASSOCIATION (NENA), (Tax ID# 76-0827045), a Louisiana Non-Profit Corporation, organized and existing under the laws of the State of Louisiana, duly registered with the Secretary of State of Louisiana as Charter Number 36172383N on 04/27/2006, represented herein by **HELENA NEALY**, its Director, by virtue of the Act of Corporate Resolution, the original of which is attached hereto and made a part hereof, with a mailing address of 1123 Lamanché Street, New Orleans, LA 70117; (herein sometimes called **VENDOR** and sometimes called **MORTGAGEE**);

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

THE CONERLY CORPORATION, (Tax ID# 72-1102280) a Louisiana Corporation, organized and existing under the laws of the State of Louisiana, duly registered with the Secretary of State of Louisiana as Charter Number 34191478D on 11/21/1985, represented herein by **JESSIE L. CONERLY**, its President, by virtue of the Act of Corporate Resolution, the original of which is attached hereto and made a part hereof, with a mailing address of 7470 Camberley Drive, New Orleans, LA 70128; (herein sometimes called **PURCHASER** and sometimes called **MORTGAGOR**)

here present, accepting and purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

8 Parcels of Ground: 1325-1327 Charbonnet Street, 1337 Charbonnet Street, 1307 Delery Street, 1424-26 Delery Street, 1234 Gordon Street, 1238 Gordon Street, 5424 N. Claiborne Avenue, 6435 Urville Street

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 555, situated in what is known as "St. Claude Place", which square is bounded by Charbonnet Street, Villere Street, Urquhart Street and Alabo (late Adam) Street, designated as LOT 7 on a plat of survey by J.D. Dresner, Notary Public, dated April 29, 1926, and a blue print of survey made by S.E. Calongne & Sons, C.E. & S, dated May 3, 1935, a copy of which is annexed to an act before M.L. Dresner, Notary Public on May 15, 1935, and according to blue print of survey made by E.L. Eustis, C.E. & S., dated February 11, 1944, the said LOT 7 commences at a distance of 186 feet, 4 inches from Charbonnet Street and Urquhart Street, measuring thence 31 feet, 0 inches front on Charbonnet Street, by a depth between equal and parallel lines of 120 feet; all as more fully shown on a plat of survey by Adloe Orr, Jr., C.E. dated March 17, 1961, a certified copy of which is annexed to an act passed before Richard L. Voelker, Jr., Notary Public, dated March 22, 1961.

For Informational Purposes Only:
Municipal No. **1325-27 Charbonnet Street, New Orleans, Louisiana 70117**
Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, LLC by act of transfer dated April 7, 2011 and registered under CIN 487976, N.A. #2011-13814, Orleans Parish, Louisiana.

AND

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 555, which square is bounded by Villere, Charbonnet, Alabo and Urquhart Streets, and according to a survey of St. Claude Place by W.B. Daniel Surveyors, a blueprint of which is annexed to an act before John Wagner, Notary Public, dated April 16, 1926, aid lot is designated as LOT 10 and measures 31 feet, 0 inches, 6 lines front on Charbonnet Street by a depth of 120 feet between equal and parallel lines.

For Informational Purposes Only:

Municipal No. **1337 Charbonnet Street, New Orleans, Louisiana 70117**

Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, LLC by act of transfer dated April 7, 2011 and registered under CIN 487976, N.A. #2011-13814, Orleans Parish, Louisiana.

AND

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in that part thereof known as ST. CLAUDE SUBDIVISION, in SQUARE NO. 15, which square is bounded by Urquhart Street, Urville Street, Delery Street and the property line of the United States Jackson Barracks property, designated as LOT 5 on a plat of survey by Percy H. Stern, N.P., dated May 9, 1921, said lot measures 25 feet front on Delery Street by a depth of 104 feet between equal and parallel lines; all according to a survey by J. J. Krebs & Sons, dated October 8, 1951.

For Informational Purposes Only:

The improvements thereon bear the Municipal Nos. **1307 Delery Street, New Orleans, Louisiana 70117.**

Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, L.L.C. by Act of Transfer dated April 7, 2011, registered as CIN 487976, N.A. No. 2011-13814.

AND

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 568, which square is bounded by N. Robertson, N. Villere, Tricou Street and Delery Street, designated as LOT 18 on a plat of survey by Fred Deibel, N.P., dated July 21, 1914, and according thereto, said lot measures 30 feet, 9 inches front on Delery Street, by a depth of 104 feet, 4 inches between equal and parallel lines, all according to a survey of Gilbert & Kelly dated March 21, 1934.

For Informational Purposes Only:

The improvements thereon bear the Municipal Nos. **1424-26 Delery Street, New Orleans, Louisiana 70117.**

Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, L.L.C. by Act of Transfer dated April 7, 2011, and registered as CIN 487976, N.A. No. 2011-13814, Orleans Parish, Louisiana.

AND

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 450, which square is bounded by Urquhart, Marais, Gordon and Alabo (late Adams) Streets (being old Square No. 26 of Faubourg Washington), designated as LOT "D" on a plat of survey by F. J. Oliveira, C.E., dated March 28, 1921, and according to which survey, said lot commences at a distance of 82 feet, 6 inches from the intersection of Gordon and Urquhart Streets and measure thence 27 feet, 6 inches front on Gordon Street, same width in the rear, by a depth of 104 feet between equal and parallel lines.

Said lot is designated by the LETTER "D" on a survey of Gilbert, Kelly & Couturie, Inc., Surveyors & Engineers, dated September 3, 1970, blue print copy of which is annexed to an act passed before Robert J. Oster, N.P., and according thereto, said lot is situated in the same district and square and has the same measurements and dimensions as shown above. Said lot is also designated by the LETTER "D" on survey made by Gilbert, Kelly & Couturie, Inc., C.E. & S., dated September 30, 1970, redated October 31, 1972, a copy of which redated survey is annexed to an act before Edmund T. Wegner, N.P.

For Informational Purposes Only:
The improvements thereon bear the Municipal Nos. **1234 Gordon Street, New Orleans, Louisiana 70117.**
Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, L.L.C. by act dated April 7, 2011, and registered as CIN 487976, N.A. No. 2011-13814, Orleans Parish, Louisiana.

AND

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 450, which square is bounded by Gordon, Marais, Alabo and Urquhart Streets, designated as LETTER "G" on a plat of survey by Gilbert & Kelly, Surveyors, dated January 19, 1938, annexed to act before E. Wegener, N.P., dated August 10, 1940; and according thereto, said lot said lot commences 49 feet, 6 inches from the corner of Urquhart and Gordon Streets, measures thence 33 feet front on Gordon Street, same width in the rear, by a depth between equal and parallel lines of 104 feet, all in accordance with survey made by J.J. Krebs & Sons, Surveyors, dated October 12, 1961.

For Informational Purposes Only:

Municipal No. **1238 Gordon Street, New Orleans, Louisiana 70117**

Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, LLC by act of transfer dated April 7, 2011 and registered under CIN 487976, N.A. #2011-13814, Orleans Parish, Louisiana.

AND

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 680, which square is bounded by N. Claiborne Avenue, Andry Street, N. Robertson and Flood Streets, designated as LOT 15 and commences at a distance of 141 feet 4 inches 1 line from the corner of Andry Street and N. Claiborne Avenue, and measures thence 30 feet front on N. Claiborne Avenue, in the direction of Flood Street, same width in the rear, by a depth on both sidelines of 106 feet, 8 inches and 5 lines; all as shown on a survey made by F. G. Stewart, Surveyor, dated May 18, 1944, a blue print copy whereof is annexed to an act of sale by Henry C. Schauburg, Sr., et al, to Stephen L. Guice passed before Bernard Titcher, Jr., Notary Public, on May 19, 1944. And according to survey of Adloe Orr, Jr. dated August 15, 1950, said property is situated in the same square, has the same lot number and boundaries as hereinabove set forth, also said property has the same measurements as above.

For Informational Purposes Only:

The improvements thereon bear the Municipal No. **5424 N. Claiborne Avenue, New Orleans, Louisiana 70117.**

Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, L.L.C. by act dated April 7, 2011, recorded as CIN 487976, N.A. No. 2011-13814, Orleans Parish, Louisiana.

AND

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the THIRD DISTRICT of the City of New Orleans, Parish of Orleans, State of Louisiana, in SQUARE NO. 14, which square is bounded by N. Villiere Street, Urville Street, Deley Street and the property line of United States Jackson Barracks, designated as LOT 15 on a plat of survey by Gilbert & Kelly, Surveyors, dated February 23, 1946, and annexed to an act passed before Eugene J. Yrie, Notary Public, dated March 18, 1946, and according to which survey, said lot measures 26 feet front on Urville Street, by 100 feet in depth between equal and parallel lines with a width in the rear of 26 feet; and all as more fully shown on a plat of survey made by Adloe Orr, Jr. & Associates, C.E., dated March 26, 1958, a certified copy of which is annexed to an act before Richard L. Voelker, Jr., Notary Public.

For Informational Purposes Only:

Municipal No. **6435 Urville Street, New Orleans, Louisiana 70117**

Being a portion of the same property acquired by Lower 9th Ward Neighborhood Empowerment Network Association from AHC-NOLA 1, LLC by act of transfer dated April 7, 2011 and registered under CIN 487976, N.A. #2011-1-13814, Orleans Parish, Louisiana.

THIS ACT IS MADE, ACCEPTED AND SUBJECT TO THE FOLLOWING:

This property is subject to servitudes and restrictions in chain of title, including any and all applicable restrictions, servitudes, rights of way, and outstanding mineral interests contained in the chain of title, without in anyway renewing the same or acknowledging the validity thereof.

To have and to hold the above-described Property unto the said Purchaser, its successors and assigns forever, Purchaser hereby acknowledging the following:

THIS SALE AND CONVEYANCE BY SELLER TO PURCHASER OF ALL RIGHT, TITLE AND INTEREST OF SELLER IN AND TO THE PROPERTY IS MADE WITHOUT ANY WARRANTY OR RECOURSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE (EXCEPT SOLELY AS TO AN EVICTION OF BUYER OCCASIONED BY THE ACTS OF SELLER), ABSENCE OF VICES OR DEFECTS (WHETHER APPARENT OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN), FITNESS FOR ANY ORDINARY USE, OR FITNESS FOR ANY INTENDED USE OR PARTICULAR PURPOSE, EVEN FOR THE RETURN OR REDUCTION OF THE PURCHASE PRICE OR OTHERWISE, THE SOLE PERIL AND RISK OF EVICTION (EXCEPT SOLELY BY PURCHASER, BUT WITH FULL SUBSTITUTION AND SUBROGATION IN AND TO ALL OF THE RIGHTS AND ACTIONS OF WARRANTY WHICH SELLER HAS OR MAY HAVE AGAINST ALL PRECEDING OWNERS OR SELLERS; IT BEING UNDERSTOOD THAT PURCHASER TAKES THE PROPERTY "AS IS" AND "WHERE IS", PURCHASER HEREBY ACKNOWLEDGING RELIANCE SOLELY ON ITS OWN TITLE EXAMINATION AND INSPECTION OF THE PROPERTY, AND NOT ON ANY WARRANTIES OR REPRESENTATIONS FROM SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO HABITABILITY, MERCHANTABILITY, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, ET SEQ., OR THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY OR THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF. PURCHASER FURTHER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT IN SELECTING THE PROPERTY, EXCEPT FOR AN EVICTION OF PURCHASER OCCASIONED BY THE ACTS OF SELLER, PURCHASER SHALL HAVE NO RIGHT OR CAUSE OF ACTION IN WARRANTY OR OTHERWISE AGAINST SELLER IN ANY CONTROVERSY, CLAIM, DEMAND, OR LITIGATION ARISING FROM OR IN CONNECTION WITH THE PROPERTY, AND PURCHASER HEREBY WAIVES ANY SUCH RIGHT OR CAUSE OF ACTION. FURTHER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER DOES NOT WARRANT THAT THE PROPERTY IS FREE FROM REDHIBITORY OR LATENT DEFECTS OR VICES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS, CLAIMS AND CAUSES OF ACTION AND RELEASES SELLER FROM ALL LIABILITY (1) FOR REDHIBITION OR FOR DIMINUTION OF THE PURCHASE PRICE OR OTHERWISE UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE, AS NOW EXISTING OR AS HEREAFTER AMENDED, OR (2) FOR PEACEABLE POSSESSION OR RESTITUTION OF THE PURCHASE PRICE UNDER LOUISIANA CIVIL CODE ARTICLES 2500 THROUGH 2517, INCLUSIVE, AS NOW EXISTING OR AS HEREAFTER AMENDED, EXCEPT SOLELY AS TO AN EVICTION OF PURCHASER OCCASIONED BY THE ACTS OF SELLER, OR (3) FOR BREACH OF THE WARRANTIES IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2475, AS NOW EXISTING OR AS HEREAFTER AMENDED, EXCEPT SOLELY AS TO AN EVICTION OF PURCHASER OCCASIONED BY THE ACTS OF SELLER. PURCHASER FURTHER DECLARES AND ACKNOWLEDGES THAT THE FOREGOING WAIVERS HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER AND EXPLAINED IN DETAIL TO IT, AND THAT PURCHASER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THE FOREGOING WAIVERS.

THE CONERLY CORPORATION

BY: JESSIE L. CONERLY
PRESIDENT

Purchasers and Sellers acknowledge and recognize that the above-described property being sold and purchased, and all component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances and all other items located thereon, is accepted in "as is/where is" condition and this sale is made without any warranties of any kind whatsoever, express or implied, as to the condition thereof, even as to the metes and bounds, zoning, operation or suitability of the property for the use intended by the purchasers, without regard to the presence of apparent or hidden defects and with the purchasers' 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 defects, and the purchasers acknowledge that without this acceptance this sale would not be made.

Purchasers acknowledge and declare 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 of otherwise and upon which the purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchasers have had full, complete and unlimited access to the property herein conveyed for all test and inspections which purchasers, in purchasers' sole discretion deems sufficiently diligent for the protection of purchasers' interests.

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

Purchasers also waive any rights purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to La. Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to purchaser by seller. By purchasers' signatures, purchasers expressly acknowledge all such waivers and purchasers' exercise of purchasers' right to waive warranty pursuant to La. Civil Code Article 2520 and 2548, inclusive. The herein agreement, upon its execution by both purchasers and sellers, is herewith made an integral part of the Act of Sale.

Purchasers Initials

Sellers Initials

This sale is made and accepted for and in consideration of the price and sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 (\$160,000.00) DOLLARS, in part payment and deduction whereof the said Purchaser has well and truly paid, in ready and current money, the cash sum of SIXTEEN THOUSAND AND NO/100 (\$16,000.00) DOLLARS to the said Vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefore.

And for the balance of said purchase price, to-wit: the sum of ONE HUNDRED FORTY-FOUR THOUSAND AND NO/100 (\$144,000.00) DOLLARS, the said Purchaser has furnished one promissory note (the "Note") of even date herewith, for the sum of ONE HUNDRED FORTY-FOUR THOUSAND AND NO/100 (\$144,000.00) DOLLARS, payable to the order of Vendor, bearing interest at an initial rate of zero percent (0.00%) percent per annum, with a final balloon payment of principal due on June 1, 2023. Said Note, after having been paraphed "Ne Varietur" by me, Notary, for identification herewith, has been delivered to the said Vendor who hereby acknowledges the receipt thereof.

paid.

Parcel No.	39W307106	1325-1327 Charbonnet Street.
Parcel No.	39W307109	1337 Charbonnet Street.
Parcel No.	39W212403	1307 Delery Street
Parcel No.	39W307711	1424-26 Delery Street
Parcel No.	39W300513	1234 Gordon Street
Parcel No.	39W300514	1238 Gordon Street
Parcel No.	39W402814	5424 N. Claiborne Avenue
Parcel No.	39W212312	6435 Urville Street

AND NOW INTERVENES, the CITY OF NEW ORLEANS, represented herein by the Mayor of the City of New Orleans, herein acting in the official capacity, pursuant to the Home Rule Charter of the city of New Orleans, to consent and concur with this transfer of said property and to release LOWER 9TH WARD NEIGHBORHOOD EMPOWERMENT NETWORK ASSOCIATION (NENA) from its obligations registered in the acquisition by LOWER 9TH WARD NEIGHBORHOOD EMPOWERMENT NETWORK ASSOCIATION (NENA).

THE CONERLY CORPORATION agrees to renovate and/or develop the property hereinabove described in accordance with the plans submitted by THE CONERLY CORPORATION to the City within 270 days from the date hereof, THE CONERLY

CORPORATION agrees that all work shall be in accordance with the requirements of the New Orleans City Code and the New Orleans Building Code. Until such work is completed, **THE CONERLY CORPORATION** hereby binds itself, its successors and assigns not to sell, alienate, mortgage, assign or otherwise convey or deteriorate said property without the prior written consent of the City. Notwithstanding the foregoing, **THE CONERLY CORPORATION** may mortgage the property solely for the purpose of financing the renovation or development of the property in accordance with the plans submitted by **THE CONERLY CORPORATION** to the City. These obligations shall be deemed a pact de non alienando.

In the event **THE CONERLY CORPORATION** violates these obligations, **THE CONERLY CORPORATION** hereby confesses judgment for the reversion, revocation, rescission or dissolution of the title to the property, to the CITY OF NEW ORLEANS, together with all costs, charges, attorney's fees and taxes, and the CITY may (1) enforce **THE CONERLY CORPORATION'S** obligations hereunder by any means or remedy granted herein or allowed by law and (2) revoke, rescind and dissolve this sale by ordinary, summary or executory process, as may be available to the City pursuant to the La. CCP, which rights shall, ipso facto, and without any demand or putting in default, said demand and default being expressly waived, become immediately due and exigible upon any violation of these obligations by **THE CONERLY CORPORATION**.

In the event that this sale is revoked, rescinded and/or dissolved, **THE CONERLY CORPORATION** agrees that the City shall have no obligation to return the purchase price or the value of the improvements made by **THE CONERLY CORPORATION** to the property or any other sums expended or claimed by **THE CONERLY CORPORATION**, whatsoever. **THE CONERLY CORPORATION** and the City agree that the remedies granted to the City herein and by law shall not be construed as a right of redemption, but as remedies for the failure of **THE CONERLY CORPORATION** to perform its obligations hereunder. The remedies granted unto the City herein are not exclusive. The City may avail itself of any remedy whatsoever whether expressed herein or allowed by law. For example, and not by way of any limitation, in the event **THE CONERLY CORPORATION** resells the property in violation of this obligation, the City may enforce its remedy to compel renovation of the property and sue to recover the full proceeds of the resale, which recovery shall be deemed liquidated damages, or may revoke, rescind and dissolve this sale.

This agreement constitutes a contract between the City and **THE CONERLY CORPORATION** and the foregoing commitments are the obligations of **THE CONERLY CORPORATION**, not conditions of sale, and shall be covenants running with the land.

Upon completion of the renovation or development of said property in accordance with the plans submitted by **THE CONERLY CORPORATION** to the City to the satisfaction of the City, the City shall execute a document suitable for recordation by **THE CONERLY CORPORATION** stating that **THE CONERLY CORPORATION'S** obligations under this agreement have been satisfied and releasing all limitations or restrictions on the free alienability of **THE CONERLY CORPORATION'S** title.

As security for the payment of said indebtedness and for the performance of all obligations herein, a special mortgage and Vendor's lien and privilege are hereby retained and granted in favor of Vendor and of all future holders of said Note on the property herein conveyed. The said premises are so to remain mortgaged and hypothecated until the full and final payment of the aforesaid Note, interest, escrow payments, as well as all other sums secured hereby, Purchaser binding themselves not to sell, alienate or encumber the same to the prejudice of this act; Purchaser hereby confessing judgment in favor of Vendor for the full amount thereof, capital, interest, escrow payments and escrow advances, together with all other sums secured hereby.

As further security for payment of said indebtedness and performance of Purchaser's obligations, covenants and agreements herein contained, Purchaser hereby transfers, sets over and assigns to Vendor: a. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right to receive and receipt thereof and apply the same to said indebtedness either before or after any default hereunder, and Vendor may demand, sue for and recover any such payments but shall not be required so to do. b. All other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Purchaser, however, so long as Purchaser is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraphs a and b, is hereby authorized to pay same to Vendor upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Vendor to discontinue same.

c. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof under the power of eminent domain, and any award for change of grade of streets or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof. Vendor may apply all such sums or any part thereof so received on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

Purchaser declared that it does hereby specially covenant and agree to the faithful fulfillment of the following stipulations in favor of Vendor, to-wit:

1. To pay all sums secured hereby when due.
2. To keep the buildings and improvements on the property hereby mortgaged constantly insured against loss by fire and extended coverage up to the full insurable value of the buildings and improvements and final payment of said Note, in companies acceptable to Vendor, and to transfer the said insurance and all policies of insurance to Vendor in such appropriate form as will make the said insurance payable to Vendor as its interest may appear, and at the request of Vendor to deliver all of said policies to it. And in case of failure on the part of Purchaser so to insure and deliver such policies, then Vendor may effect such insurance, and pay the premiums thereon, which amounts so paid with interest at the rate of percent (0.00%) per annum shall be deemed a part of the debt secured by this act of credit sale; provided, however, that none of the above provisions shall be construed as obligatory upon Vendor or as making it liable for loss, damage or injury which may result from the non-insurance of the said buildings and improvements or other failure; and provided further that in case any money is collected by Vendor on account of loss under such insurance policies such money may, at the option of Vendor, be either paid to Purchaser for the purpose of rebuilding or restoring the damaged premises, or applied upon any indebtedness secured hereby, whether due or not, in such order as Vendor may direct, or all or any part of such money may be released. Neither the application nor the release of any such amounts shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Upon foreclosure hereof or other acquisition of the premises or any part thereof by Vendor, such policies shall become the absolute property of Vendor.
3. To pay, when due, all taxes and assessments of any type or nature, local or otherwise, which may be levied on said premises, and any claim, lien or encumbrance against the premises which may be or become prior to the mortgage.
4. To pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Purchaser any Funds held by Lender.
5. The entire indebtedness and all other sums secured hereby shall become due and payable immediately after thirty days' notice from Vendor to Purchaser, in the event of the passage of any law or ordinance (1) deducting from the value of real estate for the purposes of taxation any lien thereof or (2) under which any tax on this mortgage or the debt thereby secured would be imposed by the state or any political subdivision thereof.
6. That Purchaser (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Vendor shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Vendor's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof, and (vi) will not remove without Vendor's written consent, any of the fixtures, equipment or appliances now or hereafter attached to the premises.
7. If Purchaser fails to pay any claim, lien or encumbrance which is prior to the mortgage, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Vendor, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Vendor deems advisable, and for any of said purposes Vendor may advance such sums of money as it deems necessary.
8. Purchaser will pay to Vendor, immediately and without demand, all sums of money advanced by Vendor pursuant to the mortgage, together with interest on each such advancement at the rate of zero percent (0.00%) per annum and all such sums and interest thereon shall be secured hereby.
9. If default be made in payment of any installment of principal or interest of said Note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Purchaser's obligations, covenants or agreements hereunder, or in case Purchaser should become insolvent, or apply to the bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted against Purchaser to put him in involuntary bankruptcy, or should any proceedings be taken against Purchaser looking to the appointment of a receiver or syndic, or should the property herein mortgaged be seized under any writ or process of court, or by any trustee acting under any mortgage,

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Vendor, without notice or demand, which are hereby expressly waived, and it shall be lawful to cause all and singular the property herein mortgaged and hereinabove described to be seized and sold, after due process of law. In the event that Vendor should not desire to resort to executory process, Purchaser does consent, agree and stipulate that Vendor may file suit in any court of competent jurisdiction and obtain judgment immediately by virtue of the confession of judgment herein contained. Purchaser hereby waives allotment, citation and all legal notices including the 3 and 5 days' notice of demand and delays provided for by the Code of Civil Procedure of the State of Louisiana, and consents that said judgment may be rendered, signed and executed immediately, either in vacation or in term time, and also waives the benefit of any and all laws or parts of laws relative to the appraisalment of property seized and sold under executory or other legal process and consents that said property be sold without appraisalment to the highest bidder for cash, or on such terms as Vendor may direct, and that in the event of any such sale the property may be sold at the option of the Vendor either as a whole or in such lots or parcels as Vendor may elect.

(b) Irrespective of whether Vendor accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Vendor at its option may have a receiver appointed by the Court to take possession of the premises and to manage, operate and conserve the value thereof and collect the rents, issues and profits thereof. Such receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Purchaser in the rental or leasing thereof or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Vendor hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Vendor shall elect, and Vendor shall not be liable to account to Purchaser for any action taken pursuant hereto other than to account for any rents actually received by Vendor.

10. The Note herein described and this mortgage and all matters relating to or pertaining to this loan shall be governed and construed by and under the laws of the State of Louisiana without regard to where the mortgage may be executed or delivered or the payment of the Note made.

11. Any covenants or agreements in this mortgage contained which might otherwise affect the character of the Note secured hereby as a negotiable instrument, to the contrary notwithstanding, the said Note shall, as regards to Purchaser, and in favor of Vendor, be deemed a negotiable instrument within the meaning and intentment of the laws of the State of Louisiana, with all of the qualities and characteristics thereof as stipulated in the said laws.

12. No delay by Vendor in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Vendor may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

14. Without affecting the liability of Purchaser, endorsers, guarantors, sureties or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Vendor with respect to any security not expressly released in writing, Vendor may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge thereof.
- c. Exercise or refrain from exercising or waive any right Vendor may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

15. Vendor shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

16. In the event the Purchaser, without the prior written consent of the Vendor, shall sell, convey or alienate, or mortgage or encumber the property hereby mortgaged or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntary or involuntary, the entire balance of the indebtedness shall be and become immediately due and payable at the option of the Vendor.

17. In case said Note is placed in the hands of an attorney for collection after maturity or default, or in case legal proceedings are instituted for the recovery of the amount of the Note, or any part thereof, or any interest thereon, or to protect the rights of the holder or holders of said Note, the Purchaser binds and obligates himself to pay the fees of the attorney at law who is employed for that purpose, which fees are hereby fixed at the rate set forth in the Note which is secured hereby.

18. In the event that any installment shall become overdue and remain unpaid for a period in excess of thirty (30) days, a "late charge" of ten percent (10.00%) percent of any installment so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payments.

19. In the event the property mortgaged herein is seized as an incident to an action for the recognition or the enforcement of this mortgage, whether by executory process, writ of fieri facias, sequestration, or otherwise, Purchaser and Vendor do hereby designate Vendor, or its agent, as the keeper of the property, all in accordance with the provisions of Revised Statutes Title 9, Section 5136, et seq.

20. When all indebtedness secured hereby has been paid in full, this mortgage and all assignments herein contained shall be void and Vendor shall return the Note to Purchaser and execute any release presented to Vendor all at the cost and expense of Purchaser, otherwise to remain in full force and effect.

21. Except as otherwise expressly provided pursuant to any legal requirement, any notices, demands, or other communications (collectively, "notices"), given or required to be given under or in connection with this mortgage shall be effective only if in writing and a) if to Vendor, then sent by private courier or certified mail, postage prepaid, to Vendor at the address set forth on the first page hereof or to such other address as Vendor may designate for such purpose by like notice; b) if to Purchaser, sent by private courier or certified mail, postage prepaid, addressed to Purchaser at the address set forth on the first page hereof, or to such other address as Purchaser may designate for such purpose by like notice.

22. The term "Vendor" shall include the holder or holders of the Note referred to, and this mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Wherever 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.

23. Purchaser further declare that in favor of Vendor herein, and as regards the Property hereby mortgaged, they waive any and all homestead exemptions to which they are or may be entitled under the Constitution and laws of the State of Louisiana.

Vendor warrants that he has alienated the above described property since his acquisition thereof, or that it is subject to any encumbrance whatever, except:

The parties hereto waive the production of any and all certificates which may be required by law, and release and relieve me, Notary, and Bayou Title, Inc., and its attorneys from any and all liability in connection therewith. The parties take cognizance of the fact that a current survey has not been obtained on the herein described property, and relieve and release me, Notary, and Bayou Title, Inc., and its attorneys from any and all liability in connection therewith.

{Signature Page to Follow}

THUS, DONE AND PASSED in my office at Orleans Parish, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

VENDOR:

Name Printed: LOWER 9TH WARD NEIGHBORHOOD
EMPOWERMENT NETWORK ASSOCIATION (NENA)

BY: _____
RON MAZIER
EXECUTIVE DIRECTOR

Name Printed: _____

VENDEE:

THE CONERLY CORPORATION

BY: _____
JESSIE L. CONERLY
PRESIDENT

NOTARY PUBLIC
PRINT NAME: _____
BAR ROLL/NOTARY ID NO.: _____
MY COMMISSION EXPIRES: FOR LIFE

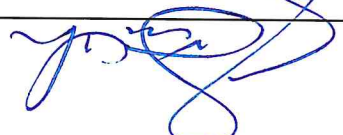
Title Insurance Producer: Bayou Title, Inc.
Address: 8020 Crowder Blvd., New Orleans, LA 70127
Producer License No.: 257049
Title Insurance Underwriter: OLD REPUBLIC TITLE INSURANCE COMPANY
Title Opinion by: ADAM L. LALIBERTE
LA Bar Roll No.: 39950

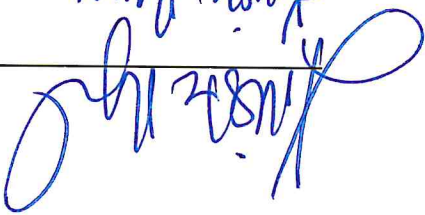
INTERVENOR SIGNATURE TO ACT DATED _____, 2023, BEFORE, _____, NOTARY PUBLIC, BY LOWER 9TH WARD NEIGHBORHOOD EMPOWERMENT NETWORK ASSOCIATION (NENA) TO THE CONERLY CORPORATION.

STATE OF LOUISIANA
PARISH OF ORLEANS

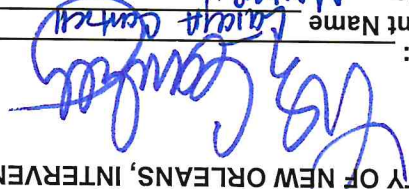
THUS, DONE AND PASSED, in New Orleans, Louisiana, on this 22nd day of February, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:



Gloria Smith
Print Witness Name


Kristin Iyer
Print Witness Name

CITY OF NEW ORLEANS, INTERVENOR
BY: 

Clayton W. Davis III
Print Name

Mayor
Title

NOTARY PUBLIC

Clayton W. Davis III
Print Name
I.D. No. 24069
Comm. Expires at death
(SEAL)

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans