

Calcasieu Parish Recording Page

H. Lynn Jones II
Clerk of Court
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Lake Charles, LA 70602
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Received From :
SANNER CECIL R. (54)
4830 LAKE ST.
LAKE CHARLES, LA 70605

First VENDOR
HAYES, GORDON RANDOLPH

First VENDEE
HEBERT, BYRON KEITH

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Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Calcasieu Parish, Louisiana

On (Recorded Date) : 10/24/2014
At (Recorded Time) : 2:56:25PM



Deputy Clerk



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STATE OF LOUISIANA :

WARRANTY DEED

PARISH OF CALCASIEU :

BEFORE the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

GORDON RANDOLPH HAYES and JACQUELINE ELAINE HEBERT
HAYES, born Hebert, husband and wife, residents of
5572 E. Jake Oliver Lane, Iowa, Louisiana 70647;
(His SSAN: ***-**-2549 and Her SSAN: ***-**-7600);

hereinafter referred to as "vendor", masculine, singular, regardless of number or gender, who declared that for and in consideration of the sum of \$80,000.00, to him in hand paid by:

BYRON KEITH HEBERT and MARY CATHERINE HEBERT,
born Castille, husband and wife, residents of 7048
Greathouse Road, Lake Charles, Louisiana 70607;
(His SSAN: ***-**-7592 and Her SSAN: ***-**-6754);

hereinafter referred to as "vendee", masculine, singular, regardless of number or gender, he, the said vendor, does by these presents GRANT, SELL and CONVEY, with full warranty of title and with full subrogation to all of the rights and actions of warranty of the said vendor against all former owners and vendors, unto the said vendee, all that certain parcel of ground situated in the Parish of Calcasieu, State of Louisiana, to-wit:

Parcel No. 1:

Commencing 1,938.62 feet South of the Northeast corner of Section 5, Township 11 South, Range 8 West; thence West 200 feet; thence South 88 feet; thence East 200 feet; thence North 88 feet to the point of commencement.

Being the same property acquired by Jacqueline Elaine Hebert Hayes via Donation from Hursey Joseph Hebert, et ux, filed July 2, 2009, recorded in Conveyance Book 3591, page 236, records of Calcasieu Parish, Louisiana; AND

Parcel No. 2:

Commencing 2,116.62 feet South of the Northeast corner of Section 5, Township 11 South, Range 8 West; thence West 335.06 feet; thence North 128 feet; thence East 135.06 feet; thence South 38 feet; thence East 200 feet; thence South 90 feet to the point of commencement.

Being the same property acquired by Gordon Randolph Hayes, et ux from Brett Joseph Hebert via Act of Correction of Warranty Deed filed June 13, 2008, recorded in Conveyance Book 3505, page 520, records of Calcasieu Parish, Louisiana.

Vendor and vendee agree that the property, i.e. the land, improvements, component parts and all other items relative to the property, are transferred by vendor to vendee on an "AS IS" and "WHERE IS" basis, in their present condition, and that these are being transferred by vendor to vendee without any warranty whatsoever on the part of vendor, except as to title. Except with respect to the warranty of title, vendee hereby expressly waives all warranties as to the property herein conveyed, whether express or implied by this or any other writing or representation, as well as all warranties provided by law. This waiver applies to all warranties of any nature, express or implied, including, without limitation, warranties of fitness for a particular purpose.

Vendee understands that under provisions of law, this sale would ordinarily include a warranty, implied by law, against certain defects in the property sold. Vendee also expressly waives any and all such warranties, with respect to all defects, whether apparent or latent, visible or not visible, and regardless of whether or not vendee is presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless, or so inconvenient and imperfect that vendee would not have purchased it had vendee known of the defect.

Vendee also waives any rights vendee might have or ever have relative to this sale (a) to any redhibitory action, (b) to the return of all or any portion of the purchase price, (c) to rescind or revoke the sale, or (d) to have vendor repair or replace all of any part of the property conveyed. Vendor, however, does assign and transfer to vendee any rights of warranty that vendor might have, if any, against others pertaining thereto.

Vendee hereby acknowledges that vendee has read and understands the foregoing waiver of warranty, that the waiver has been pointed out and explained to vendee, and that questions or doubts vendee has concerning same have been answered satisfactorily. Vendor and vendee acknowledge and stipulate that the sales price was negotiated and agreed upon after considerations of the waiver or warranty herein set forth.

This conveyance is subject to the usufruct for life, as set forth in favor of Hursey Joseph Hebert and Marie (NMN) LeDoux Hebert in that certain Donation from Parents to Child filed July 2, 2009, recorded in Conveyance Book 3591, page 236, records of Calcasieu Parish, Louisiana.

No title opinion or title examination has been requested of or made by me, Notary, and the description of the property and other information contained herein was as furnished by the parties hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, to the said vendee, his heirs and assigns forever.

IN TESTIMONY WHEREOF, witness the signatures of the said vendor and vendee at Lake Charles, Louisiana, in the presence of me, Notary Public, and the undersigned competent witnesses, on this 24th day of October, 2014.

WITNESSES:

Hursey J. Hebert
Hursey J. Hebert

Gordon Randolph Hayes
GORDON RANDOLPH HAYES

Marjie Chambers
Marjie Chambers

Jacqueline Elaine Hebert Hayes
JACQUELINE ELAINE HEBERT HAYES

Byron Keith Hebert
BYRON KEITH HEBERT

Mary Catherine Castille Hebert
MARY CATHERINE CASTILLE HEBERT

Cecil R. Sanner

CECIL R. SANNER - NOTARY PUBLIC
Notary I.D. No. 7992