

JUN-11-2007 10:15

STEED LAW FIRM, LLC

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The STEED LAW FIRM, L.L.C.
(504) 582-1199

CASH SALE OF REAL PROPERTY
BY
MICHAEL LOUIS SHWARTZ a/k/a MICHAEL L. SHWARTZ
TO
RANO, L.L.C.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

CITY OF NEW ORLEANS

BE IT KNOWN, that on the dates, at the places, in the presence of the witnesses and Notaries Public hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

MICHAEL LOUIS SHWARTZ, a/k/a MICHAEL L. SHWARTZ (SSN ~~xxx-xx-96xx~~), a person of the full age of majority and a resident of Orleans Parish, Louisiana, who declared that he has been married twice, firstly to Misti Phippe, from whom he was separate in property pursuant to the Marriage Contract executed August 4, 1986, registered in COB 608G folio 60, records of Orleans Parish, Louisiana, and from whom he was divorced, and secondly to Samantha Jane Elmer, with whom he is presently living and residing, but from whom he is separate in property pursuant to the Marriage Contract executed June 12, 1992, filed as CIN 53280, records of Orleans Parish, Louisiana;

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Mailing Address: c/o Mark Stein, Esq.
Lowe, Stein, Hoffman, Allweiss & Hauer, LLP
701 Poydras Street, Suite 3600, New Orleans, LA 70139

(hereinafter referred to as "Vendor")

who declared that he does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties as to title, and with full substitution and subrogation in and to all rights and actions of warranty which he has or may have against all preceding owners and vendors, unto:

RANO, L.L.C. (EIN 20-5254878), a Louisiana Limited Liability Company, domiciled in the Parish of Jefferson, organized pursuant to Articles of Organization, dated July 20, 2006, filed with the Louisiana Secretary of State on July 20, 2006, represented herein by its undersigned sole Member/Manager, duly authorized pursuant to the Certificate of Authority annexed hereto;

Mailing Address: 104 Metairie Heights, Metairie, LA 70001

(hereinafter referred to as "Vendee")



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the said Member/Manager of Vendee being here present, accepting and purchasing for Vendee, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

A CERTAIN PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, servitudes, advantages, and appurtenances thereto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Orleans, Seventh Municipal District of the City of New Orleans, in the square designated by the Letter 8-V on the old plan of Carrollton, now designated on the City Plan as **SQUARE NO. 70**, bounded by Carrollton Avenue, St. Charles Avenue, Dublin and Hampson Streets; which portion of ground begins at a point situated at a distance of 90 feet from the intersection of Hampson Street, measures 42 feet 6 inches front on **CARROLLTON AVENUE**, by a depth of 120 feet, between parallel lines, being composed of the whole of the original Lot No. 7 and a portion of the original Lot No. 8.

According to a survey by Adlos Orr, C.E., dated June 8, 1946, print of which is annexed to an act before Isaac S. Heller, Notary Public, dated June 4, 1946, said portion of ground is situated in Square No. 70, bounded by Carrollton Avenue, Hampson Street, Dublin Street, Leake Avenue, and St. Charles Avenue, commences at a distance of 49 feet 1 inch 7 lines from the corner of Carrollton Avenue and Hampson Street, and measures thence 42 feet 6 inches front on **CARROLLTON AVENUE**, the same in width in the rear, by a depth of 120 feet 8 inches (actual measurement) (120 feet - title measurement), between equal and parallel lines; all as further shown on a survey by Gilbert, Kelly & Couturié, Inc., S. & E., dated July 28, 2006, except that the depth on each sideline is shown to be 120 feet, without reference to title or actual measurements.

Improvements thereon bear Municipal No. 626 S. Carrollton Avenue.

(hereinafter the "Property")

Being the property acquired by Michael Louis Schwartz a/k/a Michael L. Schwartz (a) from Joan Schwartz Goldsmith by an act before Bernard H. Barina, Notary Public, dated March 10, 1983, filed in COB 782 folio 658, records of Orleans Parish, Louisiana (undivided ½ interest), and (b) pursuant to Judgment signed May 27, 1988 in the Succession of S. James Schwartz, III, a/k/a Simon James Schwartz, III, Proceedings No. 82-20080, Civil District Court for Orleans Parish, Louisiana, filed on May 27, 1988 in COB 820 folio 025, and on October 19, 1993, as COB 76968, records of Orleans Parish, Louisiana (undivided ½ interest).

Purchaser takes cognizance of the fence encroachments and mislocations and building encroachments shown on survey by Gilbert, Kelly & Couturié, Inc., S. & E., dated July 28, 2006, and accepts title to the Property subject thereto.

TO HAVE AND TO HOLD the Property unto the Vendee, its successors and assigns forever.

THIS SALE is made and accepted for and in consideration of the price and sum of **FOUR HUNDRED NINETY THOUSAND, AND NO/100 (\$490,000.00) DOLLARS**, all cash, which sum Vendee has well and truly paid, in ready and current money, unto Vendor, who hereby acknowledges the receipt and sufficiency thereof and grants full acquittance and discharge therefor.

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Vendee's Waivers

Vendee warrants that Vendee has inspected the Property and is fully satisfied with its condition. It is understood and agreed that the property is sold by the Vendor and purchased by the Vendee "As Is, "Where Is", with no warranty whatsoever, whether expressed or implied, neither as to structure, title, nor zoning, not even for the return of the purchase price. Vendee expressly waives any and all warranties, including those pertaining to merchantability or fitness for a particular use, as well as those warranties against hidden and latent defects (i.e., defects in the Property which render its use so inconvenient or imperfect that Vendee would not have purchased the Property had it known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2476 with respect to a seller's warranty against latent or hidden defects. Vendee forfeits the right to void the sale or reduce the purchase price on account of some hidden or latent vice or defect in the Property, pursuant to Louisiana Civil Code Articles 2520 or 2541, and following. Furthermore, Vendee warrants to Vendor that Vendee has not relied upon any statements or representations made by or on behalf of Vendor concerning the Property. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived.

Vendee acknowledges that the foregoing waivers have been pointed out, read, and explained, and that they are a material and integral consideration for this act of sale.

RANO, L.L.C.

By


William Knott, Sole Member/Manager

The parties hereto have waived the production of any and all conveyance, mortgage, and tax research certificates, and hereby relieve and release me, Notary, from any and all responsibility or liability relating thereto, and agree to indemnify me against any penalty or liability incurred as a result of the waiver of certificates.

Vendor declared that ad valorem taxes assessed against the Property by the City of New Orleans have not been paid for the years 2004, 2005, and 2006, but will be paid (including interest, penalties, and fees) from the proceeds of this sale. The principal amount applicable for the year 2005 has been prorated between Vendor and Vendee in date of this act of sale.

Vendee, at the address set forth in Page 1 hereof, agrees that it shall be responsible for the payment of City of New Orleans real estate taxes for the year 2007 and thereafter.

AND NOW INTO THESE PRESENTS COMES AND INTERVENES MIMI BLITZ, a/k/a ANN H. BLITZSHWARTZ, WHO, IN CONSIDERATION FOR THE AMOUNT PAID HEREIN TRANSFERS, CONVEYS, QUITCLAIMS AND DELIVERS ALL OF HER RIGHT, TITLE AND INTEREST SHE HAS OR MAY HAVE IN THE PROPERTY HEREIN DESCRIBED.

SIGNATURES PAGES TO FOLLOW

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STEEB LAW FIRM, LLC

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TRUS DONE, SIGNED AND PASSED, on this 9 day of August, 2006, in the Parish/County of Grenada, in the State of Mississippi, in my presence and in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

Kim Hill Kim Hill
Print Name:

Kay Statten
Print Name: Kay Statten

VRNDOR:

[Signature]
MICHAEL LOUIS SHWARTZ
a/k/a MICHAEL L. SHWARTZ

[Signature]
NOTARY PUBLIC

My Commission Expires September 13, 2007

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STEEG LAW FIRM, LLC

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THIS INSTRUMENT, SIGNED AND PASSED, on this 9th day of August, 2006, in the Parish/County of Manatee in the State of Florida in my presence and in the presence of the undersigned competent witnesses, who have heretofore signed their names with this said instrument and me, Notary, after reading of the whole.

WITNESSES:

INTERVENOR:

[Signature]
Print Name: SHARL L. CUMER

[Signature]
MIMI BLITZ,
a/k/a ANN H. BLITZ-SHWARTZ

[Signature]
Print Name: MARIE SMITH

[Signature]
NOTARY PUBLIC



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STEEL LAW FIRM, LLC

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THIS DONE, SIGNED AND PASSED, on this 11th day of August, 2006, in the Parish/County of Orleans, in the State of LOUISIANA in my presence and in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

VENDEE:

Susan Locke
Print Name: Susan Locke

RANO, L.L.C.
By [Signature]
Richard Rano, Sole Member/Manager

Theresa S. Helme
Print Name: Theresa S. Helme

[Signature]
NOTARY PUBLIC
Randy Optansky
210222

RANDY OPTANSKY
Attorney-Notary Public
Orleans Parish, Louisiana
My Commission is issued for Life
L.S. Bar Roll No. 12222