

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3815

COUNCIL SPONSOR: BINDER/BRISTER

PROVIDED BY: DATA MANAGEMENT

RESOLUTION TO CONCUR/ NOT CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 0.6402 ACRES OF LAND MORE OR LESS FROM PARISH HC-2 (HIGHWAY COMMERCIAL DISTRICT) TO CITY OF SLIDELL C-4 (HIGHWAY COMMERCIAL DISTRICT) WHICH PROPERTY IS LOCATED AT 2100 GAUSE BLVD E, MORE PARTICULARLY IDENTIFIED AS LOTS 31, 32, 33, 34, 35, 36, AND 37, SQUARE 23 OF PEARL ACRES SUBDIVISION, ST TAMMANY PARISH, LOUISIANA, WARD 8, DISTRICT 8.

WHEREAS, the City of Slidell is contemplating annexation of 0.6402 acres more or less owned by Munir T Mustafa, and located at 2100 Gause Blvd E, more particularly identified as Lots 31, 32, 33, 34, 35, 36, and 37, Square 23 of Pearl Acres Subdivision, St Tammany Parish, Louisiana, Ward 8, District 8 (see attachments for complete description); and

WHEREAS, the property requires rezoning from Parish HC-2 (Highway Commercial District) to City of Slidell C-4 (Highway Commercial District) which is not an intensification of zoning; and

WHEREAS, the property is developed and the proposed annexation would result in a split of the sales tax revenues, as per the Sales Tax Enhancement Plan for the Parish and the City of Slidell, Ordinance C.S. No. 06-1413 adopted by the Parish Council on October 5, 2006 and providing for the annexation of property in Sales Tax District # 3 by the City of Slidell.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to Concur/Not Concur with the City of Slidell annexation and rezoning of 0.6402 acres of land more or less, located at 2100 Gause Blvd E, more particularly identified as Lots 31, 32, 33, 34, 35, 36, and 37, Square 23 of Pearl Acres Subdivision, St Tammany Parish, Louisiana from Parish HC-2 (Highway Commercial District) to Slidell C-4 (Highway Commercial District) in accordance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Drainage Regulations, whichever is more restrictive, and in compliance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, The St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Traffic Impact Regulations, whichever is more restrictive and in compliance with the provisions of the Sales Tax Enhancement Plan.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 5 DAY OF SEPTEMBER , 2013,
AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING
PRESENT AND VOTING.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK



ST. TAMMANY PARISH

SPECIAL REVENUE MANGER

P. O. Box 628

COVINGTON, LA 70434

PHONE: (985) 898-2865

FAX: (985) 898-5238

EMAIL: RTHOMPSON@STPGOV.ORG

Pat Brister

Parish President

Memo

TO: Ms Beverly Gariepy
CFO

FROM: Robert Thompson
Special Revenue Manager

DATE: 8/7/2013

RE: PLACEMENT OF ITEM(S) ON COUNCIL AGENDA

Please find transmitted item(s) that I am requesting be placed on the September 5, 2013 Council Agenda. The below listed item(s) are saved on (Administration: \September 2013\ D3).

RESOLUTION(S)

SL2013-05

RESOLUTION TO CONCUR/ NOT CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 13.783 ACRES OF LAND MORE OR LESS FROM PARISH HC-4 HIGHWAY COMMERCIAL/ A-1 SINGLE RESIDENTIAL DISTRICT TO SLIDELL C-4 HIGHWAY COMMERCIAL DISTRICT WHICH PROPERTY IS LOCATED ALONG FRONTAGE ROAD AT NORTSHORE BLVD, A PORTION OF TRACT U-3 EAST OF BAYOU LIBERTY, SITUATED IN SECTION 7, TOWNSHIP 8 SOUTH, RANGE 14 EAST, ST TAMMANY PARISH, LOUISIANA, WARD 9, DISTRICT 11.

SL2013-06

RESOLUTION TO CONCUR/ NOT CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 0.6402 ACRES OF LAND MORE OR LESS FROM PARISH HC-2 HIGHWAY COMMERCIAL DISTRICT TO CITY OF SLIDELL C-4 HIGHWAY COMMERCIAL DISTRICT WHICH PROPERTY IS LOCATED AT 2100 GAUSE BLVD E, MORE PARTICULARLY IDENTIFIED AS LOTS 31, 32, 33, 34, 35, 36, AND 37, SQUARE 23 OF PEARL ACRES SUBDIVISION, ST TAMMANY PARISH, LOUISIANA, WARD 8, DISTRICT 8.

If you have any questions, regarding this matter, please call me at ext 42865.

Robert Thompson
Special Revenue Manager

SL2013-06: STP Department notes:

Date	Department	Originator	Note
8/6/2013	Planning	S Fontenot	The proposal is consistent with the Louisiana Revised Statutes relative to annexation. The proposed zoning classification is consistent in land uses with the existing parish zoning designation.
7/24/2013	Engineering	J Oberry	Parish drainage and traffic requirements must be followed. Floodplain storage must be maintained.
8/2/2013	Public Works	J Lobrano	This is on a parish maintained road (N Pearl Dr.). If annexed the city shall either share in the cost of maintenance or take over the first approx. 440 feet
8/7/2013	Environmental Services	T Brown	No DES Issues



St. Tammany Parish Government
Government that Works

Annexation

City: Sidell City Case No: A13-06/Z13-08 Staff Reference: SL2013-06
 Notification Date: 7/23/2013 Dead Line: 8/14/2013 Priority: 1 Ward: 8 Council District: 8 Map
 Owner: Munir T Mustafa

Location: 2100 Gause Blvd E, more particularly identified as Lots 31, 32, 33, 34, 35, 36, and 37, Square 23 of Pearl Acres Subdivision, St Tammany Parish, Louisiana Parish Zoning: HC-2 Highway Commercial
 City Zoning: C-4 Highway Commercial Subdivision: Pearl Acres

Existing Use: Developed Developed: Intensification: Concur w/ City:
 Size: 0.6402 acres Population: Concur:
 STR: Sect 6, T-9-S, R- 14 - E Annex Status: Sales Tax:

Ordinance: City Date: Resolution: Council Date:
City Actions **Council Actions**

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. _____

COUNCIL SPONSOR: _____ PROVIDED BY: CAO

RESOLUTION TO CONCUR/ NOT CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 0.6402 ACRES OF LAND MORE OR LESS FROM PARISH HC-2 HIGHWAY COMMERCIAL DISTRICT TO CITY OF SLIDELL C-4 HIGHWAY COMMERCIAL DISTRICT WHICH PROPERTY IS LOCATED AT 2100 GAUSE BLVD E, MORE PARTICULARLY IDENTIFIED AS LOTS 31, 32, 33, 34, 35, 36, AND 37, SQUARE 23 OF PEARL ACRES SUBDIVISION, ST TAMMANY PARISH, LOUISIANA, WARD 8, DISTRICT 8.

WHEREAS, the City of Slidell is contemplating annexation of 0.6402 acres more or less owned by Munir T Mustafa, and located at 2100 Gause Blvd E, more particularly identified as Lots 31, 32, 33, 34, 35, 36, and 37, Square 23 of Pearl Acres Subdivision, St Tammany Parish, Louisiana, Ward 8, District 8 (see attachments for complete description); and

WHEREAS, the property requires rezoning from Parish HC-2 Highway Commercial District to City of Slidell C-4 Highway Commercial District which **is not** an intensification of zoning; and

WHEREAS, the property **is** developed and the proposed annexation **would** result in a split of the sales tax revenues, *as per the Sales Tax Enhancement Plan for the Parish and the City of Slidell, Ordinance C.S. No. 06-1413 adopted by the Parish Council on October 5, 2006 and providing for the annexation of property in Sales Tax District # 3 by the City of Slidell. (If Council does not concur, consider additional language explaining non-concurrence decision.)*

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to **Concur/Not Concur** with the City of Slidell annexation and rezoning of 0.6402 acres of land more or less, located at 2100 Gause Blvd E, more particularly identified as Lots 31, 32, 33, 34, 35, 36, and 37, Square 23 of Pearl Acres Subdivision, St Tammany Parish, Louisiana from Parish HC-2 Highway Commercial District to Slidell C-4 Highway Commercial District in accordance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Drainage Regulations, whichever is more restrictive, and in compliance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, The St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Traffic Impact Regulations, whichever is more restrictive and in compliance with the provisions of the Sales Tax Enhancement Plan.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY _____, SECONDED BY _____

YEAS:

NAYS:

ABSTAIN:

ABSENT:

THIS RESOLUTION WAS DECLARED ADOPTED ON THE _____ DAY OF _____, 2013, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA FORD, CLERK OF COUNCIL (SL2013-06)

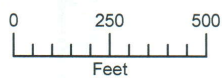


**Slidell Annexation
SL2013-06**



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

-  Streets
-  Major Roads
-  Streams
-  T/R Sections
-  Slidell



This map was produced by St. Tammany Parish Information Services.

Note:
This map is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such.

Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2013. St. Tammany Parish, Louisiana.

All rights Reserved.
Map Number: abg2013-106 Date:08/02/2013.

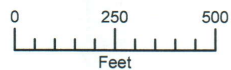


Slidell Annexation SL2013-06



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- Streams
- Streets
- Major Roads
- SL2013-06
- T/R Sections
- Wards
- Council Districts
- Slidell








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 Map Number: abg2013-103 Date:08/02/2013.

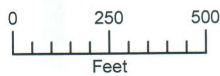


**Slidell Annexation
SL2013-06**



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

-  Streets
-  Major Roads
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St. Tammany Parish, Louisiana.
All rights Reserved.

Map Number: abg2013-106 Date:08/02/2013.

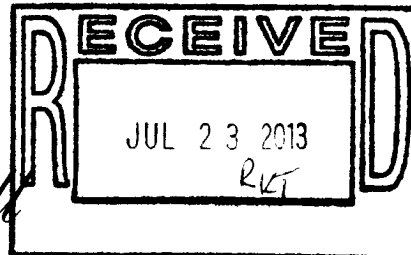
262013-06



The City of Slidell

PLANNING DEPARTMENT

250 Bouscaren Street, Suite 203 • Slidell, Louisiana 70458
P.O. Box 828 • Slidell, Louisiana 70459-0828
Telephone (985) 646-4320 • Fax (985) 646-4356
TDD/TTY (800) 545-1833, ext. 375
www.slidell.la.us



FREDDY DRENNAN
Mayor

TARA INGRAM-HUNTER
Director

July 22, 2013

Mr. Robert K. Thompson, Special Revenue Manager
St. Tammany Parish Government
Finance Department
21490 Koop Drive
Mandeville, Louisiana 70471

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO.: 7010 1060 0001 8084 2624

RE: A13-06 / Z13-08: Annexation/Rezoning request by Munir T. Mustafa for property located at 2100 Gause Boulevard East, more particularly identified as Lots 31, 32, 33, 34, 35 36, and 37, Square 23 of Pearl Acres Subdivision, into City of Slidell corporate limits, with parallel zoning change from HC-2 (Parish Highway Commercial) to C-4 (City Highway Commercial).

Dear Mr. Thompson:

This is to advise you that the Slidell Planning and Zoning Commissions will introduce the above request on August 19, 2013 to consider a Petition for Annexation by Munir T. Mustafa for the above referenced property. Petitioner desires to enter into the City's corporate limits in order to obtain City utilities. The public hearing will be held on Monday, September 16, 2013 at 7:00 p.m. in the Slidell City Council Chambers located at 2045 Second Street, Third Floor. Final action on the Petition for Annexation and Zoning will not take place by the Slidell City Council until after the public hearing of the Slidell Planning and Zoning Commissions.

If you have any comments or questions regarding this annexation, please do not hesitate to contact the City Planning Department at (985) 646-4320.

Sincerely,

Theresa B. Alexander, Secretary
Slidell Planning and Zoning Commissions

Enclosures

Cc: Mr. Munir Mustafa (w/o encl)
Freddy Drennan, Mayor (w/o encl)
City of Slidell City Council (w/encl)
Tara Ingram-Hunter, Director of Planning (w/o encl)

/tba

**CITY OF SLIDELL
PETITION FOR ANNEXATION**

Planning and Zoning Commissions
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: July 21, 2013

- 1) According to the attached certificate of the Registrar of Voters for the Parish of St. Tammany, Louisiana, and according to our information and belief, there are _____ registered voters residing in the area to be annexed. To obtain this information call the Registrar of Voters office in Covington at (985) 809-5500.
- 2) The property owners of this area are: (please print clearly):

NAME	MAILING ADDRESS	TELEPHONE NO.
<u>Monir Mustafa</u>	<u>540 Belle Pointe Loop</u>	<u>985. 960-6704</u>
<u>MANAL S Zaben</u>	<u>Madisonville LA 70447</u>	<u>985 - 778 3006</u>

There are: Resident property owners
 Non-Resident property owners

- 3) I/we do hereby certify that the undersigned are the sole owners of the property to be annexed. **A copy of the Act of Sale/Deed must be attached.** Attach a plat of survey or a map drawn to scale of no smaller than 1" equals 100' showing the location, measurements, and ownership of all property proposed for annexation.
- 4) The legal description of the property to be annexed must be attached so that the new City boundaries can be defined with certainty and precision.
- 5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner(s) must attach a copy of the resolution authorizing the petitioner to sign and authorizing the petition for annexation. If a couple, both husband and wife must sign the petition.
- 6) Petitioner(s) desire to have the property as described in paragraph 4 annexed to the City of Slidell, St. Tammany Parish, Louisiana.
- 7) A copy of the last paid tax statement must be submitted with this petition for annexation.
- 8) Original Certificate of Assessor certifying ownership and assessed valuation of property must be completed by the Assessor's office. A copy of last tax statement and survey of property should be attached when submitting form to the Assessor's office for completion. Assessor's telephone number is (985) 809-8180 if you have any questions.

***Petitioner, by signature below, acknowledges that they have been informed as to the estimated cost of connection to City utilities.**

The undersigned petitioner(s), after being duly sworn, did depose and say that all the allegations and statements of fact are true and correct.

PETITIONER(S) / OWNER(S) OF RECORD:

<u>[Signature]</u>	<u>7-2-13</u>
Signature	Date
<u>[Signature]</u>	<u>7-2-13</u>
Signature	Date
_____ Signature	_____ Date
_____ Signature	_____ Date

"Signature of Monir Mustafa"
SWORN TO AND SUBSCRIBED before me this 2 day of July, 2013.

NOTARY ATTESTS TO
SIGNATURES ONLY

[Signature]
 NOTARY PUBLIC
 JENNIFER COLEMAN
 Louisiana Notary Public
 My Comm. Expires
 Lifetime or Life

**CITY OF SLIDELL
PETITION TO CHANGE ZONING DISTRICT CLASSIFICATION**

Planning and Zoning Commission
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: July 12, 2013

Petition is hereby made to the City of Slidell, Louisiana, to change the zoning classification of hereinafter described property.

(INSTRUCTIONS: Please print all information clearly.)

1) LOCATION OF PROPERTY: The property petitioned for zoning/rezoning is bounded by the following streets:
PEARL Street : GUNASE BLVD

And identified by Lot, Square/Block, and Subdivision Name as follows:

NOTE: If the property does not have Lot, Square/Block, and Subdivision Name, attach a separate sheet giving description by Metes and Bounds.

2) TOTAL NUMBER OF ACRES or part thereof: _____

3) The reasons for requesting the zoning change are as follows:
CITY WATER : SANITARY SEWER.

4) A copy of the **ACT OF SALE/DEED** must be attached. Attach a **PLAT SURVEY** or a **MAP DRAWN TO SCALE** no smaller than 1" = 100' showing the location, measurements, and ownership of all property proposed for a change in zoning classification, so that the new zoning/rezoning can be defined with certainty and precision.

5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner must attach a **COPY OF THE RESOLUTION AUTHORIZING THE PETITIONER TO SIGN** and **AUTHORIZING THE PETITION FOR ZONING**. If a couple, both husband and wife must sign the petition.

6) The following list of owners or authorized agents of 50% or more of the area of the land in which a change of classification is requested hereby petition the zoning classification of the afore described property be changed -

FROM: HC-2 TO: C-4
(Existing classification) (Proposed classification)

Signature	Printed Name	Mailing Address	Phone #	% Land Owned
	MARIA MURRAY	540 Belle Rive	915-962-6704	100%

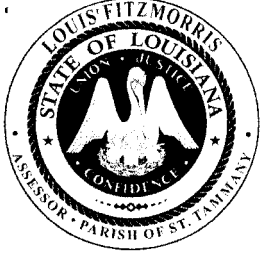
BEFORE ME, the undersigned authority, personally appeared the persons whose signatures are affixed above, all of full age and majority, who declare under oath to me, NOTARY, that they are the owners of all that certain lot, piece, or parcel of land located as set forth beside their respective signatures, and that they know of their own personal knowledge that the above petitioners are the owners of at least fifty percent of the area hereinabove described for which a zoning change is requested, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

SWORN TO AND SUBSCRIBED before me this 12th day of July, 2013.

NOTARY ATTESTS TO SIGNATURES ONLY

ROBERT JOHN COMEAUX
Louisiana Civil Law Notary
ID # 016758
Tenure for Life

NOTARY PUBLIC



St. Tammany Parish Assessor's Office

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

CERTIFICATE OF OWNERSHIP AND ASSESSED VALUATION

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Assessor of the Parish of St. Tammany, State of Louisiana, do hereby certify that according to the assessment rolls maintained by the Assessor's Office, the following are the current owners of the following described property, to-wit:

2012 Tax Roll - Assessment Number 1100162868
OWNERS: Mustafa, Munir T. etux
540 Belle Point Loop.
Madisonville, Louisiana 70447

PROPERTY DESCRIPTION: 2012 TAX ROLL

**Lots 31 32 33 34 35 36 37 Sq. 23 Pearl Acres Sub CB 967 632 CB 1171 189 CB 1187 423
CB 1196 706 Inst No 938162 Inst No 1352924 Inst No 1381216 Inst No 1518935 Inst No
1504788**

PROPERTY PHYSICAL ADDRESS: **2100 Gause Boulevard East**

I do further certify that the assessed valuation of the above described tract is as follows:

2012 VALUATION:	Land	- \$	24,004
	Improvements	-	24,192
	TOTAL ASSESSMENT	- \$	<u>48,196</u>

In faith whereof, witness my official signature and the impress of my official seal, at

Covington, Louisiana this the 12th day of July, 2013.



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor



St. Tammany Parish Assessor's Office

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

ASSESSOR'S CERTIFICATE OF OWNERSHIP

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Assessor of St. Tammany Parish, Louisiana hereby certifies that the following property is assessed in the name Mustafa, Munir T. etux as owner for the tax year 2012 and whose address is 540 Belle Point Loop, Madisonville, Louisiana 70447 and that the following certification is applicable to the property described as follows which is proposed for the annexation into the **City of Slidell**:

2012 Tax Roll

Assessment Number: 110-016-2868 - Ward 8-LR

PROPERTY DESCRIPTION


Lots 31 32 33 34 35 36 37 Sq. 23 Pearl Acres Sub CB 967 632 CB 1171 189 CB 1187 423
CB 1196 706 Inst No 938162 Inst No 1352924 Inst No 1381216 Inst No 1518935 Inst No
1504788

Physical Address: 2100 Gause Boulevard East

- I. The total assessed value of all property within the above described area will be \$ 48,196.
- II. The total assessed value of the resident property owners within the above described area will be \$ 0 and the total assessed value of the bulk property of non-resident property owners will be \$ 48,196. (Commercial Property)
- III. I do further certify that the assessed valuation of the above described tract will be as follows:

2009 ASSESSED VALUATION : \$ 48,196

In faith whereof, witness my official signature and the impress of my official seal, at Covington, Louisiana this the 12th day of July, 2013.



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor

**ST. TAMMANY PARISH
REGISTRAR OF VOTERS**

M. DWAYNE WALL, CERA
REGISTRAR



**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

CERTIFICATE OF REGISTRAR OF VOTERS

I, the undersigned Registrar of Voters for the Parish of St. Tammany, State of Louisiana, do hereby certify that the property described in the attached survey by Albert A. Lovell & Assocs. Inc. dated September 23, 1998 and further identified as a certain parcel or tract of land being comprised of Lots 31, 32, 33, 34, 35, 36, and 37 of Square 2 of Pearl Acres S/D, situated in Section 6, Township 9 South, Range 15 East in St. Tammany Parish, State of Louisiana, and by the records in the Registrar of Voters office has no registered voters within said property.

In faith whereof, witness my official signature and the impress of my official seal at Covington, Louisiana, on this 12th day of July, 2013.

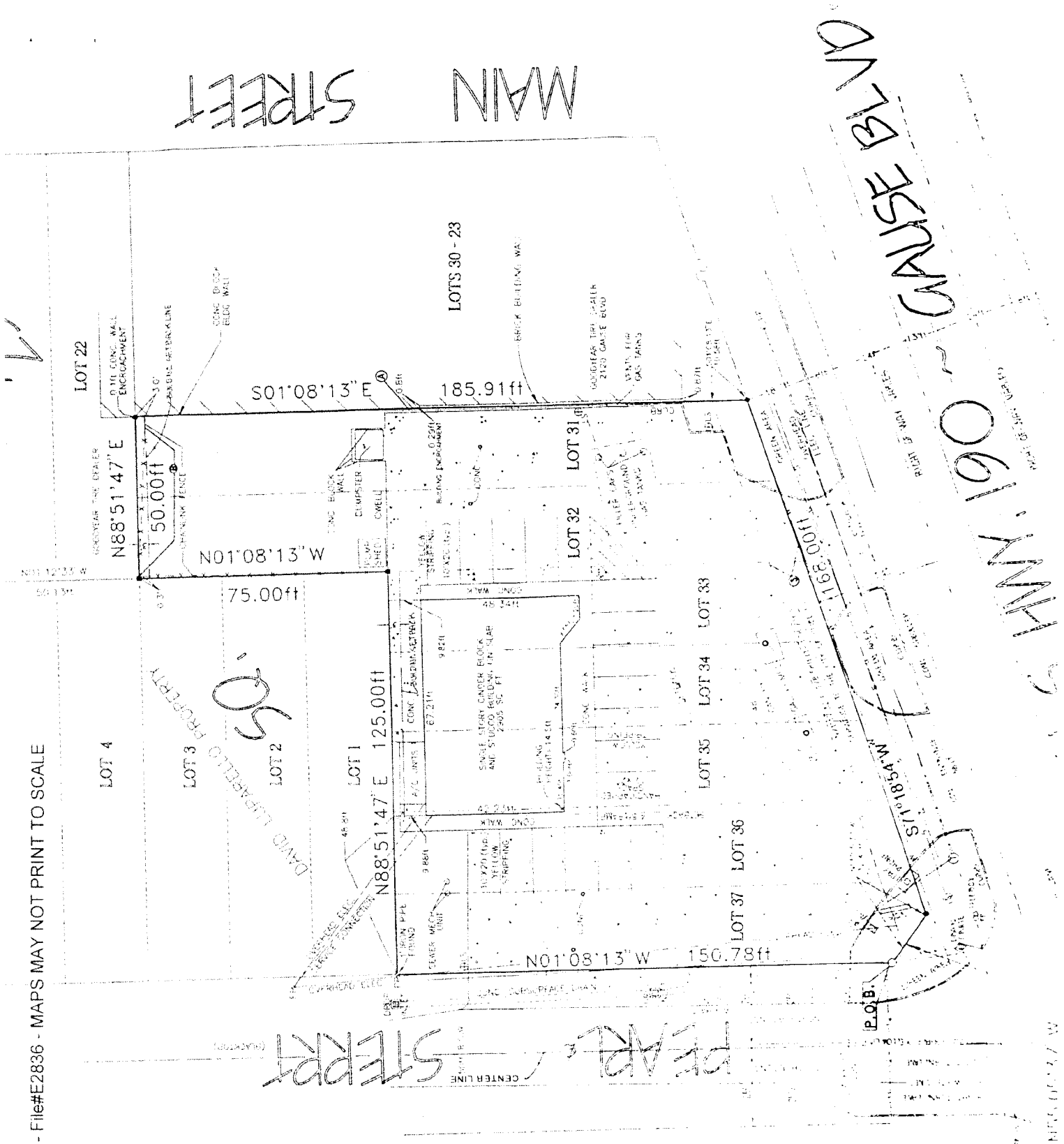
A handwritten signature in black ink that reads "M. Dwayne Wall". The signature is written in a cursive style and is positioned above a horizontal line.

M. Dwayne Wall
Registrar of Voters
St. Tammany Parish, Louisiana

Attachments:

Legal description, Map and Survey

Cc: Joanne Reed



Munir Mustafa
 CMike
 985-960-6704

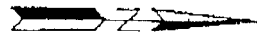
COPY RIGHTS:
 The surveyor warrants that the information of the survey is true and correct to the best of his knowledge and belief, but he does not warrant that the survey is a true and correct copy of the original. The surveyor warrants that the survey is a true and correct copy of the original. The surveyor warrants that the survey is a true and correct copy of the original.

THE SAVER STORE # 174, LOCATED AT THE INTERSECTION OF GAUSE RD. & PEARL ST., AND BEING LOTS 31-37, SQUARE 23, PEARL ACRES S/D, IN SECTION 6, T9S-R15E, C1.D., NEAR THE CITY OF SIDELL, ST. TAMMANY PARISH, LOUISIANA.

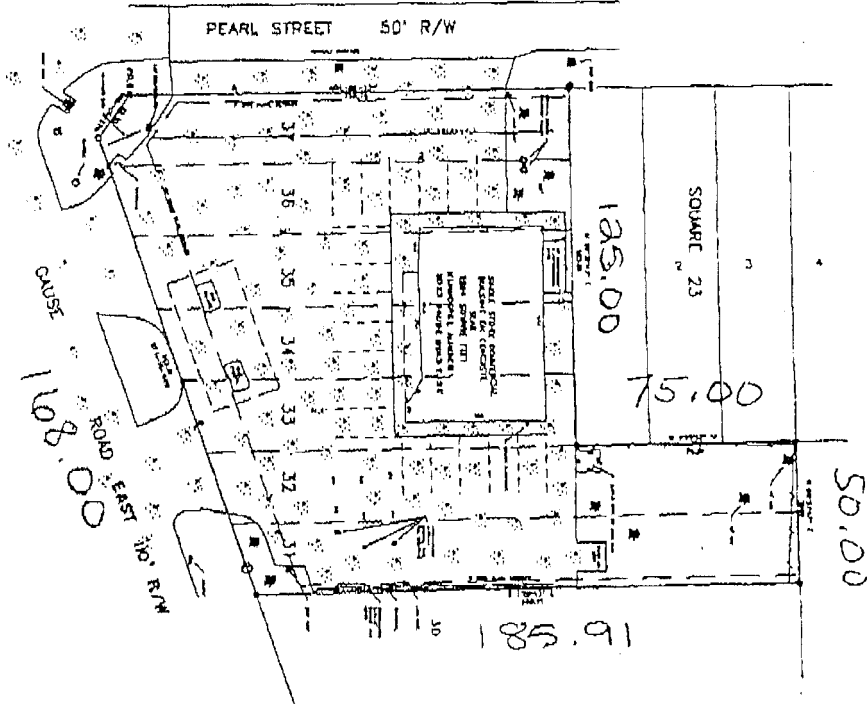
FOR POSITION CORPORATION
 PARBOD GROUP
 509 SOUTH STREET
 CORK, N.Y. 10019

THE INSURANCE CORP.
 PRAYER STREET
 EBANS, LA. 70112

MAP SHOWING SURVEY OF

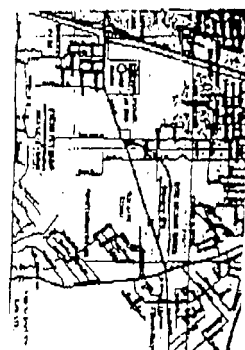


PEARL STREET 50' R/W



ALBERT A. LOVELL & ASSOCIATES
 SURVEYOR

108664



THIS IS TO BE AN EASY TO READ MAP FOR THE SURVEY OF THE SAVER STORE # 174, LOCATED AT THE INTERSECTION OF GAUSE RD. & PEARL ST., AND BEING LOTS 31-37, SQUARE 23, PEARL ACRES S/D, IN SECTION 6, T9S-R15E, C1.D., NEAR THE CITY OF SIDELL, ST. TAMMANY PARISH, LOUISIANA.

Symbol	Meaning
○	Iron pin location
○	Iron pipe location
○	Iron stake location
○	Iron nail location
○	Iron spike location

ALL BULK REQUIREMENTS IN COMPLIANCE WITH THE FOLLOWING:
 ALL BULK REQUIREMENTS IN COMPLIANCE WITH THE FOLLOWING:
 ALL BULK REQUIREMENTS IN COMPLIANCE WITH THE FOLLOWING:
 ALL BULK REQUIREMENTS IN COMPLIANCE WITH THE FOLLOWING:

DATE OF SURVEY	11/21/12
DATE OF PLOTTING	11/21/12
DATE OF PRINTING	11/21/12
DATE OF REVISION	
DATE OF APPROVAL	
DATE OF RECORDING	
DATE OF FILING	

Map



major_roads



Streets



Streams & Rivers



Cities



Water Bodies



parish_land

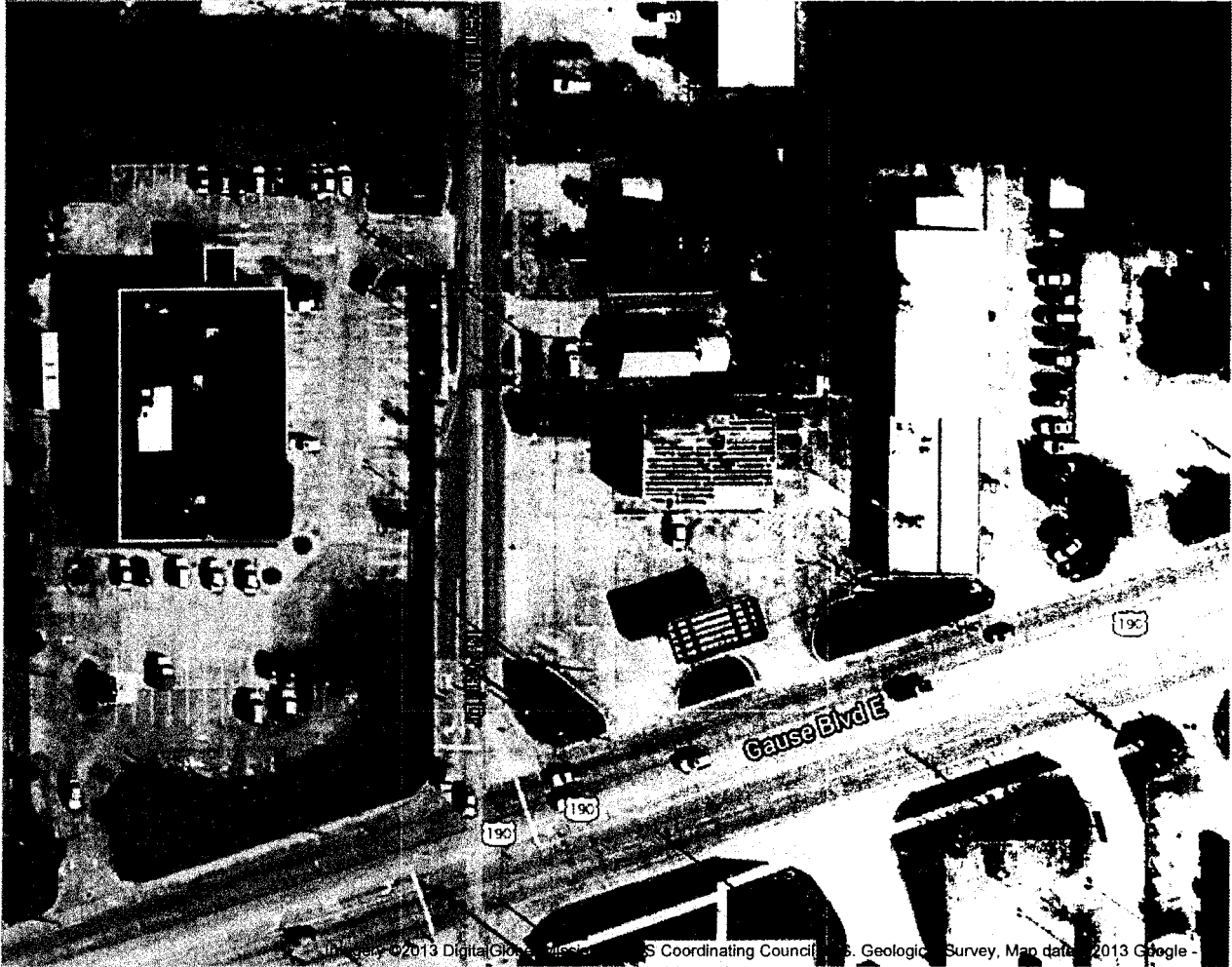


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STPBasicMap
MIS/GIS Department

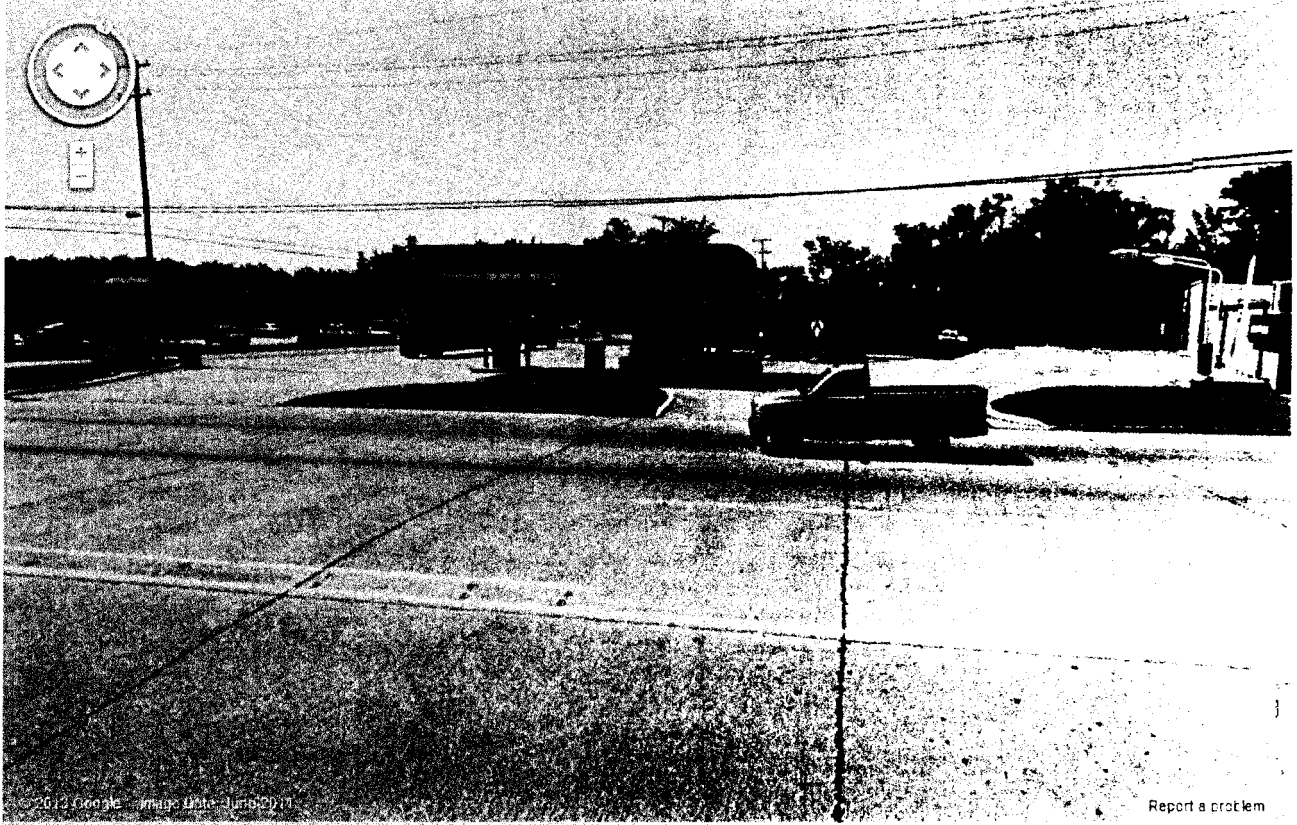
Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



Google

To see all the details that are visible on the screen, use the "Print" link next to the map



Louisiana Secretary of State
Street Address List

For Parish ST. TAMMANY - 52 AND Ward <ALL> AND Precinct <ALL> AND City SLIDELL AND Street <ALL> Gause Blvd E FROM 2100 TO 2100 ALL

City	Zip	Street	Apt	Ward	Prcct	CT	SB	TX	JP	House#	R	Stat	Reg #	Name
------	-----	--------	-----	------	-------	----	----	----	----	--------	---	------	-------	------

Report Count: 0

MULTIPLE INDEBTEDNESS MORTGAGE

Mortgagor: MUNIR T. MUSTAFA (SSN: ###-##-1120) MANAL SAID ZABEN MUSTAFA (SSN: ###-##-1176) 114 HAMPTON CT MANDEVILLE , LA 70471-1759	Mortgagee: STATEWIDE BANK Slidell (300 Gause) 300 Gause Blvd West Slidell, LA 70461
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MULTIPLE INDEBTEDNESS MORTGAGE

UNITED STATES OF AMERICA

BY: MUNIR T. MUSTAFA and MANAL SAID ZABEN MUSTAFA

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

IN FAVOR OF:

STATEWIDE BANK

And Any Future Holder or Holders

BE IT KNOWN, that on June 30, 2005;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

SEE ATTACHED EXHIBIT "A";

St. Tammany Parish of
 Instrument #: 1504797
 Registry #: 1519239 ATC
 7/5/2005 8:30:00 AM
 ME & CB MI UCC

WHO DECLARED THAT:

TERMS AND CONDITIONS:

INDEBTEDNESS. The word "Indebtedness" as used in this Mortgage means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under a certain commercial loan agreement dated June 30, 2005 and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a Note dated June 30, 2005, in the principal amount of \$870,000.00, from Mortgagor to Mortgagee, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or otherwise secured or unsecured, whether Mortgagor is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any such Indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever. Notwithstanding any other provision of this Mortgage, the maximum amount of Indebtedness secured hereby shall be limited to \$5,000,000.00.

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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GRANTING OF MORTGAGE. And now, in order to secure the prompt and punctual payment and satisfaction of the indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate 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 ST. TAMMANY Parish, State of Louisiana:

The immovable (real) property specifically described as follows:

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

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 Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as 2100 GAUSE BLVD E, SLIDELL, LA 70461-4227 & 1703 GAUSE BLVD W, SLIDELL, LA 70460-5863.

MORTGAGE SECURING FUTURE INDEBTEDNESS. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing Mortgagor's indebtedness that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's indebtedness may be requested or extended. Mortgagor's additional loans will automatically be secured by this Mortgage without the necessity that Mortgagor agrees or consents to such a result at the time additional loans are made and that the note or notes evidencing such additional loans reference the fact that such notes are secured by this Mortgage. Mortgagor understands that Mortgagor may not subsequently have a change of mind and insist that Mortgagor's additional loans not be secured by this Mortgage unless Mortgagee specifically agrees to such a request in writing.

DURATION OF MORTGAGE. This Mortgage will remain in effect until (A) all of the indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness; and (B) Mortgagor cancels this Mortgage by filing a written cancellation instrument signed by Mortgagee. When all of the indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Mortgagor may request Mortgagee to sign such a written cancellation instrument by writing Mortgagee at the above address or at such other address as Mortgagee may advise. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request, or such longer time as may be necessary for Mortgagee to verify that all conditions precedent for mortgage cancellation have been satisfied.

PROHIBITIONS REGARDING PROPERTY. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (A) Mortgagor is and will continue to be the lawful owner of the Property; (B) Mortgagor has the right to mortgage the Property to Mortgagee; (C) as of the time this Mortgage is recorded, there are no Encumbrances affecting the Property; (D) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity; and (E) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage:

Required Insurance. So long as this Mortgage remains in effect, Mortgagor shall, at its sole cost, keep and/or cause others, at their expense, to keep the Property constantly insured

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (including flood insurance, where applicable) as may be required by Mortgagee. Such insurance shall be in an amount not less than the full replacement value of the Property, or such other amount or amounts as Mortgagee may require or approve in writing. Mortgagor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgagor and Mortgagee as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the Property, and further containing a broad form contractual liability endorsement covering Mortgagor's obligations to indemnify Mortgagee as provided hereunder. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Mortgagee that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Mortgagee, and to maintain such insurance for the term of the loan.

Insurance Companies and Policies. Mortgagor may purchase such insurance from any insurance company or broker that is acceptable to Mortgagee, provided that such approval may not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgagee, and must additionally contain a lender's loss payee endorsement in favor of Mortgagee, providing in part that (1) all proceeds and returned premiums under such policies of insurance will be paid directly to Mortgagee, and (2) no act or omission on the part of Mortgagor, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies, shall affect the obligations of the insurer to pay the full amount of any loss to Mortgagee. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least thirty (30) days prior written notice to Mortgagee of such intended cancellation or alteration. Mortgagor agrees to provide Mortgagee with originals or certified copies of such policies of insurance. Mortgagor further agrees to promptly furnish Mortgagee with copies of all renewal notices and, if requested by Mortgagee, with copies of receipts for paid premiums. Mortgagor shall provide Mortgagee with originals or certified copies of all renewal or replacement policies of insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of the same to Mortgagee within the time periods required above.

Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of any material casualty to or accident involving the Property, whether or not such casualty or loss is covered by insurance. Mortgagor further agrees to promptly notify Mortgagee's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgagee may submit such a claim and proof of claim to the insurance company on Mortgagor's behalf, should Mortgagor fail to do so promptly for any reason. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Mortgagor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more Events of Default exist under this Mortgage, Mortgagee will not settle or adjust any such claim without the prior approval of Mortgagor (which approval shall not be unreasonably withheld).

Insurance Proceeds. Mortgagee shall have the right to directly receive the proceeds of all insurance protecting the Property. In the event that Mortgagor should receive any such insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgagee's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (1) repairing or restoring the lost, damaged or destroyed Property; or (2) reducing the then outstanding balance of the Indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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satisfaction of Mortgagee. Furthermore, unless otherwise confirmed by Mortgagee in writing, the application or release of any insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the Property or any part or parts thereof. Mortgagor shall not permit the Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance with Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Property and its use.

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Compliance With Environmental Laws. Mortgagor represents and warrants to Mortgagee that: (1) During the period of Mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Mortgagee in writing, (a) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Mortgagor authorizes Mortgagee and its agents to enter upon the Property to make such inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Property for Hazardous Substances. Mortgagor hereby (1) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage,

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

ERISA. Mortgagor represents and warrants to Lender that the granting of this Mortgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the ERISA.

Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or alter any building(s) or other improvements to or upon the Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the Property. Mortgagee may condition its consent to permit Mortgagor to demolish or to remove such improvements, fixtures and/or other property upon Mortgagor's agreement to replace the same with new improvements and/or fixtures of at least equal value then satisfactory to Mortgagee.

Abandonment of Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the Property and the sidewalks and curbs adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage:

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of Mortgagor's obligations under any prior Encumbrances affecting the Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgagee in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby.

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagee agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the Property as Mortgagee may deem to be necessary and proper within its sole discretion.

Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Lender to make any such Additional Advances or to take any of the above actions on Grantor's behalf, or as making Lender in any way responsible or liable for any loss, damage or injury to Grantor, or to any other person or persons, resulting from Lender's election not to advance such additional sums or to take such action or actions. In addition, Lender's election to make Additional Advances and/or to take the above actions on Grantor's behalf shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the rate of interest provided under the above referenced promissory note or at the legal rate of interest provided under applicable law, whichever is greater from the date of each such Advance until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of, and all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (1) utility service regarding the Property, (2) cleaning, maintenance, repair, or similar services regarding the Property, (3) refuse removal or sewer service regarding the Property, (4) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the Property, and/or (5) parking or similar services or rights regarding the Property.

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property or Mortgagor's ability to repay the Indebtedness or perform their respective obligations under this Mortgage or any of the Related Documents.

Death. Mortgagor, or any guarantor of the Indebtedness, dies.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Mortgagor or any guarantor are commenced.

Failure to Pay Additional Advances. Mortgagor fails to pay any Additional Advance, together with interest thereon, as provided in this Mortgage, upon Mortgagee's demand.

False Statements. Any warranty, representation or statement made or furnished to Mortgagee by Mortgagor or on Mortgagor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insecurity. Mortgagee in good faith believes itself insecure with regard to repayment of the Indebtedness.

OTHER DEFAULTS. Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagee and Mortgagor.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Event of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

Executory Process. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgagee, up to the full amount of the Indebtedness in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives the following: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor further agrees that any declaration of fact made by authentic act before a Notary Public and two

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the obligors therefor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness, without affecting the liability of Mortgagor under this Mortgage or under the Indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagor or Mortgagee.

PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the Property and/or Mortgagor's Rights collaterally assigned and pledged hereunder. Mortgagor agrees to appear in and to defend all actions or proceedings purporting to affect Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee hereunder. In the event that Mortgagor fails to do what is required of it under this Mortgage, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgagee's security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing Mortgagor from any of its obligations under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalf as provided herein. Should the reappraisal of the Property occur, whether to comply with appropriate regulatory requirements or otherwise, Mortgagor agrees to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgagee hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENT. Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee.

INSPECTION OF PROPERTY. Mortgagee and Mortgagee's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Property wherever located.

AUDITS. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the Property, the foregoing Rights and any part or parts thereof.

APPLICATION OF PAYMENTS. Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the Indebtedness or under this Mortgage, including, but not limited to, the net proceeds of any judicial or other sale, of any charter, management or other use of the Property by Mortgagee, of any claim for damages to the Property and of any insurance proceeds received by Mortgagee (except to the extent that such insurance proceeds are to be paid to Mortgagor pursuant to any other provisions of this Mortgage) shall be held and applied by Mortgagee from time to time in accordance with the terms of the Note.

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges that may be imposed upon Mortgagee as a result of this Mortgage.

ADDITIONAL REPRESENTATIONS AND WARRANTIES. Mortgagor further represents, warrants and covenants that:

Authorization. Mortgagor's execution, delivery, and performance of this Mortgage and all the Related Documents have been duly authorized by all necessary action by Mortgagor and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property or Mortgagor's ability to repay the Indebtedness or perform their respective obligations under this Mortgage or any of the Related Documents.

Death. Mortgagor, or any guarantor of the Indebtedness, dies.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Mortgagor or any guarantor are commenced.

Failure to Pay Additional Advances. Mortgagor fails to pay any Additional Advance, together with interest thereon, as provided in this Mortgage, upon Mortgagee's demand.

False Statements. Any warranty, representation or statement made or furnished to Mortgagee by Mortgagor or on Mortgagor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insecurity. Mortgagee in good faith believes itself insecure with regard to repayment of the Indebtedness.

OTHER DEFAULTS. Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagee and Mortgagor.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Event of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

Executory Process. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgagee, up to the full amount of the Indebtedness in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives the following: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor further agrees that any declaration of fact made by authentic act before a Notary Public and two

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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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.

Keeper. Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which are hereby fixed at \$50.00 per hour, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided in this Mortgage.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, as applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Event of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisal, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the Property, or any part or parts thereof, in lieu of payment of the Indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and election.

Specific Performance. Mortgagee may, in addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, commence 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.

Election of Remedies. 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 an Event of 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 Indebtedness, and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Event of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgagee, immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

Mortgagee shall have the further right, whether or not an Event of Default then exists under this

MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)

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agreement or other instrument binding upon Mortgagor or (2) any law, governmental regulation, court decree, or order applicable to Mortgagor or to Mortgagor's properties.

Consents and Approvals. If notice to or the consent or approval of any governmental body or authority, or any third party (including without limitation, any other creditor of Mortgagor) is now or any time hereafter required in connection with the execution, delivery and performance by Mortgagor of this Mortgage, then (1) with respect to all currently applicable requirements, such notice has been given and consent or approval obtained by Mortgagor prior to the execution hereof and written evidence thereof has been concurrently herewith delivered to Mortgagee, and (2) with respect to such requirements that shall at any time hereafter be imposed or become applicable, such notice will be given and such consent or approval will be obtained by Mortgagor prior to the time such failure to do so will constitute a violation of law or result in any breach, default or failure by Mortgagor under any contract or instrument, and written evidence thereof will at such time be delivered to Mortgagee.

ADDITIONAL WAIVERS. In granting this Mortgage, Mortgagor waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the 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 any 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.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. 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.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Effect of Waivers. Any failure or delay on the part of the Mortgagee to exercise any of the rights and remedies granted under this Mortgage or under any other agreement or agreements by and between Mortgagor and Mortgagee, 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, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance on the part of Mortgagee as to one Event of Default shall not constitute a waiver or forbearance as to any other or subsequent default.

Successors and Assigns Bound; Solldary Liability. Subject to the limitations set forth herein on transfer of the Property, this Mortgage shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

Governing Law. This Mortgage will be governed by federal law applicable to Mortgagee and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Mortgage has been accepted by Mortgagee in the State of Louisiana.

Severability. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Mortgage shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Mortgage shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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Mortgage, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.):

Additional Advance. The words "Additional Advance" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Mortgagor or on Mortgagor's behalf on a line of credit or multiple advance basis under the terms and conditions of this Mortgage.

Borrower. The word "Borrower" means MUNIR T. MUSTAFA and MANAL SAID ZABEN MUSTAFA and includes all co-signers and co-makers signing the Note.

Encumbrance. The word "Encumbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 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. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the default section of this Mortgage.

GAAP. The word "GAAP" means generally accepted accounting principles.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes all amounts identified in the indebtedness section of this Mortgage.

Mortgage. The word "Mortgage" means this Multiple Indebtedness Mortgage as this Multiple Indebtedness Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means STATEWIDE BANK, Mortgagee's successors and assigns, and any future holder or holders of the indebtedness or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably MUNIR T. MUSTAFA and MANAL SAID ZABEN MUSTAFA, as well as any and all persons and entities

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means the note or credit agreement dated June 30, 2005, in the principal amount of \$870,000.00 from MUNIR T. MUSTAFA and MANAL SAID ZABEN MUSTAFA to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Property. The word "Property" means all of Mortgagor's right, title and interest in and to all the Property as described in the "Granting of Mortgage" section of this Mortgage.

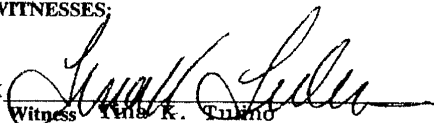
Real Property. The words "Real Property" mean the real immovable property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES:

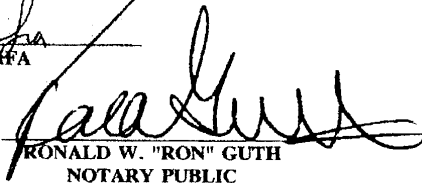
X 
Witness Yvonne K. Turner

X 
Witness Kathy Aultman

MORTGAGOR:

X 
MUNIR T. MUSTAFA

X 
MANAL SAID ZABEN MUSTAFA


RONALD W. "RON" GUTH
NOTARY PUBLIC

LA Bar/Notary ID No. 6376

EXHIBIT "A"

APPEARANCES:

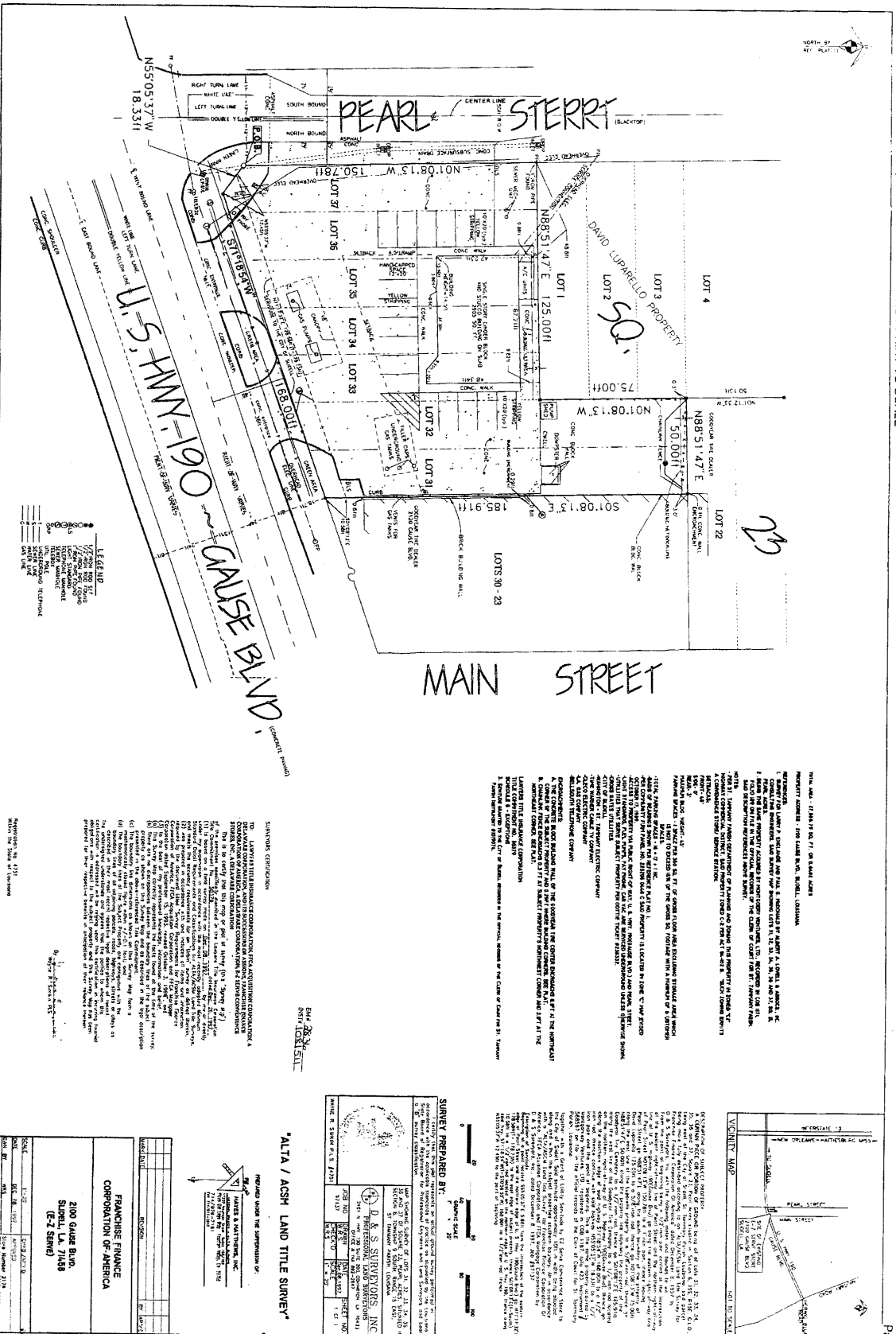
MANAL SAID ZABEN MUSTAFA (SSN: XXX-XX-1126), **wife of/and MUNIR T. MUSTAFA** (XXX-XX-1120), both of lawful age and residents of St. Tammany Parish, Louisiana, who declared under oath, unto me, Notary, that the said Manal Said Zaben has been married but once and then to Munir Mustafa with whom she is presently living and residing with in lawful wedlock. The said Munir Mustafa declared that he has been married twice; first to Susan Daniel Mustafa, from whom he was divorced by Judgment dated 3/18/97 in the 22nd JDC, St. Tammany Parish, Louisiana and second to Manal Said Zaben Mustafa with whom he is presently living and residing with in lawful wedlock.
MAILING ADDRESS: 114 Hampton Court, Mandeville, LA 70471

LEGAL DESCRIPTION:

THAT PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 6, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana, better described as follows, to-wit:
Being LOTS NUMBERED THIRTY-ONE (31), THIRTY-TWO (32), THIRTY-THREE (33), THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36) and THIRTY-SEVEN (37), of PEARL ACRES SUBDIVISION, ST. TAMMANY PARISH, LOUISIANA, SQUARE TWENTY-THREE (23) is bounded on the South by Gause Road, on the West by Pearl Street, on the North by City Avenue and on the East by Main Street, all in accordance with a survey by Ivan M. Borgen, C.E., Number 357, dated May 19, 1972 and revised August 23, 1972, a copy of which is attached to COB 772, folio 719, and as more fully shown on survey by Albert A. Lovell, registered Land Surveyor, dated April 9, 1984, revised on April 10, 1984. Improvements thereon bear Municipal No. 2100 E. Gause Blvd.
Acquired by FBF #1, L.L.C., by purchase from Peggy Vinson, wife of/and Larry P. Englande, Gwendolyn Sikes, wife of/and Paul G. McDonald passed before Camille A. Cutrone, N.P., dated September 7, 1984; filed September 14, 1984, registered in COB 1171, folio 189, under Entry No. 557347, ST. Tammany Parish, Louisiana.
Further acquired by CRHGZH, L.L.C., by purchase from FBF #1, L.L.C. by act dated March 7, 2003 and recorded at Inst. No. 1352924 of the official records of St. Tammany Parish, Louisiana.

AND

THAT CERTAIN PIECE OR PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Tammany, AVONDALE SUBDIVISION, SQUARE 6, LOT 6A, being more fully described as follows:
Commencing at the point of intersection of the south right of way line of U.S. Highway 190 (a/k/a Covington Highway) with the west right of way line of Carroll Road, said point being the point of beginning, run thence South a distance of 150 feet along the west right of way line of Carroll Road; thence go North 70 degrees 00 minutes 00 seconds West a distance of 137 feet; thence go North a distance of 150 feet to the south right of way line of U.S. Highway 190; thence go South 70 degrees 00 minutes 00 seconds East a distance of 137 feet along the south right of way line of U.S. Highway 190 to a point, the Point of Beginning.
Improvements thereon bear Municipal No. 1703 Covington Highway, a/k/a W. Gause Blvd. All as more fully shown on plat of survey of Krebs, LaSalle, LeMieux Consultants, Inc., dated November 28, 1997, Job No. 970820.
Being the same property acquired by CRHGZH, L.L.C. from FBF #1, L.L.C., by act dated March 7, 2003 and recorded at Inst. No. 1352924 of the official records of St. Tammany Parish, Louisiana.



LEGEND

1/2\"/>

6\"/>

1/4\"/>

THIS MAP IS MADE BY ME OR SOME OTHER SURVEYOR OR ENGINEER AS INDICATED BY THE SIGNATURE AND TITLE HEREON, AND THE SAME IS THE RESULT OF MY PERSONAL SURVEY OR THE BEST AVAILABLE INFORMATION, AND I AM NOT RESPONSIBLE FOR THE ACCURACY OR TRUTH OF THE ORIGINAL RECORDS OF THE CLERK OF COURT FOR ST. TAMMANY PARISH, LA. ANY AND ALL ERRORS OR OMISSIONS IN THIS MAP SHALL BE CORRECTED BY ME OR SOME OTHER SURVEYOR OR ENGINEER AS INDICATED BY THE SIGNATURE AND TITLE HEREON.

NOTICE OF REVISIONS:

THIS MAP HAS BEEN REVISED TO CORRECT THE MISTAKES AND OMISSIONS OF THE ORIGINAL MAP, AND THE REVISIONS ARE SET FORTH IN THE FOLLOWING:

DESCRIPTORS:

THE BOUNDARIES OF THE TRACTS OF LAND ARE SHOWN BY THE DASHED LINES, AND THE CORNERS ARE SHOWN BY THE SOLID LINES. THE CORNERS ARE BOUND BY THE CENTER LINE OF PEARL STREET, THE CENTER LINE OF CAUSE BLVD, AND THE CENTER LINE OF MAIN STREET.

LANDS TITLE AND INTERESTS:

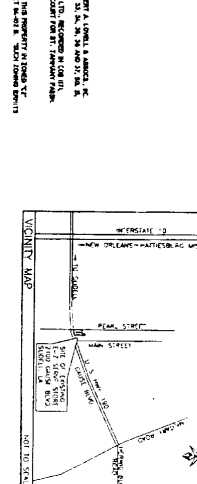
THE LANDS TITLE AND INTERESTS IN THE TRACTS OF LAND ARE AS SHOWN ON THE ORIGINAL MAP, AND THE SAME ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND OTHER RIGHTS OF THIRD PARTIES.

SURVEY CERTIFICATION:

I, D.K.S. STEPHENSON, INC., PROFESSIONAL LAND SURVEYORS, INC., A CORPORATION, DO HEREBY CERTIFY THAT THE ABOVE MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL MAP AS PREPARED BY ME OR SOME OTHER SURVEYOR OR ENGINEER AS INDICATED BY THE SIGNATURE AND TITLE HEREON.

REVISIONS:

NO REVISIONS MADE TO THIS MAP.



NOTICE OF REVISIONS:

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LANDS TITLE AND INTERESTS:

THE LANDS TITLE AND INTERESTS IN THE TRACTS OF LAND ARE AS SHOWN ON THE ORIGINAL MAP, AND THE SAME ARE SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND OTHER RIGHTS OF THIRD PARTIES.

SURVEY CERTIFICATION:

I, D.K.S. STEPHENSON, INC., PROFESSIONAL LAND SURVEYORS, INC., A CORPORATION, DO HEREBY CERTIFY THAT THE ABOVE MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL MAP AS PREPARED BY ME OR SOME OTHER SURVEYOR OR ENGINEER AS INDICATED BY THE SIGNATURE AND TITLE HEREON.

REVISIONS:

NO REVISIONS MADE TO THIS MAP.