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B

NEW RICHMOND CORPORATION

NUMBER 489342 DIVISION



VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

WALTER A. BENNETTI

STATE OF LOUISIANA

COST OK Amt. 180<sup>00</sup>

APR - 1 1999

PETITION TO ENFORCE MORTGAGE ON IMMOVABLE PROPERTY  
BY EXECUTORY PROCESS WITH NOTICE TO PAY

BY [Signature]  
DY. CLERK OF COURT

The petition of New Richmond Corporation, a domestic corporation domiciled in East Baton Rouge Parish, Louisiana, with respect represents that:

1.

Walter A. Bennetti, of the full age of majority and domiciled in Iberia Parish, is indebted unto petitioner in the full sum of \$321,234.36, together with interest to accrue on the unpaid principal balance at the rate of 8% per annum from February 1, 1999 until paid, for an additional sum of 25% on both principal and interest as attorney fees, and for all costs of these proceedings, for the following, to-wit:

2.

Petitioner is the holder and owner of an installment note executed by defendant, dated December 30, 1998, payable to the order of "BEARER", in the principal sum of \$320,000.00, payable in 11 monthly installments, beginning February 28, 1999 and monthly thereafter; which note provides that failure to pay any installment when due shall mature same in its entirety; further provides for the payment of 25% additional on both principal and interest as attorney fees in the event it is in default and is placed in the hands of an attorney for collection; which note is attached hereto and made a part hereof.

3.

Said note has matured for failure to pay the installment due and payable on February 28, 1999, and all subsequent installments, and, after allowing a credit for all payments made, there remains on said note, an unpaid principal balance of \$321,234.36, which, together with interest and attorney fees as aforesaid, is due and exigible.

4.

Under the provisions of the Louisiana Consumer Credit Law, petitioner is entitled to recover from the defendant interest at the rate of 8% per annum from February 1, 1999 until paid.

REC'D C.P.  
APR 01 1999

5.

To secure the payment of the note described in paragraph 2, together with interest, attorney fees and costs which Walter A. Bennetti agreed to pay, said note was paraphed "Ne Varietur" by E. Clark Gaudin, Notary Public, for identification with an act of sale with mortgage, dated December 30, 1998 made in authentic form on the following described property, to-wit:

ONE CERTAIN TRACT OR PARCEL OF GROUND, together with all the component parts thereof, including the buildings, improvements and other constructions thereon, and their component parts, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, containing 0.89 acres, and being located in Section 62, Township 7 South, Range 1 East, Greensburg Land District, East Baton Rouge, Louisiana, said tract being designated as LOT ONE-A (1-A) according to a map entitled "Resubdivision of a 1.92 Acre Tract of the Original H. C. Fairchild Tract Into Lots 1 & 2 Located in Sec. 62, T-7-S, R-1-E, G.L.D., City of Baton Rouge, Parish of East Baton Rouge, Louisiana, for New Richmond Corp., Henry Charles Silvio, President, 10993 Harrell's Ferry Road,; prepared by Alex Theriot, Jr., & Associates, Inc., Engineers, Architects & Land Surveyors, and dated August 6, 1985, a copy of which is attached hereto and made a part hereof, and being more particularly described as follows:

Commencing at a point which is the southwest corner of Lot 12 of Darius Place Subdivision, East Baton Rouge Parish, Louisiana, which is the POINT OF BEGINNING; thence proceed North 83 degrees 45 minutes 56 seconds East a distance of 210.00 feet to a point and corner; thence proceed South 02 degrees 06 minutes West a distance of 143.35 feet to a point and corner; thence proceed North 87 degrees 55 minutes 56 seconds West a distance of 159.77 feet to a point and corner; thence proceed South 02 degrees 06 minutes West a distance of 224.67 feet to a point and corner; thence proceed South 70 degrees 59 minutes East a distance of 9.83 feet to a point and corner; thence proceed South 02 degrees 06 minutes West a distance of 31.13 feet to a point and corner along the northerly right-of-way line of Harrell's Ferry Road; thence proceed along the northerly right-of-way line of Harrell's Ferry Road North 70 degrees 59 minutes West a distance of 60 feet to a point and corner along the northerly right-of-way line of Harrell's Ferry Road; thence proceed North 02 degrees 06 minutes East a distance of 354.20 feet to a point and corner, which marks the POINT OF BEGINNING AND ENDING of LOT 1-A.

6.

The act of sale with mortgage referred to above was duly recorded on January 5, 1999 as Original 717 of Bundle 10967 in the office of the Clerk and Recorder of the Parish of East Baton Rouge, State of Louisiana.

7.

In said sale with mortgage, defendant confessed judgment on said note, and consented to the seizure and sale of the mortgaged property under executory process if said note were not paid in accordance with its terms, and further waived the benefit of appraisal of said mortgaged property.

8.

The full amount recited above is past due, owing and remains unpaid, notwithstanding amicable demand having been made without avail.

9.

The property described herein is located within the jurisdiction of this court.

WHEREFORE PETITIONER PRAYS that:

I. After the issuance of a three day notice to pay, and in the event payment is not made thereunder and the time for payment has elapsed, the court order the issuance of a writ of seizure and sale commanding the sheriff of this parish, after the Clerk has demanded payment from the defendant, immediately to seize, and after due legal advertisements, delays, requisites and formalities, save those expressly waived in the mortgage, to sell the property described herein at public auction, according to law, for cash, WITHOUT APPRAISAL, to the highest bidder.

II. Out of the proceeds of said sale, petitioner be paid be preference and priority over all other persons and creditors whomsoever the full amount herein claimed as follows: \$321,234.36, together with interest to accrue on the unpaid principal balance at the rate of 8.00% per annum from February 1, 1999 until paid, for an additional sum of 25% on both principal and interest as attorney fees, and all costs of these proceedings.

BY ATTORNEY:

*E. Clark Gaudin*

E. Clark Gaudin, Bar Roll No. 5973  
Todd E. Gaudin, Bar Roll No. 24428  
10626 Linkwood Court, Suite C  
Baton Rouge, Louisiana 70810  
Telephone: (225) 767-4062

1976 JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA

RECEIVED AT THE CLERK'S OFFICE

998

*[Signature]*  
CLERK OF COURT

RECEIVED AT THE CLERK'S OFFICE  
EAST BATON ROUGE PARISH

C

NEW RICHMOND CORPORATION

NUMBER 459,342 DIVISION "T"

42  
99 28

VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

COST OK 32500

WALTER A. BENNETTI

STATE OF LOUISIANA

APR 28 1999

MOTION AND ORDER FOR APPOINTMENT OF ATTORNEY  
TO REPRESENT ABSENT DEFENDANT

BY [Signature]  
DY. CLERK OF COURT

On motion of plaintiff, appearing herein through undersigned counsel, and on suggesting to the court that, Walter A. Bennetti, defendant herein, has been determined to be an absentee as defined by Article 5252(1) of the Louisiana Code of Civil Procedure, whereabouts being unknown, and that it is necessary that an attorney be appointed to represent him in this matter upon whom service of proceedings may be had:

IT IS ORDERED that Stephen C. Martin, an attorney at law, be appointed to represent Walter A. Bennetti, absent defendant herein, and that service of all notices be made upon said attorney.

Baton Rouge, Louisiana, this 28 day of April

1999.

[Signature]  
JUDGE, 19<sup>TH</sup> JUDICIAL DISTRICT COURT

Attorney for Mover:

E. Clark Gaudin

E. Clark Gaudin  
10626 Linkwood Court, Suite C  
Baton Rouge, Louisiana 70810  
Telephone (504) 767-4062

CERTIFIED TRUE COPY

262069

BY [Signature]  
DEPUTY CLERK & RECORDER  
BRUCE WELDON  
CLERK OF COURT EAST BATON ROUGE

19TH JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA  
FILED

APR 29 11:16:10

[Signature]  
DEPUTY CLERK OF COURT

REC'D C.P.

MAR 29 1999

D

19TH JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA

CERTIFIED TRUE COPY

NO. 459,342 DIV. 19592

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DEPT. OF COURT

CLERK & RECORDER  
EAST BATON ROUGE

**SHERIFF'S RETURN**

I, **ELMER B. LITCHFIELD, SHERIFF**, received the within **WRIT** on **MAY 14<sup>TH</sup>, 1999**, and acting under and by virtue thereof, I seized the within described property; and on **MAY 17<sup>TH</sup>, 1999**, **NOTICE OF SEIZURE** was served on **WALTER A. BENNETTI**.

The prescribed delay after serving the **NOTICE OF SEIZURE** having elapsed, and the defendants still failing to satisfy the demand, I advertised the property for sale as the law directs. I had the advertisement published in the Advocate, a newspaper published in this Parish, in its issues of **MAY 28<sup>TH</sup>, 1999** and **JUNE 28<sup>TH</sup>, 1999**, stating therein that within legal hours on **WEDNESDAY, JUNE 30<sup>TH</sup>, 1999**, in the lobby of the **GOVERNMENTAL BUILDING**, I would offer the property for sale at public auction, for cash, to the highest bidder **WITHOUT APPRAISEMENT** and according to law.

At the time and place designated, I proceeded with the sale as advertised. I first read the said Writ and the advertisement to the persons assembled, and I also read to them the Certificate of Mortgages furnished by the Clerk of Court and Recorder for the Parish of East Baton Rouge, which certificate is annexed hereto for reference. I, Then and there offered the property for sale as aforesaid, at which offering, the Plaintiff, **NEW RICHMOND CORPORATION, a domestic corporation domiciled in East Baton Rouge Parish, Louisiana**, represented by, **ATTORNEY L. CLARK GAUDIN**, made the highest bid therefor, and I adjudicated the said property, to the said, **NEW RICHMOND CORPORATION**, at the price of **ONE THOUSAND FIVE HUNDRED and NO/100 (\$ 1,500.00) DOLLARS**, that being the amount of the said bid, and the said bidder complied with its bid by paying to me, in cash, the amount of costs herein, which I have disbursed as follows:

Clerk of Court and Recorder.....	\$	665.57
Sheriff's costs, commission, deed and process verbal ....		220.75
Capital City Press.....		443.00
Miscellaneous.....(FAX COPIES).....		
Tax Certificate.....		5.00
Making a <b>TOTAL CASH PAYMENT OF</b> .....	\$	1,334.32
Purchaser retaining in its hands the balance of.....	\$	165.68

bid to apply as a credit on its claim herein, which amount I hereby credit to the within said Writ

**WHEREFORE**, I have disbursed the cash payment as above set forth and with the foregoing **PROCES VERBAL** of my proceedings, thereunder, hereby return this **WRIT** on the 3rd day of August.

**ELMER B. LITCHFIELD, SHERIFF  
EAST BATON ROUGE PARISH**

BY: Ratouya B. Wilson  
**DEPUTY**

**MICROFILMED**

AUG 5 99 0 2 3

EAST BATON ROUGE  
PARISH  
CLERK OF COURT