

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First MORTGAGOR**

BRUNO, TRACI

**First MORTGAGEE**

PHAM, MARIA

**Index Type :** MORTGAGES

**File Number :** 2019-00018791

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**Recorded Information**

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

  
Clerk of Court



On (Recorded Date) : 06/11/2019

At (Recorded Time) : 11:05:09AM

ACT OF MORTGAGE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, that on this 4<sup>th</sup> day of June, in the year of our Lord two thousand nineteen (2019);

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

PERSONALLY CAME AND APPEARED:

**TRACI BROUSSARD BRUNO (SS# XXX-XX-9034), wife of/and MARCUS W. BRUNO (SS# XXX-XX-5743)**, both persons of the full age of majority and residents of and domiciled in the Parish of Lafayette, State of Louisiana, who declared under oath, unto me, Notary, that they are currently married, presently living and residing together and whose current mailing address is 102 Marsh Drive, Lafayette, LA 70507;

hereinafter referred to as mortgagor, who declared and acknowledged that they are justly and truly indebted unto:

MARIA PHAM

hereinafter referred to as "Mortgagee"; masculine singular, in the full sum of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS which said mortgagee has loaned and advanced unto the said mortgagor in lawful money, the receipt whereof is hereby acknowledged, and for the reimbursement of which the said mortgagor has made and subscribed one (1) Promissory Note, dated the 4<sup>th</sup> day of June, 2019, payable to the order of Bearer at any such place as the holder of the note may designate, for the principal sum of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS, payable as follows, to-wit:

Payable in 17 equal consecutive quarterly installments of \$2,500.00 each, commencing on September 4, 2019, and due quarterly thereafter on December 4<sup>th</sup>, March 4<sup>th</sup>, June 4<sup>th</sup> and September 4<sup>th</sup> of each year with a final installment of all unpaid principal and interest on December 4, 2023, with interest at the rate of TWELVE per cent (12%) per annum from date until final payment.

Prepayment penalty privilege is reserved to the makers of this note to prepay this note in full prior to June 4, 2021 upon a payment of prepayment premium, as set forth herein;

Three per cent (3%) premium on the outstanding principal if prepaid on or before June 4, 2020.

Two per cent (2%) premium on the outstanding principal if prepaid on or before June 4, 2021.

Which note, I, Notary, having paraphed "Ne Varietur", for identification herewith, have delivered unto the mortgagee, here present, who acknowledges due receipt thereof.

It is agreed that in case it shall become necessary to place said note in the hands of an Attorney at Law for collection or compromise or for any other reason to pay the fees of such attorneys, which are hereby fixed at twenty-five (25%) per cent (minimum fee \$200.00) on the amount then due on this note with interest and all costs.

Now, in order to secure the full and punctual payment of the said Note at maturity, together with all eventual interest, Attorney's fees hereinbefore mentioned, costs of court, charges and expenses whatsoever, including insurance premiums, the said mortgagor declared that he does, by these presents, mortgage, effect and specifically hypothecate in favor of the said mortgagee, here present and accepting, and all of the future holder or holders of said Note, the following described property, to-wit:

**THAT CERTAIN PARCEL OF GROUND**, together with all improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof being known and designated as **LOT SEVENTY-THREE (73), of LAKEWOOD ACRES**, a subdivision of the **PARISH OF LAFAYETTE, STATE OF LOUISIANA**, on that certain plat of survey prepared by Edmond E. Dupre, Jr., attached to that act recorded under Entry No. 78-18140 of the records of Lafayette Parish, Louisiana and made a part hereof by reference, and being described with reference thereto as having a frontage of 170.00 feet on Marsh Drive, and is bounded northerly by the said Marsh Drive, easterly by Lot 72, westerly by Lot 74, and southerly by Lot 68, all of said subdivision and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Bearing Municipal No.: 102 Marsh Drive, Lafayette, LA 70507.

Being the same property acquired by Marcus W. Bruno and Traci Broussard Bruno by act dated 2/28/1996 and recorded at Instrument #96-6672 in the records of Lafayette Parish, Louisiana.

Being the same property acquired by Marcus W. Bruno from Traci Broussard Bruno by act dated 3/26/1997 and recorded at Instrument #97-010196 in the records of Lafayette Parish, Louisiana.

Being the same property acquired by Traci Broussard Bruno from Marcus W. Bruno by act dated 3/21/2001 and recorded at Instrument #01-12900 in the records of Lafayette Parish, Louisiana.

This act is made and accepted subject to all restrictions and/ or servitudes which may appear in the chain of title without the benefit of reimposing same.

The said premises are so to remain mortgaged and hypothecated until the full and final payment of the aforesaid Promissory Note, the said Mortgagor binding himself and his heirs not to sell, alienate or encumber the same to the prejudice of this act.

The said Mortgagor does hereby confess judgment in favor of said Mortgagee or any future holder or holders of such Promissory Note for the full amount thereof, capital and interest, and together with all fees, costs, charges and expenses, whatsoever, as aforesaid.

And the said Mortgagor further declared, that in the event of the said Promissory Note not being punctually paid at maturity, it shall be lawful for, and he does hereby authorize the said Mortgagee or any holder or holders thereof, to cause all and singular the property hereinbefore described and herein mortgaged, to be seized and sold, under executory process or under writ of fieri facias issued in execution of an ordinary judgment obtained on the Note hereinabove mentioned, without appraisal to the highest bidder, payable cash, the said Mortgagor hereby expressly dispensing with all and every appraisal thereof, and by these presents, waiving and renouncing the benefit of appraisal, and of all laws or parts of laws relative to the appraisal of property seized and sold under executory or other legal process.

And the said Mortgagor further declared that he does, by these presents, bind himself to keep all and singular the buildings and improvements on the property above described constantly insured by extended coverage and against loss by fire, to an amount not less than that of the Note due by him until the full and final payment of the said Promissory Note, and to transfer and deliver unto the said mortgagee the Policy or Policies of such insurance or insurances, and the Mortgagor consenting and agreeing that said Mortgagee shall have the right to transfer said Policy or Policies to any future holder or holders of said Note; and that in case of failure of the said Mortgagor to effect such insurance, the holder or holders of the said Note shall have the right to do so, and the reimbursement of all sums paid for that purpose shall be secured by the present mortgage; but this clause shall not be construed as obligatory on such holder or holders, or as making them liable for any loss, damage or injury which may result from the non-insurance of the said premises.

For purposes of executory process and in accordance with the provisions of Louisiana law and more particularly Articles 2631 and 2632 of the Louisiana Code of Civil Procedure, in the event the obligations secured by this mortgage are not paid at their maturity or in the event Mortgagor defaults in the performance of any obligations required hereunder, the said Mortgagor hereby confesses Judgment in favor of the Mortgagee, or any future holder or holders of said Note, up to the full amount of principal, interest and attorney's fees and for any sums that the Mortgagee may advance during the life of this mortgage for the payment of premiums of insurances, taxes and assessments or for the protection and preservation of this mortgage as authorized elsewhere in this act, and does by these presents consent, agree and stipulate that in the event of said Note, or any installment of principal or interest thereon, not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth, or the breach of this contract in any of its parts by the Mortgagor, the Note shall, at the option of the holder, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for the holder or holders of the Note, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged to be seized and sold by executory process issued by any competent court or to proceed with enforcement of this mortgage in any other manner provided by law.

Mortgagor agrees, at the request of the Mortgagee, to also make monthly deposits with Mortgagee, to be non-interest bearing and which may be commingled with other assets of Mortgagee, together with and in addition to interest and principal, of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the property herein mortgaged. The amount of such taxes and assessments, when unknown, shall be estimated by mortgagee. Any insufficiency of such amount to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand.

The Mortgagor declared that he does hereby specially covenant and agree to faithful fulfillment of the following stipulations in favor of the holder or holders of the said Note secured by the mortgage herein granted to-wit:

FIRST: To observe and abide by all lawful rules and regulations of legally constituted authorities from time to time in force and effect relating to the property subject to this mortgage.

SECOND: Not to abandon the herein mortgaged premises.

THIRD: The Mortgagee shall, at all reasonable times, have access to and the right to inspect the property hereinabove described and herein and hereby mortgaged.

FOURTH: The above described property to remain mortgaged and hypothecated until the full and final payment of the aforesaid indebtedness in principal and interest, attorney's fees, insurance premiums, costs and expenses, the Mortgagor hereby binding himself, his heirs, successors and assigns, not to make a conveyance, mortgage, transfer or sale of the above described property until full and final payment of the aforesaid indebtedness, including principal, interest, attorney's fees, insurance premiums, costs and expenses, unless the holder or holders of said Note expressly consent to such conveyance or mortgage in writing. The Mortgagor hereby agrees that should the property be mortgaged, sold or transferred, either with or without the assumption of the aforesaid indebtedness, such sale, transfer or mortgage shall constitute a breach of this contract and the obligations herein set forth, and the Note shall, at the option of the holder or holders of the Note, immediately mature and become due and payable, anything herein contained to the contrary notwithstanding, and it shall be lawful for the holder or holders of the Note to proceed with enforcement of this mortgage as hereinabove set forth.

FIFTH: In case Mortgagor should become insolvent and apply to a bankruptcy court to be adjudicated a bankrupt, or proceedings be instituted against him, to put him in involuntary bankruptcy, or should proceedings be taken against him, looking to the appointment of a receiver, or syndic, or should they, or any one of them, make an assignment for benefit of creditors, or if an order be issued by court for the appointment of a receiver or receivers for any or all of them or for the property herein mortgaged, or for the sequestration, seizure or attachment of said property, or should there be created or suffered to be created

any other lien or charges superior in rank to the lien and mortgage herein granted, or in case of the death of the Mortgagor, or if any of the equipment or improvements are removed, then, and in any such events, the said Note, in principal and interest, and all other indebtedness secured hereby, shall, at the option of the holder or holders of said Note, immediately become due and payable, the same as by lapse of time, anything to the contrary notwithstanding. Any failure on the part of the holder or holders of said Note to exercise said option shall not constitute a waiver of the right to exercise same at any other time.

SIXTH: To pay and discharge promptly when due, all taxes, local and special assessments, and governmental charges of every description which shall, from time to time, be imposed, assessed or levied upon the property hereby mortgaged, or any part thereof, so that the priority of these presents, as herein stipulated for, shall at all times be maintained and preserved, and to furnish to Mortgagee evidence of the payment of such taxes, local and special assessments and governmental charges and utility charges.

SEVENTH: To pay promptly at maturity all payments due on the Note, the said payments to be made without deduction for taxes, assessments or governmental charges in the nature thereof upon said Note, or upon the debt or interest evidenced thereby, or any part thereof, or upon this mortgage, which the Mortgagor may be required or permitted to deduct, retain or pay there from or thereon, under or by reason of any present or future law of the United States or any state, or of any parish, municipality or taxing authority thereof, except insofar as prohibited by law.

EIGHTH: To keep the Property constantly insured, as may be required from time to time by the Mortgagee, against loss by fire and such other hazards, casualties and contingencies, including, but without limiting the generality of the foregoing, war damage insurance, whenever, in the opinion of the Mortgagee, such protection is necessary, all of the aforesaid insurance to be in such amounts and in such manner as may be required by the Mortgagee, and all of the aforesaid insurance to be in forms acceptable to and in companies satisfactory to Mortgagee, and with noncontributory mortgagee loss payable clauses attached to all policies in favor of Mortgagee and in form satisfactory to Mortgagee. Mortgagor shall deliver all original policies to the Mortgagee, with satisfactory evidence of the payment of the premiums thereon, and copies of all renewals thereof are to be delivered to Mortgagee at least fifteen (15) days in advance of the expiration date of the existing policy or policies.

In the event the Mortgagor should, for any reason whatsoever, fail to keep the Property so insured, or to keep said policies so payable to Mortgagee, or fail to deliver to Mortgagee, as aforesaid, the original policies of insurance and the renewals thereof, then Mortgagee, if he so elects, may himself have such insurance effected in such amounts and in such companies as he may deem proper and may pay the premiums therefor and any premiums so paid, together with interest thereon, as provided herein, up to a total sum not to exceed ten (10%) per cent of the original principal amount of the note, shall be secured by this mortgage, and Mortgagor covenants and agrees that, within ten (10) days after payment and demand therefor by Mortgagee, the said Mortgagor shall repay the amount so paid by Mortgagee as premiums, together with twelve (12%) per cent per annum interest thereon from date of said payment until said amount is repaid.

Should the Mortgagee, by reason of any such insurance, receive any sum or sums of money for any damage to or loss of any of the Property, then, at the option of Mortgagee, and in such manner as Mortgagee may determine, such amount may be: (1) retained and applied by Mortgagee toward the payment of the debt hereby secured, applying the same first to the payment of the accrued interest, if any, and then to the payment of the principal; or (2) paid over, either wholly or in part, and under such conditions as Mortgagee may determine, to Mortgagor to enable Mortgagor to repair or restore the property or for any other purpose or object satisfactory to the Mortgagee, all without prejudice, however, to and without affecting the lien of this mortgage on the property or on the proceeds of such insurance, for the full amount secured hereby, as same existed before such damage or before any such payment took place.

Mortgagee shall not be responsible for the solvency of any company issuing any insurance policy, whether or not selected or approved by it, or for the collection of any amount due under any such policy, and shall be responsible and accountable only for such money as may be actually received by it. Nothing herein contained shall be construed as making the payment of insurance premiums obligatory upon the Mortgagee or as making the Mortgagee liable in any way for any loss, damage or injury resulting from the non-insurance of the property.

NINTH: To maintain, preserve and keep at all times all of the property, and each and every part and parcel thereof, in thorough repair and good working order and condition, and from time to time to make all needful repairs, renewals, additions, betterments and improvements thereon and thereto so that the security of this mortgage shall at no time become impaired; provided, however, that the Mortgagor shall make no repairs, additions, or alterations to the property or allow any work to be done thereon whereby any lien or privilege could result against the property without previously obtaining the written consent of the Mortgagee.

In the event Mortgagor should, for any reason, fail to pay and discharge promptly any such taxes, local assessments, utility charges or governmental charges when due, then Mortgagee herein shall be authorized to pay the same, with full subrogation to all right of taxing authorities by reason of such payment, and the amounts so paid, together with interest thereon, as provided herein, shall be secured by this mortgage and Mortgagor covenants and agrees that, within ten (10) days after payment and demand therefor by Mortgagee, Mortgagor will repay the amounts so paid by Mortgagee in payment of such taxes, assessments, etc., together with ten (10%) percent per annum interest from date of such payment until said amount is repaid. Nothing herein contained shall be construed, however, as making the payment of such taxes, local assessments or governmental charges obligatory upon the Mortgagee or as making Mortgagee liable for any loss, damage or injury resulting from the non-payment of said taxes, assessments, etc.

The maximum amount for which the special mortgage herein granted shall be deemed to secure the obligations of the Mortgagor as stipulated herein, to reimburse the Mortgagee or any future holder or holders of the Note or Notes herein issued, the amounts paid, advanced or incurred for taxes and assessments, attorney's fees, charges of any and every kind for the full protection and preservation of this mortgage, including payments required in respect to any lien, privilege or mortgage affecting the property herein mortgaged, is hereby fixed in an amount equal to twice the face amount of the Note or Notes herein issued, which amount shall be exclusive of and in addition to the principal of the said Note and mortgage, with interest as herein set forth.

Mortgagor hereby expressly waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723, 2724, Louisiana Code of Civil Procedure, and all other laws conferring the same; (b) the demand and three (3) days delay afforded by Article 2639 and 2721, Louisiana Code of Civil Procedure; (c) the notice of seizure required by Articles 2293 and 2721, Louisiana Code of Civil Procedure; (d) the three (3) days delay provided by Articles 2331 and 2722, Louisiana Code of Civil Procedure; (e) the benefit of the other provisions of Articles 2331, 2722 and 2723, Louisiana Code of Civil Procedure; and (f) the rights contained in any other article of Louisiana law which would prevent the immediate seizure of the property. Mortgagor expressly agrees to the immediate seizure of the property subject to this mortgage in the event of suit hereon.

It is understood and agreed that if the monthly payments provided for in the note herein issued shall not be received by the holder of the note within fifteen (15) days after said payment is due, the maker(s) of the note herein issued shall pay to the holder a "late charge" of four (4%) percent of such monthly installments, to cover the extra expense involved in handling delinquent payments.

The said Mortgagor further declared that in favor of the Mortgagee herein, and of all future holder or holders of the note secured hereby, and as regards the property hereby mortgaged, he does hereby waive any and all homestead exemptions or moratoriums to which he is or may be entitled under the Constitution and laws of the State of Louisiana or the United States of America.

The singular herein shall include the plural and the masculine gender shall include the feminine and neuter genders, and vice versa.

All taxes up to and including the taxes due and exigible in 2018 are paid, and taxes for the current year have been prorated between the parties hereto. The tax prorations are based upon the best available information obtainable at the time of closing. Any future adjustments on said differences shall be solely between Purchaser and Seller and Vezina and Gattuso, LLC and the closing Notary shall be held harmless. If Vezina and Gattuso, LLC and the closing Notary holds an estimated amount pending the issuance and/or receipt of the tax bill, Seller agrees to be responsible for any shortage in the estimated amount and Vezina and Gattuso, LLC and the closing Notary agrees to refund any overage in the estimated amount.

By reference to the Public Records of Lafayette Parish, it does not appear that said property has been heretofore alienated by the Seller or is presently encumbered, EXCEPT:

**INSTRUMENT #2005-00007629**-Mortgage by Traci Broussard Bruno, wife of/and Marcus W. Bruno, in favor of Universal Lending Services, Inc., dated 2/15/2005 and the assignment thereof to Deutsche Bank National Trust Company, dated 2/24/2012 and recorded at Instrument #2012-00007907 in the records of Lafayette Parish, LA.-**TO REMAIN OPEN AND ACTIVE**

**INSTRUMENT #2016-00039026**-Multiple Indebtedness Mortgage by Traci Broussard Bruno, wife of/and Marcus W. Bruno in favor of Lafayette Neighborhoods Economic Development Corporation, Inc., dated 10/14/2016 and recorded in the records of Lafayette Parish, LA.-**TO BE CANCELLED**

**INSTRUMENT #2018-30897**-Judgment against Tracy Bruno in favor of Conn Appliances, Inc., dba Conn's, dated 9/4/2018 and recorded in the records of Lafayette Parish, LA.-**TO BE CANCELLED**

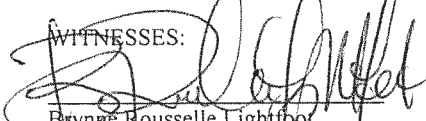
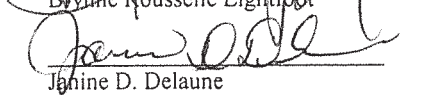
Conveyance, Mortgage and City, State and Parish Tax Research Certificates have been waived, and the parties hereto relieve, release and covenant to hold me, Notary harmless from and against any and all liability and responsibility in connection therewith.

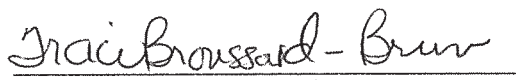

The mortgagor declares that in the U.S. Courts there are no judgments, general or particular, of record against mortgagor.


The parties hereto take cognizance that no title examination on the herein described property in connection with this act of mortgage has been made by the undersigned Notary, and the parties do hereby relieve and release me, Notary, from any liability in connection with any title defects which might have been disclosed by such title examination.

And here the said mortgagor declared that this mortgage is executed and granted for the equal benefit and security of any and all future holder or holders of the hereinabove described note at whatever period or for whatever cause or for any reason whatsoever said note may be issued or reissued, the purpose of the present act being to enable said mortgagor to pledge, pawn, hypothecate and deliver on such terms as said mortgagor may deem advisable and proper, the said note as collateral security to secure such loan or loans as said mortgagor may from time to time desire to make. It is understood and agreed that possession of the said note at any time by the said mortgagor herein shall not in any manner extinguish the said note or this mortgage securing payment thereof, but that the said mortgagor shall have the right to issue and reissue the said note from time to time as his interest or convenience may require, without in any manner extinguishing or affecting the obligation of said note or the security of this mortgage.

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

WITNESSES:  
  
Brynne Rousselle Lightfoot  
  
Jahine D. Delaune

  
TRACI BROUSSARD BRUNO  
  
MARCUS W. BRUNO

  
ROY J. E. GATTUSO, NOTARY PUBLIC  
LA BAR NO. 5966