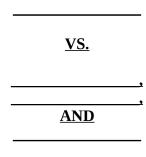
Civil Action No.

JUDICIAL DISTRICT COURT IN AND FOR THE

PARISH OF \_\_\_\_\_, STATE OF LOUISIANA



\* \* \*

#### PETITION FOR EXECUTORY PROCESS

The petition of \_\_\_\_\_\_, a banking corporation organized and existing under the laws of the State of Louisiana, having as its domicile the Parish of \_\_\_\_\_, State of Louisiana, respectfully represents:

l.

Defendants, \_\_\_\_\_, are \_\_\_\_\_, and \_\_\_\_\_, are \_\_\_\_\_, and \_\_\_\_\_\_, are indebted unto petitioner in the sum of \_\_\_\_\_\_ AND \_\_/100 (\$\_\_\_\_\_) DOLLARS, plus accrued interest of \_\_\_\_\_\_ AND \_\_/100 (\$\_\_\_\_\_) DOLLARS, and late charges in the amount of \_\_\_\_\_\_ AND \_\_/100 (\$\_\_\_\_\_) DOLLARS, plus interest at the rate of \_\_\_\_\_\_ percent (\_\_\_%) per annum from date until paid, and with an additional sum of \_\_\_\_\_\_ percent (\_\_\_%) attorney's fees on the aggregate amount of principal and interest due and owing if the said note was placed in the hands of an attorney for collection, and all costs of these proceedings, for the following reasons:

2.

The defendant, \_\_\_\_\_\_\_, and \_\_\_\_\_\_, who is now deceased, on \_\_\_\_\_\_\_, 20\_\_\_\_, executed a Collateral Mortgage note payable to the order of Bearer, in the amount of \_\_\_\_\_\_\_ and \_\_\_/100 (\$\_\_\_\_\_) Dollars, payable on demand, bearing interest at the rate of \_\_\_\_\_\_ percent (\_\_\_%) per annum from date until paid, and with an additional sum of \_\_\_\_\_\_ percent (\_\_\_%) attorney's fees on the aggregate amount of principal and interest due and owing if the said note was placed in the hands of an attorney for collection, which note is attached hereto, made a part hereof, and marked "P-l" for identification herewith.

P-l was paraphed "Ne Varietur" for identification with an Act of Collateral Mortgaged

passed before \_\_\_\_\_, Notary Public, on the \_\_\_ day of \_\_\_\_, 20\_\_\_.

4.

P-l was secured by a Collateral Mortgage of the same date passed before the same Notary Public, alleging that \_\_\_\_\_\_ and \_\_\_\_\_ are indebted unto \_\_\_\_\_\_, in the full sum of \_\_\_\_\_\_ and \_\_\_/loo (\$\_\_\_\_) Dollars, with interest at the rate of \_\_\_\_\_\_ percent (\_\_\_%) per annum from date until paid, and made payable on demand, which mortgage did affect and hypothecate in favor of petitioner, the following described property, to-wit:

That certain lot of ground, together with all improvements located thereon, situated in the \_\_\_\_\_\_ Ward of \_\_\_\_\_ Parish, Louisiana, on the \_\_\_\_\_\_ side of \_\_\_\_\_, measuring \_\_\_\_\_ (\_\_\_) feet on its North, South, East and West lines, and bounded, now or formerly, as follows: North by \_\_\_\_\_\_ or Lot \_\_\_\_\_ of the hereinafter referred to sketch, East by \_\_\_\_\_\_, South by \_\_\_\_\_\_, or Lot \_\_\_\_\_ of the hereinafter referred to sketch, and West by \_\_\_\_\_\_, or Lot \_\_\_\_\_ of the hereinafter referred to sketch which is attached to an Act of Partition recorded in Book \_\_\_\_, Folio \_\_\_\_, Entry Number \_\_\_\_\_ of the Conveyance Records of \_\_\_\_\_\_ Parish, Louisiana.

5.

A certified copy of the Collateral Mortgage is attached hereto and made a part hereof and marked "P-2" for identification herewith.

6.

The defendants, \_\_\_\_\_\_\_ and \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_, executed a promissory note in the full sum of \_\_\_\_\_\_\_ and \_\_/100 (\$\_\_\_\_\_) Dollars, bearing interest at the rate of \_\_\_\_\_\_ percent (\_\_\_%) per annum, and made payable on demand, or if no demand is made, in \_\_\_\_\_\_ payments of \_\_\_\_\_\_\_ and \_\_/100 (\$\_\_\_\_\_) Dollars, and an irregular payment estimated at \_\_\_\_\_\_ and \_\_/100 (\$\_\_\_\_\_) Dollars, the first payment being due on \_\_\_\_\_\_, 20\_\_\_, and each remaining installment due on the \_\_\_\_\_ day of each month thereafter. Said note is attached hereto and made a part hereof and marked "P-3" for identification herewith.

7.

P-3 was secured by P-l and P-2 previously described.

The defendants, \_\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, have

8.

been credited for all payments made on said promissory note marked "P-3".

The defendants confessed judgment on the attached notes and consented to the seizure and sale of the mortgaged property under executory process if the note was not paid in accordance with its terms; waived the demand for payment prior to seizure; and further waived the benefits of appraisal of the property prior to judicial sale.

l0.

The defendants did in the act of mortgage waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

11.

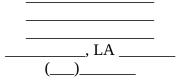
Said note became in arrears on \_\_\_\_\_\_, 20\_\_\_\_, when the installments due were not paid, whereupon the entire balance due on said note became due under the terms of the said note.

1		
I	Z	

Petitioner desires that the property be appraised prior to sale.

WHEREFORE, the premises and annexed documents considered, petitioner prays for an order of executory process herein, and after due delays that a writ of seizure and sale issue herein directing the Sheriff of the Parish of \_\_\_\_\_\_, Louisiana, to seize and sell after due advertisements, delays, requisites, and formalities, free and clear of all homestead rights and exemptions, the properties described in Paragraphs 4 and 7 according to law, for cash, with appraisement, to pay and satisfy the claim of petitioner, \_\_\_\_\_\_\_, against the defendants, \_\_\_\_\_\_\_, and \_\_\_\_\_\_\_, and \_\_\_\_\_\_, in the full sum of \_\_\_\_\_\_\_ AND \_\_/100 (\$\_\_\_\_\_\_) DOLLARS, plus accrued interest of \_\_\_\_\_\_\_ AND \_\_/100 (\$\_\_\_\_\_\_\_) DOLLARS, plus interest at the rate of \_\_\_\_\_\_\_ percent (\_\_\_%) per annum from date until paid, and with an additional sum of \_\_\_\_\_\_\_ percent (\_\_\_%) attorney's fees on the aggregate amount of its claim by preference and priority over all other persons.

Petitioner further prays for all orders and decrees necessary in the premises.



BY:\_\_\_\_\_

# ATTORNEY FOR PETITIONER

Please serve defendants as follows:

\_\_\_\_\_ and \_\_\_\_\_

and

\_\_\_\_\_Louisiana \_\_\_\_\_

## STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

### **AFFIDAVIT OF CORRECTNESS**

BEFORE ME, the undersigned Notary Public, personally came and appeared \_\_\_\_\_, who, being by me first duly sworn, deposed and said:

- \_\_\_\_\_ of \_\_\_\_\_ and is duly l. He is a \_\_\_\_\_ qualified to make this affidavit;
- 2. He is familiar with the proceedings entitled "\_\_\_\_\_ VC

The is fulfillar with the proce		
VS,	and	
	Parish, Louisiana," and that he has	
read the Petition for	Executory Process, and that	
	and	
are indebted to	in the amount of	
AND	_/100 (\$) DOLLARS, plus	
	AND/l00 (\$)	
DOLLARS, and late charges in the amount of		
AND/l00 (\$) DOLLARS, plus interest at the rate of		
percent (%) per annum from date until paid, and with		
an additional sum of percent (%) attorney's fees on		
the aggregate amount of principal and interest due and owing if the		
said note was placed in the ha	nds of an attorney for collection, and	
all costs of these proceedings.	2	

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, Louisiana.

NOTARY PUBLIC

Civil Action No.

JUDICIAL DISTRICT COURT IN AND FOR THE

PARISH OF \_\_\_\_\_, STATE OF LOUISIANA

### <u>O R D E R</u>

\* \* \*

The premises and documents and affidavit therein being considered, let an order of executory process issue as prayed for, and according to law.

ORDERED AND SIGNED in Chambers at \_\_\_\_\_, \_\_\_\_ Parish, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

DISTRICT JUDGE