

**CASH SALE**

**Sale of Property**

**by:**

**Shirley Goodman Bernofsky, wife of and  
Carl Bernofsky**

**to:**

**Rose Randazzo Epperley, wife of and  
Randall Dean Epperley**

***United States of America  
State of Louisiana  
Parish of Jefferson***

**BE IT KNOWN** That on this 14th day of  
February, 2007

**BEFORE ME**, Daniel M. Douglass, a notary  
public, duly commissioned and qualified, in  
and for the Parish of Jefferson and in the  
presence of the witnesses hereinafter named  
and undersigned.

***Personally Came and Appeared,***

**SHIRLEY GOODMAN BERNOFSKY**, (SS# xxx-xx-5380), wife of/and **CARL  
BERNOFSKY**, (SS# xxx-xx-4892), both persons of the full age of majority and residents of the  
State of Louisiana, who declared unto me, Notary, that they have both been married but once and  
then to each other with whom they are living and residing.

**MAILING ADDRESS:** 109 Southfield Rd., Shreveport, Louisiana 71105

Who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover,  
abandon and deliver, with all legal warranties and with full substitution and subrogation in and to  
all the rights and actions of warranty which they have or may have against all preceding owners  
and vendors, unto,

**ROSE RANDAZZO EPPERLEY**, (SS# xxx-xx-0102), wife of/and **RANDALL DEAN  
EPPERLEY**, (SS# xxx-xx-9236), both persons of the full age of majority and residents of the  
State of Louisiana; Rose Randazzo Epperley appearing herein by and through Randall Dean  
Epperley, her duly authorized Agent and Attorney in fact, by virtue of a Power of Attorney, an  
original of which is annexed hereto and made a part hereof; the said Agent has declared that his  
Principal is alive and has not been declared an interdict or bankrupt and further declared that his  
Principal has been married but twice; first to Leslie Charles Peterson from whom she was  
divorced, and second to Randall Dean Epperley with whom she is living and residing; and that  
Randall Dean Epperley has been married but once and then to Rose Randazzo with whom he is  
living and residing.

**MAILING ADDRESS:** 8821 Creede Trail, Ft. Worth, Texas 76118

here present, accepting and purchasing for themselves, their heirs and assigns, and  
acknowledging due delivery and possession thereof, all and singular the following described  
property, to-wit:

**Exhibit D**  
**Bernofsky v. Road Home**

*"Description of Property"*

**THAT CERTAIN PIECE OR 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 the **PARISH OF ORLEANS**, State of Louisiana, City of New Orleans, in the **SECOND DISTRICT** of the City of New Orleans, in **SQUARE 215** and described as follows to wit:

**LOTS 47 & 48, SQUARE 215, LAKEVIEW SUBDIVISION**, which square is bounded by General Diaz Street (formerly St. Louis Street), Memphis Street, Bragg Street, and Lane street, and which said lots measure each 25.0 feet front on General Diaz Street, same width in the rear, by a depth of 122.75 feet. Lot 48 forms the corner of General Diaz and Lane Streets. All as more fully shown on survey of BFM Corporation, dated February 6, 1989, a copy of which is attached hereto and made a part hereof.

**Improvements thereon bear the Municipal No. 6478 General Diaz Street, New Orleans, La .**

Being the same property acquired by Shirley Goodman Bernofsky wife of/and Carl Bernofsky in an act dated 02/27/89 registered in CIN 2034.

**PURCHASER (s)** herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2007 bearing Tax Assessment No. 2-06-4-036-26 are to be forwarded to:

Rose Randazzo Epperley and Randall Dean Epperley  
8821 Creede Trail, Ft. Worth, Texas 76118

**THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:**

1. Restrictions contained in an act executed before J.S. Gautreaux, N.P., dated 11/08/49 in COB 566 folio 608.
2. Fence deviation on the Lane Street side of up to 0.50 feet as shown on annexed survey of BFM Corporation, dated February 6, 1989.
3. Any and all restrictions, overlaps, overhangs, servitudes and/or easements , rights of ways and outstanding rights of record which might be shown on a current survey of the property.

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

*See **WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM** attached hereto and made a part hereof.*

To have and to hold the above described property unto the said purchaser(s) themselves, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **One Hundred Fifteen Thousand dollars and Zero cents, \$115,000.00** which the said purchaser(s) have well and truly paid, in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

All State and City taxes up to and including the taxes due and eligible for the current tax year are paid as per a research of the tax rolls for the year 2007. 2007 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.





### WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly referred to as 6478 Gen. Diaz Street, New Orleans, Louisiana 2/14/2007 between **Shirley & Carl Bernofsky ("SELLER")** and **Rose & Randall Epperley ("PURCHASERS")**, the undersigned parties hereby agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, Purchaser hereby agrees that THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any land whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder,

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

SELLER:

PURCHASER:

*Shirley Goodman Bernofsky*  
*Carl Bernofsky*


*Rose Epperley*  
*Randall Epperley*

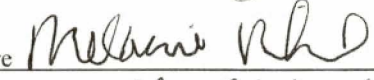
By reference to the certificate of the Registrar of Conveyances and Recorder of Mortgages in and for the Parish of Orleans annexed hereto, it does not appear that said property has been heretofore alienated by the Vendor.

The parties to this act are aware of the fact that the mortgage, conveyance and Paving Ordinance certificates herein referred to are open, being not yet dated or signed, and relieve and release me, Notary, from all responsibility and liability in connection therewith.

*Thus Done and Passed,* in my office in Metairie, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

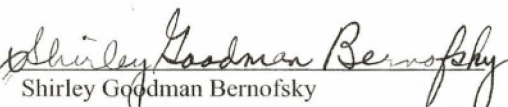
WITNESSES:

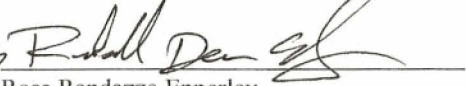
Signature   
PRINT John C Cagne

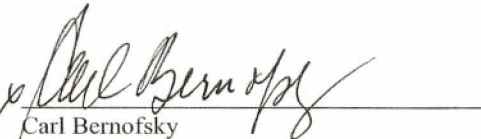
Signature   
PRINT Melanie Richard

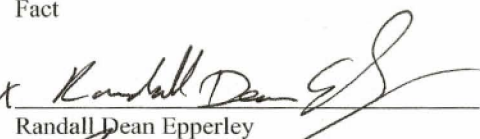
SELLER:

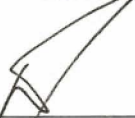
PURCHASER:

  
Shirley Goodman Bernofsky

  
Rose Randazzo Epperley  
By: Randall Dean Epperley, Agent & Atty in Fact

  
Carl Bernofsky

  
Randall Dean Epperley

  
Daniel M. Douglass  
ID# 24386



**A. U.S. Department of Housing  
and Urban Development**
**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 70251		7. Loan Number
8. Mortgage Ins. Case No.		

**Settlement Statement**

<b>C. Note:</b>	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.		
<b>D. Name of Borrower:</b>	Rose Randazzo Epperley, 8821 Creede Trail, Ft. Worth, TX 76118 Randall Dean Epperley, 8821 Creede Trail, Ft. Worth, TX 76118		
<b>E. Name of Seller:</b>	Shirley Goodman Bernofsky, 109 Southfield Rd., #51 H, Shreveport, LA 71105 Carl Bernofsky, 109 Southfield Rd., #51 H, Shreveport, LA 71105	<b>TIN:</b>	360-26-5380 094-26-4892
<b>F. Name of Lender:</b>	Omni Bank, 2900 Ridgelake Drive, Metairie, LA 70006		
<b>G. Property Location:</b>	6478 General Diaz St., New Orleans, LA 70124		
<b>H. Settlement Agent:</b>	Crescent Title, LLC (504) 866-5151	<b>TIN:</b>	72-1548462
<b>Place of Settlement:</b>	3224 N. Turnbull, Metairie, LA 70002		
<b>I. Settlement Date:</b>	2/14/2007	<b>Proration Date:</b>	2/14/2007

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross amount due from borrower:</b>		<b>400. Gross amount due to seller:</b>	
101. Contract sales price	115,000.00	401. Contract sales price	115,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	9,832.25	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes 2/14/2007 to 1/1/2008	143.65	407. County taxes 2/14/2007 to 1/1/2008	143.65
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross amount due from borrower:</b>	124,975.90	<b>420. Gross amount due to seller:</b>	115,143.65
<b>200. Amounts paid by or in behalf of the borrower:</b>		<b>500. Reduction in amount due to seller:</b>	
201. Deposit or earnest money	2,500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	7,718.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Loan amount \$220,000.00		504. Payoff of first mortgage loan	
205. Funding amount	122,475.90	505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total paid by/for borrower:</b>	124,975.90	<b>520. Total reduction in amount due seller:</b>	7,718.50
<b>300. Cash at settlement from/to borrower:</b>		<b>600. Cash at settlement to/from seller:</b>	
301. Gross amount due from borrower (line 120)	124,975.90	601. Gross amount due to seller (line 420)	115,143.65
302. Less amount paid by/for borrower (line 220)	124,975.90	602. Less total reduction in amount due seller (line 520)	7,718.50
<b>303. CASH (FROM) TO BORROWER</b>	0.00	<b>603. CASH (FROM) TO SELLER</b>	107,425.15

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Crescent Title, LLC (504) 866-5151 with your correct taxpayer identification number.

If you do not provide Crescent Title, LLC (504) 866-5151 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Shirley Goodman Bernofsky



L. Settlement Charges		2/14/07 9:10 AM	File Number: 70251	
700.	Total sales/broker commission based on : \$115,000.00= \$6,900.00		Paid From	Paid From
	Division of commission (line 700) as follows:		Borrower's	Seller's
701.	\$6,900.00 to Latter & Blum		Funds at	Funds at
702.			Settlement	Settlement
703.	Commission paid at settlement \$6,900.00			6,900.00
704.				
705.				
706.				
800.	Items payable in connection with loan			
801.	Loan origination fee to Omni Bank ( 1%)	2,200.00		
802.	Loan discount			
803.	Appraisal fee to Jim Ruffin/Ruffin Appraisals	350.00		
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.	Processing fee			
809.	Underwriting fee			
810.	Tax service fee			
811.	Flood certification fee to Land America	12.00		
812.	Document Preparation			
813.	Application fee			
814.	Yield spread premium			
815.	Other Fees to Essential Mortgage	2,200.00		
816.	Construction Inspection Fee to Jim Ruffin/Ruffin Appraisals	300.00		
900.	Items required by lender to be paid in advance			
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for to First American Agenci	1,650.00		
904.	Flood insurance premium to Independent Insuranc	1,051.00		
905.				
906.				
1000.	Reserves deposited with lender			
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.	Flood insurance			
1007.				
1008.				
1009.	Aggregate adjustment			
1100.	Title charges			
1101.	Settlement or closing fee to Crescent Title, LLC	175.00		175.00
1102.	Abstract or title search to Louisiana Abstracting & Exam, L.L.C	181.00		
1103.	Title examination to Louisiana Abstracting & Exam, L.L.C.	135.00		
1104.	Title insurance binder			
1105.	Document preparation WAIVED \$150			
1106.	Notary fees			
1107.	Attorney's fees to			
	includes above items no.:			
1108.	Title insurance to Fidelity National Title	570.25		
	includes above items no.:			
1109.	Lender's coverage \$220,000.00			
1110.	Owner's coverage \$115,000.00 \$570.25			
1111.	Title update fee			
1112.	Fee to cancel mortgage			
1113.	Mortgage and conveyance certs to Clerk of Court	32.50		198.50
1114.	Fee to procure certificates to Crescent Title, LLC			120.00
1115.	Closing protection coverage to Fidelity National Title	25.00		
1116.				
1200.	Government recording and transfer charges			
1201.	Recording fees:			
1202.	City/county tax/stamps:			
1203.	State tax/stamps:			
1204.	Recording services to Clerk of Court	330.00		
1205.	Documentary transaction tax to City of New Orleans			325.00
1206.	Clerk certified copy to Clerk of Court	25.50		
1207.	Tax Research to Crescent Title	35.00		
1300.	Additional settlement charges			
1301.	Survey /Flood Elevation to Gilbert Kelly & Couturie	500.00		
1302.	Pest inspection			
1303.	Home warranty			
1304.	Overnight/courier fee to Crescent Title, LLC	17.50		
1305.	wire fee			
1306.	Prepare and Record POA to Crescent Title	42.50		
1307.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	9,832.25		7,718.50

## ADDENDUM TO HUD-1

File No. 70251

Date: February 14, 2007

Property: 6478 General Diaz St. New Orleans Louisiana 70124

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Shirley Goodman Bernofsky  
Shirley Goodman Bernofsky

Carl Bernofsky  
Carl Bernofsky

Rose Randazzo Epperley  
Rose Randazzo Epperley

By: Randall Dean Epperley, Agent

Randall Dean Epperley  
Randall Dean Epperley

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: DANIEL M. DOUGLASS

Date: February 14, 2007

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.