

STATE OF TEXAS :
COUNTY OF ORANGE :

BEFORE ME, The undersigned Notary Public, duly commissioned and qualified in and for the foregoing County and State, and in the presence of the undersigned competent witnesses, personally came and appeared THE LUTCHER AND MOORE LUMBER COMPANY, a Texas corporation domiciled in Orange, Texas, herein represented by its duly authorized Vice-President, J. H. MCNAMARA, hereinafter referred to as "Vendor" who declared that for and in consideration of the sum of FIFTY-FOUR THOUSAND AND NO/100 (\$54,000.00) DOLLARS cash to it in hand paid by NELDA C. STARK in her capacity as Independent Executrix of the Estate of H. J. Lutchter Stark, a resident of Orange County, Texas, hereinafter referred to as "Vendee"; the said Vendor does by these presents grant, sell and convey, with full warranty of title, and with full subrogation to all of the rights and actions of warranty of the said Vendor against all former owners and vendors, all that certain parcel of land situated in the Parish of Cameron, State of Louisiana, to-wit:

Lots 27, 28, 29, 31 and 32 of Blood's 1st and 2nd Subdivision of Lot No. 1 of Irregular Section 10 together with a 20' alley on the East side of said lots.

Lots 23 and 30 of Blood's First and Second Subdivision of Lot 1 of Lakeview Town Plat, of Lot 10 or Section 10, in Township 12 South, Range 9 West.

BEGINNING at the Northeast corner of Lot 30 of Blood's First and Second Subdivision of Lot 1 of Lakeview Town Plat of Lot 10 or Section 10, Township 12 South, Range 9 West,

THENCE East 15 feet,

THENCE South parallel with East line of Lot 30 to edge of Calcasieu Lake,

THENCE Northwesterly along said Lake Bank to the East line of said Lot 30,

THENCE North along the East line of said Lot 30 to the point of beginning.



T727640

All of the above lands being situated in Cameron Parish, Louisiana, in Township 12 South, Range 9 West, as per plat of survey by John W. Rhorer recorded in Book I at Page 595 of the Conveyance Records of Cameron Parish, Louisiana.

Acquired by Warranty Deed from H. J. Lutchter Stark to The Lutchter and Moore Lumber Company dated November 8, 1950, bearing File No. 60275 and recorded in Book 81 of Conveyance, at Page 261, et seq., Cameron Parish, Louisiana; and more completely described in that Correction Deed dated July 21, 1955 and recorded in Book 108, Page 141, under File No. 71855 of the Conveyance Records of Cameron Parish, Louisiana.

The parties hereto waive the production of the mortgage and tax certificates otherwise required by law.

TO HAVE AND TO HOLD The above described property, together with all and singular, the rights and appurtenances thereto in anywise belonging to the said Vendee, her heirs and assigns forever.

IN TESTIMONY WHEREOF, witness the signature of the said Vendor at Orange, Texas, in the presence of me, Notary and

Raymond E. Gipson and Margaret Pipes, competent witnesses, on this 7th day of August, 1967.

WITNESSES:

THE LUTCHER AND MOORE LUMBER COMPANY

By

Raymond E. Gipson J. H. McNamara
J. H. McNamara, Vice President

Margaret Pipes

BEFORE ME

Miriam Arrington
Notary Public

JBS/vnm

MIRIAM ARRINGTON
NOTARY PUBLIC IN AND FOR
ORANGE COUNTY, TEXAS

T727692

49940

Internal Revenue Stamps in Amount of 52.40 and Canceled
Affixed to Original ~~52.40~~

STATE OF TEXAS :

COUNTY OF ORANGE :

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the foregoing County and State, and in the presence of the undersigned competent witnesses, personally came and appeared NELDA C. STARK, in her capacity as Independent Executrix of the Estate of H.J. Lutcher Stark, a resident of Orange County, Texas, hereinafter referred to as

"Vendor", who declared that for and in consideration of the sum of the sum of Fifty-four thousand and no/100 (\$54,000.00) Dollars cash to her in hand paid by

NELDA C. STARK, individually, a single woman, widow of H.J. Lutcher Stark, and a resident of Orange County, Texas, hereinafter referred to as "Vendee", the said Vendor does by these presents grant, sell and convey with full warranty of title and full subrogation to all of the rights and actions of warranty of said Vendor against all former owners and vendors, all of that certain parcel of land situated in the Parish of Cameron, State of Louisiana, to-wit:

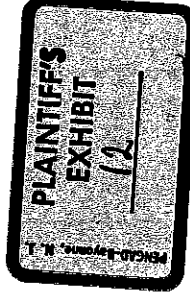
Lots 27, 28, 29, 31 and 32 of Blood's 1st and 2nd Subdivision of Lot no. 1 of Irregular Section 10 together with a 20' alley on the east side of said lots.

Lots 23 and 30 of Blood's 1st and 2nd Subdivision of Lot 1 of Lakeview Town Plat, of Lot 10 or Section 10, in Township 12 South, Range 9 West.

BEGINNING at the Northeast corner of Lot 30 of Blood's 1st and 2nd Subdivision of Lot 1 of Lakeview Town Plat of Lot 10 or Section 10, Township 12 South, Range 9 West,

THENCE East 15 feet,

THENCE South parallel with East line of Lot 30 to edge of Calcasieu Lake.



T727603

STATE OF TEXAS :
COUNTY OF ORANGE :

BEFORE ME, The undersigned Notary Public, duly commissioned and qualified in and for the foregoing County and State, and in the presence of the undersigned competent witnesses, personally came and appeared THE LUTCHER AND MOORE LUMBER COMPANY, a Texas corporation domiciled in Orange, Texas, herein represented by its duly authorized Vice-President, J. H. MCNAMARA, hereinafter referred to as "Vendor" who declared that for and in consideration of the sum of FIFTY-FOUR THOUSAND AND NO/100 (\$54,000.00) DOLLARS cash to it in hand paid by NELDA C. STARK in her capacity as Independent Executrix of the Estate of H. J. Lutchter Stark, a resident of Orange County, Texas, hereinafter referred to as "Vendee"; the said Vendor does by these presents grant, sell and convey, with full warranty of title, and with full subrogation to all of the rights and actions of warranty of the said Vendor against all former owners and vendors, all that certain parcel of land situated in the Parish of Cameron, State of Louisiana, to-wit:

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BEGINNING at the Northeast corner of Lot 30 of Blood's First and Second Subdivision of Lot 1 of Lakeview Town Plat of Lot 10 or Section 10, Township 12 South, Range 9 West,

THENCE East 15 feet,
THENCE South parallel with East line of Lot 30 to edge of Calcasieu Lake,
THENCE Northwesterly along said Lake Bank to the East line of said Lot 30,
THENCE North along the East line of said Lot 30 to the point of beginning.

T727640

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Acquired by Warranty Deed from H. J. Lutchter Stark to The Lutchter and Moore Lumber Company dated November 8, 1950, bearing File No. 60275 and recorded in Book 81 of Conveyance, at Page 261, et seq., Cameron Parish, Louisiana; and more completely described in that Correction Deed dated July 21, 1955 and recorded in Book 108, Page 141, under File No. 71855 of the Conveyance Records of Cameron Parish, Louisiana.

The parties hereto waive the production of the mortgage and tax certificates otherwise required by law.

TO HAVE AND TO HOLD The above described property, together with all and singular, the rights and appurtenances thereto in anywise belonging to the said Vendee, her heirs and assigns forever.

IN TESTIMONY WHEREOF, witness the signature of the said Vendor at Orange, Texas, in the presence of me, Notary and
Raymond E. Gipson and Margaret Pipes,
competent witnesses, on this 7th day of August, 1967.

WITNESSES:

THE LUTCHER AND MOORE LUMBER COMPANY

By

Raymond E. Gipson J. H. McNamara
J. H. McNamara, Vice President

Margaret Pipes

BEFORE ME

Miriam Arrington
Notary Public

JBS/vnm

MIRIAM ARRINGTON
NOTARY PUBLIC IN AND FOR
ORANGE COUNTY, TEXAS

459.40
Internal Revenue Stamps in Amount of \$59.40
Affixed to Original ~~and~~ and Cancelled

1727892

JOHN B. SCOFIELD
THOMAS M. BERGSTEDT
RICHARD E. GERARD, JR.
ROBERT L. DOW

LAW OFFICES OF
SCOFIELD, BERGSTEDT & GERARD

126 WEST KIRBY STREET

P. O. BOX 1136

LAKE CHARLES, LOUISIANA 70601

THOS. F. PORTER (1891-1963)
TELEPHONE 433-9436

February 17, 1972

Mr. Clyde V. McKee, Jr.
c/o Mrs. H.J. Lutchner Stark
Orange, Texas 77630

Dear Clyde:

Copies of the probate proceedings, the receipts and releases executed by William and Homer Stark, together with the warranty deed from Mrs. Stark in her capacity as Independent Executrix to herself individually have all been filed in the Conveyance Records of Cameron Parish, Louisiana. I am enclosing copies of the certificates of recordation, together with a copy of the recording cost statement. I am also enclosing our statement for services rendered and costs incurred.

We will close our file for the time being, with the understanding that subsequently there will be filed of record some sort of act executed by the Foundation asserting that it has been satisfied under the will, together with a statement by the Executrix that all costs, charges and liens of the Texas Estate have been paid.

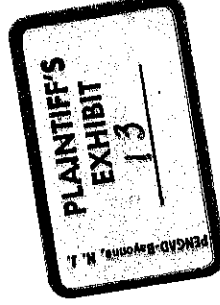
Thank you very much for allowing us to assist you in this matter. With kind regards, I am,

Sincerely,



JOHN B. SCOFIELD

JS:gk
enc:



T727607

Office of
CLERK OF COURT AND EX-OFFICIO RECORDER
Parish of Cameron, Louisiana

DEAR SIR:

This certifies that there has been received for recordation an Act Application for Private Will
from The Estate of J. H. G. Gaudin & Sons
filed for record on the 11 day of Feb, 1972, bearing file No. 128341 and duly
recorded in Conveyance Record No. 288, page ---, of Mortgage Record No. ---, page ---,
Record No. ---, page ---, of the records of the Parish of Cameron,
State of Louisiana.

Recording Fee Paid \$ ---

J. BERTON DAIGLE, Clerk of Court

By Cudrey D. Daigle

NOTE: All Notarial Acts and all Private Acts affecting real estate must remain on file in this office. (R. S. Sec. 30
and Act No. 212 of the General Assembly of the Year 1920.)

Cameron Office Supply, Cameron, La.

Office of
CLERK OF COURT AND EX-OFFICIO RECORDER
Parish of Cameron, Louisiana

DEAR SIR:

This certifies that there has been received for recordation an Act Receipt & Release
from William H. Starks II to Mrs. Nedda C. Starks
filed for record on the 11 day of Feb, 1972, bearing file No. 128342 and duly
recorded in Conveyance Record No. 288, page ---, of Mortgage Record No. ---, page ---,
Record No. ---, page ---, of the records of the Parish of Cameron,
State of Louisiana.

Recording Fee Paid \$ ---

J. BERTON DAIGLE, Clerk of Court

By Cudrey D. Daigle

NOTE: All Notarial Acts and all Private Acts affecting real estate must remain on file in this office. (R. S. Sec. 30
and Act No. 212 of the General Assembly of the Year 1920.)

Cameron Office Supply, Cameron, La.

Office of
CLERK OF COURT AND EX-OFFICIO RECORDER
Parish of Cameron, Louisiana

DEAR SIR:

This certifies that there has been received for recordation an Act Receipt & Release
from James B. H. Starks to Nedda C. Starks and
filed for record on the 11 day of Feb, 1972, bearing file No. 128343 and duly
recorded in Conveyance Record No. 288, page ---, of Mortgage Record No. ---, page ---,
Record No. ---, page ---, of the records of the Parish of Cameron,
State of Louisiana.

Recording Fee Paid \$ ---

J. BERTON DAIGLE, Clerk of Court

By Cudrey D. Daigle

NOTE: All Notarial Acts and all Private Acts affecting real estate must remain on file in this office. (R. S. Sec. 30
and Act No. 212 of the General Assembly of the Year 1920.)

Cameron Office Supply, Cameron, La.

Office of
CLERK OF COURT AND EX-OFFICIO RECORDER
Parish of Cameron, Louisiana

DEAR SIR:

This certifies that there has been received for recordation an Act Deed
from Nedda C. Starks, and J. H. G. Gaudin & Sons to Nedda C. Starks, Jr.
filed for record on the 11 day of Feb, 1972, bearing file No. 128344 and duly
recorded in Conveyance Record No. 288, page ---, of Mortgage Record No. ---, page ---,
Record No. ---, page ---, of the records of the Parish of Cameron,
State of Louisiana.

Recording Fee Paid \$ ---

J. BERTON DAIGLE, Clerk of Court

By Cudrey D. Daigle

NOTE: All Notarial Acts and all Private Acts affecting real estate must remain on file in this office. (R. S. Sec. 30
and Act No. 212 of the General Assembly of the Year 1920.)

1727308

MRS. H. J. LUTCHER STARK
ORANGE, TEXAS

TT680

February 4, 1972

Mr. John B. Scofield
Scofield & Bergstedt
Attorneys at Law
P. O. Box 1136
Lake Charles, Louisiana 70601

Dear John:

Enclosed is the original of the deed from Mrs. Stark as Executrix to herself as Beneficiary under the will of Mr. Stark which we are returning to you to be recorded.

As we have not completed the distribution of Mr. Stark's estate the Foundation would not be able, at this time, to acknowledge that they have "been satisfied under the last will and testament of Mr. Stark. " We can either prepare an instrument that applies only to the Big Lake Property or wait until a final distribution of the estate and obtain a full release from the Foundation at that time. We should complete distribution by June of this year. You can advise us what we should do with regard to the Foundation.

Sincerely,



Clyde V. McKee, Jr.

CVM:K:ic
Encl.



T727609

JOHN B. SCOFIELD
THOMAS M. BERGSTEDT
RICHARD E. GERARD, JR.
ROBERT L. DOW

LAW OFFICES OF
SCOFIELD & BERGSTEDT
126 WEST KIRBY STREET
LAKE CHARLES, LOUISIANA 70601

THOS. F. PORTER (1891-1963)
P. O. Box 1136
TELEPHONE 433-9436

January 13, 1972

Mr. Clyde V. McKee, Jr.
c/o Mrs. H.J. Lutchner Stark
Orange, Texas 77630

In re: Big Lake Property
Cameron Parish, Louisiana

Dear Clyde:

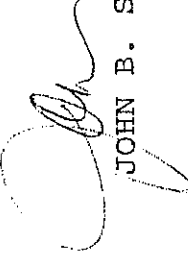
I have your letter of January 4, 1972 enclosing certified copies of the notarial acts executed by Homer and Bill Stark.

I am enclosing the original and two copies of the proposed deed from Mrs. Stark in her capacity as Independent Executrix to her individually. If the deed appears to be in order, please have Mrs. Stark sign the original and return it to me and I will see that it is recorded, together with the other documents.

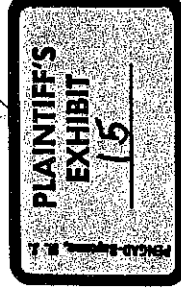
I would also like to remind you that you are to forward to me a notarial act executed by the Foundation, asserting therein that the Foundation has been satisfied under the last will and testament of Mr. Stark.

With kind regards, I am,

Sincerely,


JOHN B. SCOFIELD

JS:gk
enc:



T722810

JOHN B. SCOFIELD
THOMAS M. BERGSTEDT
RICHARD E. GERARD, JR.
ROBERT L. DOW

LAW OFFICES OF
SCOFIELD & BERGSTEDT
126 WEST KIRBY STREET
LAKE CHARLES, LOUISIANA 70601

THOS. F. PORTER (1891-1963)
P. O. BOX 1136
TELEPHONE 433-9436

December 15, 1971

Mr. Clyde V. McKee, Jr.
c/o Mrs. H.J. Lutcher Stark
Orange, Texas 77630

In re: Big Lake Property
 Calcasieu Parish, Louisiana

Dear Clyde:

Please forgive the delay in responding to you concerning the above matter. I have been tied up in Court quite extensively as of late and I, therefore,, have fallen behind in my office work.

I reviewed this rather novel situation in order to determine the best, and at the same time, the most uninvolved manner in which to convey the property to Mrs. Stark individually.

It is clear that at the time of the death of Mr. Stark, the property in question was not owned by him; therefore, it did not comprise a part of his succession, at least at that time. Mrs. Stark then acquired the property in her capacity as Independent Executrix of the Texas Estate. She had not and still is not qualified as Executrix in Louisiana.

Technically speaking, the property is now owned and possessed by a Texas entity, viz. Mrs. Stark as Independent Executrix of the Texas Estate. However, Louisiana law provides that transactions involving Louisiana immovable property (real property) must be conducted pursuant to Louisiana law.

The realistic problem, therefore, boils down to the fact that we must convey the property to Mrs. Stark in a manner that will satisfy subsequent



T727536

page 2
December 15, 1971

Louisiana title examiners. Bearing this in mind and taking the most onerous approach to the matter, I have viewed the problem as if Mrs. Stark did acquire the property in her capacity as Executrix in Louisiana. Article 3194 of the Louisiana Code of Civil Procedure provides that a succession representative cannot acquire any property of the succession personally, except as provided in Article 3195. Article 3195 goes on to provide that the provisions of Article 3194 shall not apply when a testament provides otherwise, or the succession representative is the surviving spouse of the deceased.

It is my opinion that we clearly satisfy the provisions of Article 3195 in that Mrs. Stark is the surviving spouse of the deceased, and it is also clear that the testament has provided for such a transaction.

I would, therefore, recommend that we prepare a deed from Mrs. Stark, in her capacity as Independent Executrix, to herself, individually; and then record with the deed a copy of the probate proceedings and will which you have provided me.

This still may leave some questions in the minds of persons examining title, such as interpretation of the Texas will; whether or not other legatees thereunder have been satisfied; and whether or not all debts, charges, tax liens, etc. against the Texas Estate have been paid.

I would therefore recommend that we file also a notarial act executed by Homer B. H. Stark, William H. Stark, II and the Stark Foundation, acknowledging that they have been satisfied under the last will and testament of Mr. Stark; acknowledging and confirming the conveyance in question from Mrs. Stark as Executrix to herself individually; and disclaiming any interest in the property in question.

T727837

page 3
December 15, 1971

I also think it would be advisable to file some evidence in the records of Calcasieu Parish that all taxes and charges against the estate have been paid.

Please advise if these recommendations are satisfactory to you and which documents you would like for us to prepare.

With kind regards, I am,

Sincerely,



JOHN B. SCOFIELD

JS:gk

T727538

THOS. F. PORTER (1931-1963)
JOHN B. SCOFIELD
JAMES J. COX
THOMAS M. BERGSTEDT

LAW OFFICES OF
SCOFIELD, COX & BERGSTEDT

STEPHENS BUILDING
126 WEST KIRBY STREET
LAKE CHARLES, LOUISIANA 70601

P. O. Box 11136
TELEPHONE 433-9436

August 4, 1967

Mrs. H.J. Lutcher Stark
Orange, Texas 77631

Attention: Mr. Clyde V. McKee, Jr.

RE: Big Lake Property

Dear Mrs. Stark:

Enclosed you will find the original and three copies of the proposed Deed from the Lutcher and Moore Lumber Company to you referable to the Big Lake Property. If the deed appears to be in order, please sign same in the presence of a Notary and two witnesses.

After the transaction has been completed, we would appreciate having a conformed copy of the deed for our file.

If I can be of any further service to you in this matter, please do not hesitate to contact me. With very kind regards, I am

Sincerely,


JOHN B. SCOFIELD

JBS/vnm

Enc.



T727639

MRS. EL. J. LUTCHER STARK
ORANGE, TEXAS
77650

January 4, 1972

Mr. John B. Scofield
Scofield & Bergstedt
Attorneys at Law
P. O. Box 1136
Lake Charles, Louisiana 70601

Dear John:

Enclosed are certified copies of the notarial acts executed by Homer and Bill Stark, to be filed in connection with the transfer of the Louisiana property from the executrix to the beneficiary under the will of Mr. Stark.

I believe we decided not to attempt to place of record evidence that all taxes and charges against the estate have been paid. This decision was made in view of the difficulty in producing recordable evidence of payment of federal estate taxes.

If you need any further information, please let me know.

Sincerely,

Clyde V. McKee, Jr.

Clyde V. McKee, Jr.

CVMcK:ic
Encl.



T727635

INTER OFFICE

M E M O R A N D U M
THE LUTCHER & MOORE LUMBER CO.

DATE August 16, 1967
TO Clyde V. McKee, Jr.
FROM J. H. McNamara
SUBJECT Title papers to Big Lake property.

Attached is a list of title papers from our files pertaining to the Big Lake property, Cameron Parish, Louisiana.

Please sign the copy of the attached list so that we may have a receipt for our files.

Attachments 2

YH



T727681

BIG LAKE PROPERTY

TITLE PAPERS

<u>Page</u>	<u>Date</u>	<u>Description</u>
42-47	9- 7-1955	BOUNDARY AGREEMENT: Stanolind Oil and Gas Co., et al. Settles ownership boundary of Blood's Subdivision located in Sections 9 and 10, T-12-S-R-9-W and adjoining lands, Cameron Parish, Louisiana. Plat not attached to our copy.
10-12	5-24-1954	CORRESPONDENCE/PLAT: Southern Bell Telephone and Telegraph Company. Re telephone line across Big Lake property.
4		PLAT: Shows Blood's 1st and 2nd Subdivision of Lot 1 of Lot 10, Section 10, T-12-S-R-9-W, Cameron Parish, Louisiana as per plat made by J. W. Rhorer. (2 copies)
5		PLAT: Shows property at Big Lake and all improvements, trees, etc.
6	9-30-1955	MEMORANDUM: J. H. McNamara to B. C. McDonough. Re errors made in laying out sections years ago covering Big Lake property.
7-14	9-24-1964	PLAT: Blood's Subdivision at Big Lake furnished by Pan American Petroleum Corp., and correspondence relating to boundary agreement.
21-23	3- 5-1945	ABANDONMENT RESOLUTION: Police Jury of Cameron Parish, Louisiana. Abandons all of Bank Street and East 96' of Lake Charles Street of the First and Second Blood's Subdivisions, Cameron Parish, Louisiana.
24-25	8-16-1946	DEED: Eunice Benckenstein, et al to H. J. Lutch Stark. Conveys Lots 30 and 23 of Blood's Second Subdivision of Lot 1 of Lakeview, being part of Section 30, T-12-S-R-9-W, Cameron Parish, Louisiana.

T727882

<u>Page</u>	<u>Date</u>	<u>Description</u>
28-30	2-18-1947	WARRANTY DEED: Eunice Benckenstein, et al to L. F. Benckenstein, et al. Conveys lands and interests as follows: Und. 91/240 int. to L. F. Benckenstein, Und. 40/240 int. to H. J. L. Stark, Und. 12/240 int. to S. P. Benckenstein, Und. 6/240 int. to A. G. Benckenstein in S/2 of SE/4 of Section 5, T-12-S-R-11-W, 45 acres in Section 38, T-12-S-R-9-W, E/2 of Lots 9, 10, 11 of Lake View, being part of Lots 10 and 11 of Section 10 and 37, T-12-S-R-9-W. Und. 91/240 int. to L. F. Benckenstein, Und. 40/240 int. to H. J. L. Stark, Und. 12/240 int. to S. P. Benckenstein, Und. 6/240 int. to A. G. Benckenstein in 1/3 of 1/128 royalty in part of Sections 46, 47, 48 and 49 in T-12-S-R-9-W and Sections 36, 37, 38 and 39 in T-12-S-R-10-W, all in Cameron Parish, Louisiana. (Photo copy)
1	12-10-1954	CORRESPONDENCE: Stanolind Oil and Gas Co. to The L&M Lbr. Co. Re abstracts covering Lots 30 and 23 of Blood's First and Second Subdivision, Cameron Parish, Louisiana.
2- 3	2-18-1955	AFFIDAVIT: Zephrein Daigle and Simmie Devall, Sr. State knowledge of lands in Section 38, T-12-S-R-9-W and Sections 10 and 37, T-12-S-R-9-W, Cameron Parish, Louisiana.
4- 6	3-24-1955	AFFIDAVIT: Simmie Devall, Sr. and Zephrein Daigle. State knowledge of lands at Big Lake, Louisiana being: 1. Lots 27, 28, 29, 32 and 31 of Blood's Subdivision, etc. 2. Lots 23 and 30 of Blood's Subdivision, etc.

T727683

<u>Page</u>	<u>Date</u>	<u>Description</u>
7-10	6-11-1956	CORRECTION DEED: Eunice Benckenstein, et al to H. J. L. Stark. By deed dated 2-18-1947 Eunice Benckenstein, et al stated that the property conveyed therein had been acquired for the benefit of H. J. L. Stark, whereas, such interest was in fact purchased for benefit of William H. Stark and acquired by H. J. L. Stark by inheritance. This deed is made to correct that statement. All land in Cameron Parish, Louisiana. (Photo copy)
11	8- 8-1957	LETTER OF TRANSMITTAL: Clyde V. McKee, Jr., to The L&M Lbr. Co. Transmits insurance check for settlement of all damages to Big Lake property in payment for total destruction. (Note: Damages resulted from Hurricane Audrey.)
15	8-27-1962	CORRESPONDENCE: Ted and Katherine Askew to Mr. and Mrs. Lutch Stark. Asks permission to cut weeds on lot at Big Lake.
16-34	10- 1-1964	CORRESPONDENCE: Re Pauley Agency Inc. appraisal of property in Sec. 10, 30 and 38, T-12-S-R-9-W, Cameron Parish (Copies of sketches are attached.)
	1966	FILE: BIG LAKE WHARF AND CONTRACT
	12-1-1964	APPRAISAL: Four tracts of land in the Grand Lake Community, Cameron Parish, Louisiana.
	8- 8-1944	ABSTRACT OF TITLE: Prepared by Cameron Abstract Company, Inc. covering period from 7-1-1944 to 8-8-1944 on Big Lake Property. Abst. No. 3015
	7- 1-1944	ABSTRACT OF TITLE: Prepared by Cameron Abstract Company, Inc. covering period from date of entry or patent to 7-1-1944 on Big Lake Property. Abst. No. 2989.

RECEIVED:

H. J. Lutch Stark Estate

By

Date Received:

7727684

INTER OFFICE

M E M O R A N D U M
THE LUTCHER & MOORE LUMBER CO.

DATE June 26, 1967
TO Clyde V. McKee, Jr.
FROM J. H. McNamara
SUBJECT Description of Big Lake property.

Lots 27, 28, 29, 31 and 32 of Blood's 1st and 2nd Subdivision of Lot No. 1 of Irregular Section 10 together with a 20' alley on the East side of said lots.

Lots 23 and 30 of Blood's First and Second Subdivision of Lot 1 of Lakeview Town Plat, of Lot 10 or Section 10, in Township 12 South, Range 9 West.

BEGINNING at the Northeast corner of Lot 30 of Blood's First and Second Subdivision of Lot 1 of Lakeview Town Plat of Lot 10 or Section 10, Township 12 South, Range 9 West,
THENCE East 15 feet,
THENCE South parallel with East line of Lot 30 to edge of Calcasieu Lake,
THENCE Northwesterly along said Lake Bank to the East line of said Lot 30,
THENCE North along the East line of said Lot 30 to the point of beginning.

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Acquired by Warranty Deed from H. J. Lutchter Stark to The Lutchter and Moore Lumber Company dated November 8, 1950, bearing File No. 60275 and recorded in Book 81 of Conveyance, at Page 261, et seq., Cameron Parish, Louisiana; and more completely described in that Correction Deed dated July 21, 1955 and recorded in Book 108, Page 141, under File No. 71855 of the Conveyance Records of Cameron Parish, Louisiana.



T727675

CAMERON PARISH LOUISIANA
Big Lake Property
From: The Lutch and Moore
Lumber Company
To: Nelda C. Stark
Deed dated 8-7-67

T727636

Remington-Union
CATALOG NO. 524281 R - 115 X - 115
ARE TO BE INCLUDED PLEASE PAGE
REMCRAFT FOLDER
MADE IN U.S.A.

PLAINTIFF'S
EXHIBIT
21

1. The first part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$. It is shown that the solutions of the system (1) are bounded and tend to zero as $t \rightarrow \infty$ if the matrix A is stable and the matrix B is positive definite. The second part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1) as $t \rightarrow \infty$ if the matrix A is not stable. It is shown that the solutions of the system (1) are bounded and tend to zero as $t \rightarrow \infty$ if the matrix A is not stable and the matrix B is positive definite.

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一	二	三	四	五	六	七	八	九	十	十一	十二	十三	十四	十五	十六	十七	十八	十九	二十	二十一	二十二	二十三	二十四	二十五	二十六	二十七	二十八	二十九	三十	三十一	三十二	三十三	三十四	三十五	三十六	三十七	三十八	三十九	四十	四十一	四十二	四十三	四十四	四十五	四十六	四十七	四十八	四十九	五十	五十一	五十二	五十三	五十四	五十五	五十六	五十七	五十八	五十九	六十	六十一	六十二	六十三	六十四	六十五	六十六	六十七	六十八	六十九	七十	七十一	七十二	七十三	七十四	七十五	七十六	七十七	七十八	七十九	八十	八十一	八十二	八十三	八十四	八十五	八十六	八十七	八十八	八十九	九十	九十一	九十二	九十三	九十四	九十五	九十六	九十七	九十八	九十九	一百
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[illegible]

70

3

SECRET

APPRAISAL OF
FOUR TRACTS OF LAND
IN THE
GRAND LAKE COMMUNITY
CAMERON PARISH, LOUISIANA

Purported Owner:
LUTCHER & MOORE LUMBER COMPANY
of
Orange, Texas



by
LEONARD E. PAULEY, M.A.I.
1500 Eleventh Street
Lake Charles, Louisiana
as of

December 1, 1964

RECEIVED
DEC 11 9 26 AM '64
THE OFFICE OF THE CLERK
OF THE DISTRICT COURT
ORANGE, TEXAS

1727643

TO
FROM
DATE

File: Pauley Appraisal
J. H. McNamara
December 21, 1964

The description furnished by me to Mr. Pauley for his appraisal was in error as far as The Lutcher and Moore Lumber Company's interest in Tract #3 and Tract #4 is concerned.

The Lutcher and Moore Lumber Company's interest in Tract #3 and Tract #4, Page 7, Mr. Pauley's appraisal is described as follows:

"An undivided 40/240th interest, and an undivided 91/720th interest in an undivided 40/240th interest in 29.69 acres."

Our interest is properly described for both Tract #3 and Tract #4 as follows:

"An undivided 40/240th interest, and an undivided 91/720th interest."

Mr. Pauley determined that the value per acre of Tract #3 and Tract #4 was \$400.00. (See page 21) The adjusted value of Tract #3 and Tract #4 is thus:

Tract #3:	8.70 ac. (interest) @ \$925.00 (\$400 + \$525 mineral interest value)	\$8,047.50
Tract #4:	7.361 ac. @ \$510.00 (\$400 + \$110. mineral interest value)	\$3,754.11

Total value as listed on page 2 should be:

Tract #1	\$22,750.00
Tract #2	\$15,750.00
Tract #3	\$ 8,050.00 (Rounded)
Tract #4	<u>\$ 3,750.00 (Rounded)</u>
Total	\$50,300.00

T727044

CALCULATIONS

Tract #3

40/240 x 29.69 = 4.94833
91/720 x 29.69 = 3.75248

8.70081

8.70 x \$925.00 = \$8,047.50

Tract #4

40/240 x 25.12 = 4.18666
91/720 x 25.12 = 3.17488

7.36154

7.36154

16.06235

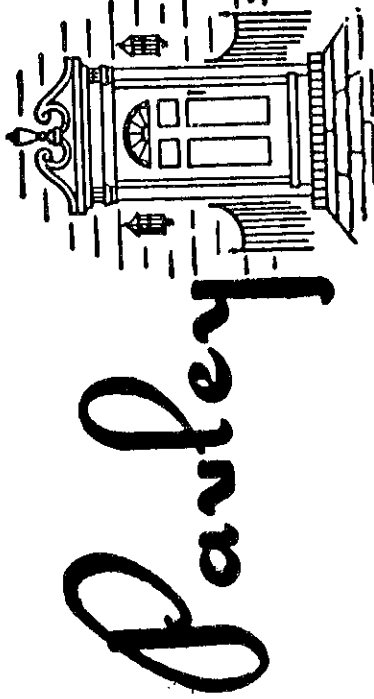
7.361 x \$510.00 = \$3,754.11

1727845

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11-27-66



SALES — LEASES
PROPERTY MANAGEMENT
MORTGAGE LOANS
INSURANCE

Agency, Inc.

940 Ryan St.

P. O. Box 1644
Hemlock 3-8516

LAKE CHARLES, LA.

APPRAISALS

December 3, 1964

The Lutcher & Moore Lumber Company
Orange, Texas

Attention: Mr. J. H. McNamarra
Assistant General Manager

Dear Mr. McNamarra:

In accordance with your request I have made an appraisal of certain properties located in Cameron Parish, Louisiana, belonging to the Lutcher and Moore Lumber Company, in order to estimate the Market Value of each tract.

There are four parcels which I have designated as Tracts # 1, 2, 3 and 4. Tracts # 1 and # 2 are located within the community of Grand Lake, Louisiana, while the remaining tracts are located just to the east of this small unincorporated village, both on the main blacktopped highway running through the area. Legal descriptions are to be found within the body of the report.

In the body of this report will be found my method of approach to the valuation problem as well as the conclusions I have reached after careful consideration of all available data having a bearing on the worth of these lands.

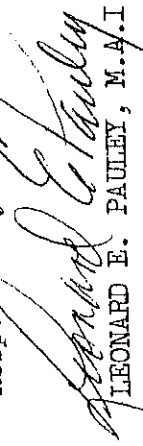
In my opinion, the Market Value of these properties, as of December 1, 1964, is:

TRACT # 1:	\$ 22,750.00
TRACT # 2:	\$ 15,750.00
TRACT # 3:	\$ 5,150.00
TRACT # 4:	\$ 2,400.00

TOTAL ESTIMATED MARKET VALUE \$ 46,050.00

Please accept my sincere thanks for this opportunity of serving you.

Respectfully submitted,


LEONARD E. PAULEY, M.A.I.
Realtor-Appraiser
LEP/rmp

T727847

PHOTOGRAPHS OF SUBJECT PROPERTY

Page No. 5

NOV • 64



TRACT # 2:

Looking SE from main public road in Grand Lake showing some of the frontage on the road and Division Street.

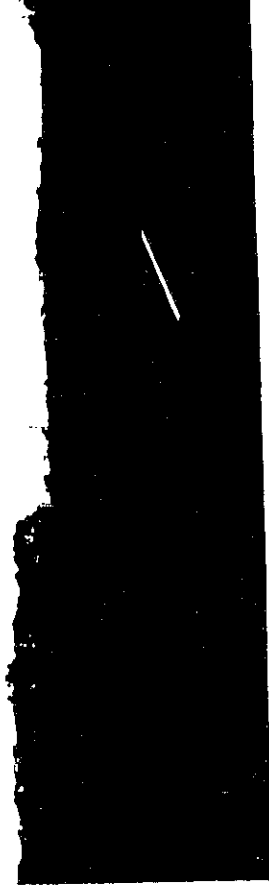
NOV • 64



TRACT # 3:

Looking North, showing the land and the frontage on the black-topped road.

NOV • 64



TRACT # 4:

Looking North, showing the land and its road frontage as well as the small grove of oaks on the North end.

T727650

PHOTOGRAPHS OF SUBJECT PROPERTY

Page No. 4

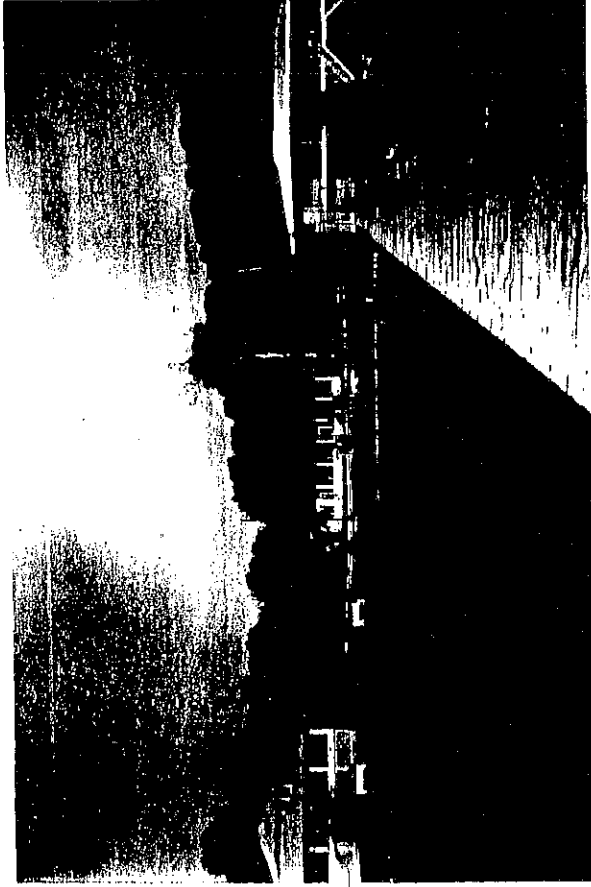
NOV 64



TRACT # 1:

View of rear portion of residence, showing the portion that suffered the least damage from Hurricane Audrey.

NOV 64

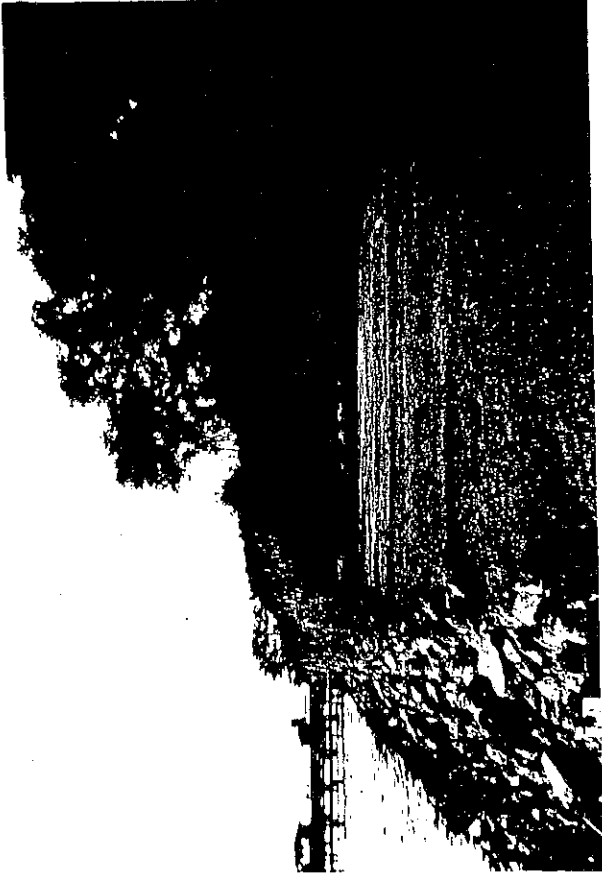


Looking toward land from a wharf in the lake, showing three of the homes just West of Subject property. The one on the extreme West is Comparable # 1. Trees in the background are on Tract # 2.

11227849

PHOTOGRAPHS OF SUBJECT PROPERTY

NOV . 64

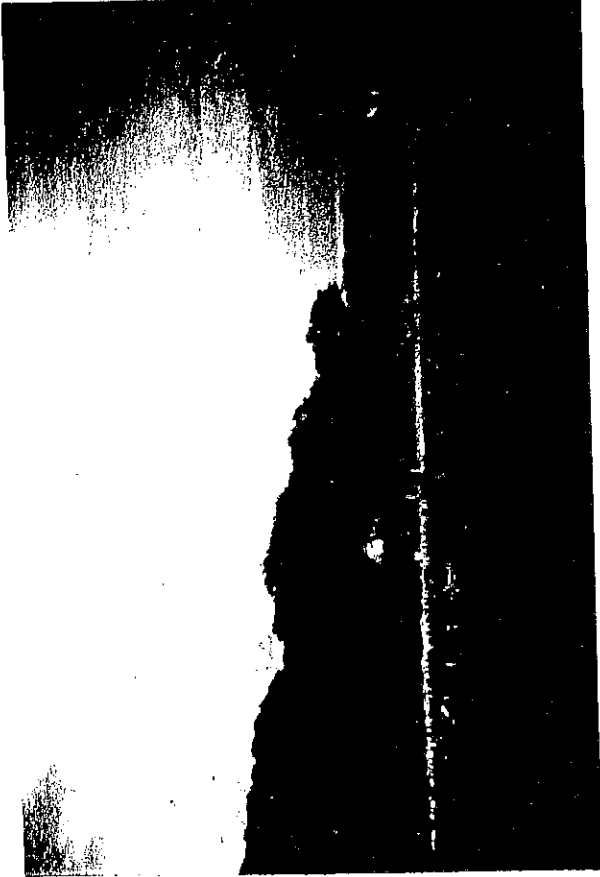


Page --3-

TRACT # 1:

View of lake frontage looking NW from SE corner of lot. Note the concrete rip rap at the shore line and some of the large trees on the site.

NOV . 64



TRACT # 1:

View from wharf just West of property. Looking NW showing lake and shore line as well as trees. Fence at lake edge in foreground is West property line.

NOV . 64



TRACT # 1:

View of residence from front (lake side), showing the condition resulting from the effects of Hurricane Audrey.

8531221
T-21648

LEGAL DESCRIPTION:

All of the ownership is situated in Township 12 South, Range 9 West, Cameron Parish, Louisiana, and is described as follows:

TRACT # 1:

Lots 23 and 30, Block s 2nd Subdivision of Lot No. 1, Lakeview, (part of Section 10-12-9, according to Plat of Survey by John W. Rhorer, August 1923), said plat recorded in Book "C", Page 217, Cameron Parish, Louisiana; a certain piece of land starting at Northeast (NE) corner of Lot No. Thirty (30) then East Fifteen (15) feet, then South parallel with East line of Block No. Thirty (30) to edge of Calcasieu Lake, thence Fifteen (15) feet West to East line of Lot No. Thirty (30) Thence North to point of commencement; and being the same lots conveyed to the Lutchter and Moore Lumber Company by H. J. Lutchter Stark by deed dated November 8, 1950, recorded in Book 81, Page 261, Conveyance Record, Cameron Parish, Louisiana.

TRACT # 2:

Lots 27, 28, 29, 31 and 32, Blood's 1st and 2nd Subdivision of Lot No. One, Subdivision of Lot No. 10, Section 10-12-9, and being the same lots conveyed to the Lutchter and Moore Lumber Company by H. J. Lutchter Stark by Deed dated November 8, 1950, recorded in Book 81, Page 261, Conveyance Record, Cameron Parish, Louisiana.

TRACT # 3:

An undivided 40/240th interest, and an undivided 91/720th interest in an undivided 40/240th interest in 29.69 acres, being the East Half of Lot No. 9 and all of Lots 10 and 11 of irregular Sections 10 and 37, being the same property purchased by Julien Duhon from J. E. Frazier and Mary Harmon November 11, 1915, and being the same interest conveyed by H. J. Lutchter Stark to the Lutchter and Moore Lumber Company by deed dated November 8, 1950, recorded in Book 81, Page 261, Conveyance Record, Cameron Parish, Louisiana.

TRACT # 4:

An undivided 40/240th interest, and an undivided 91/720th interest in an undivided 40/240th interest in 45 acres in Section 38, bounded on the North by land of Azelide Wilkinson and Arvelian Farque, east by land of M. D. Hebert, West by land of Azelide Wilkinson, less 10 acres sold to A. D. Kingsberry off of West and less 10 acres sold to Athen Cole off of the East side, leaving 25.12 acres and being the same property acquired by Julien Duhon from Caleb H. Loyd, February 9, 1915, and being the same interest conveyed by H. J. Lutchter Stark to the Lutchter and Moore Lumber Company by deed dated November 8, 1950, recorded in Book 81, Page 261, Conveyance Record, Cameron Parish, Louisiana.

1727952

DEFINITIONS:

A. MARKET VALUE

Fair market value is defined as "The highest price, estimated in dollars, which a property will bring if exposed for sale in the open market, allowing a reasonable period of time to find a buyer who purchases with full knowledge of all the uses to which the property is adapted, and for which it is capable of being used".

B. SEVERANCE DAMAGE

The loss in the value of the part remaining after the taking (after the severing), and the installation of the improvements as proposed in the taking, as compared with the value of the remainder when considered as a part of the whole.

APPROACHES TO VALUE:

Sound appraisal practice usually dictates that the value of real property be estimated by the use of three separate approaches, which are:

1. THE COST APPROACH, which involves the estimation of the reproduction cost of the improvements situated on the land, less depreciation from all causes, plus the estimated value of the land.
2. THE INCOME APPROACH, which theory of appraising affirms that the value of the property tends to be set by the expected income yield to its owner, which yield can be capitalized or converted into a capital value.
3. MARKET DATA APPROACH or Comparative Approach, by which the value estimate is secured by comparing the subject property to other properties which have sold in the market, been leased, or offered.

The results of the value estimate produced by the three approaches are usually correlated into one value conclusion.

In the appraisal of subject property it has been possible to use the following approach(es):

The Market Date Approach

T727653

PURPOSE AND DATE OF THE APPRAISAL:

This appraisal has been made in order to estimate the Market Value of two tracts of land which are owned in fee by the Lutcher & Moore Lumber Company, and two other tracts of land in which the same company owns interest. The interest involved is set out elsewhere in this report.

The values reported herein are as of December 1, 1964.

HIGHEST & BEST USE:

The four separate properties involved can generally be broken down into two subdivisions for discussion of Highest & Best Use as follows:

TRACTS # 1 and # 2:

These two portions involve lots in the Grand Lake Community itself. This is a small community developed over a period of many years consisting of lots either on the lake front or just to the rear of it and having influence from the lake itself. Tract # 1 has frontage on the lake while Tract # 2 lies just to its rear without actual frontage but in close proximity thereto. In my opinion, the Highest and Best Use for Tract # 1 is residential, particularly for a summer home type of activity utilizing the lake. Tract # 2 is also principally residential in character, although a small business could possibly be located on its north end at the main public road through the community. This latter use is highly problematical however, since a small grocery store and service station is located adjacent to the property. Considering this, it is my opinion that Tract # 2 also has as its highest and best use residential use only.

TRACTS # 3 and # 4:

These are larger acreages comprising 29.69 acres and 25.12 acres respectively. These lands are located with extensive frontage on the main blacktopped road known as State Highway 211, that runs through the area. The Highest & Best Use for both of these properties, in my opinion, is for potential subdivision into small residential tracts.

TAX DATA:

The property is grouped on the tax rolls of Cameron Parish as follows:

(See next page)

T727654

TAX DATA (Continued):

Assessment:

Class "A", Agricultural - 2 Acres-----	\$ 60.00
Class "B", Agricultural - 1 Acre -----	\$ 25.00
Class "C", Agricultural - 1 Acre -----	\$ 15.00
Pasture - 19 Acres-----	\$190.00
7 Lots-----	\$700.00
Improvements -----	\$900.00
TOTAL ASSESSMENT-----	\$1,890.00

Taxes:

Taxes on the above assessment for 1964 are in the	
total amount of:-----	\$ 61.90

AREA AND NEIGHBORHOOD DATA:

The area in which Subject Properties are located is a rural one located approximately 15 miles Southwest of the City of Lake Charles, Louisiana. It can be said to include that area lying between Calcasieu Lake (commonly called Big Lake) and the Gulf Highway which lies approximately $3\frac{1}{2}$ miles to the East and is the main North-South artery from the City of Lake Charles South to this area and on to Cameron, Louisiana and the Gulf.

The area generally extends from the North end of Calcasieu Lake South some 7 miles.

A chief characteristic of the area is the existence of Calcasieu Lake along its West edge. This is an extremely large lake, wide enough at some points so that it is impossible to see across it. Running through the neighborhood at a Northwest-Southeast direction is the Intracoastal Canal which is the main inland waterway for industrial transportation in the Gulf Coast area. The land is flat and the elevation is from only slightly above sea level to 10 to 12' above sea level although some scattered areas have standing water due to lack of elevation. In general however, much of the land is high enough for general use and there are a scattering of houses throughout the section.

Development along the lake itself includes two major areas where lots have been sold to take advantage of water frontage and the use of the lake for both fishing and boating as well as swimming. The newest of these is Hebert's Summer Camp which nears lies near the south part of the area and is a subdivision known as Hebert's Summer Place. This subdivision has been developed in recent years and there are quite a number of camp type houses located there.

The older and larger community in the area is Grand Lake (commonly called Big Lake). It is located near the North end of this neighborhood and has been in existence for a very great many years. It has long been a site for summer homes belonging to a large extent to people living in Lake Charles. There is a fair number of houses of all types in the area and a main black-topped street generally runs East and West through the community. Several small subdivisions have divided this community into residential lots and they are planned to take advantage of the very good water frontage. Homes range in price from very modest to quite expensive, the latter mostly being located on the lake itself.

Highways in the area include the Gulf Highway which is blacktopped State Highway 385 and forms the Eastern boundary of the general neighborhood. This is the main South route to both the Calcasieu Lake area and on South to Cameron City and the Gulf. State Highway 931 runs East and West through the area and is blacktopped. It crosses the Intracoastal Canal and this crossing is now made by a new floating type bridge that has been recently completed. State Highway 211 is a continuation of this latter highway running Northwest and then North through the area and through the Grand Lake Community.

(Continued)

T727656

AREA AND NEIGHBORHOOD DATA (continued):

Public utilities available include only electricity and telephone service. The Grand Lake school is situated just east of the Gulf Highway on Highway 931 some 4 to 5 miles east of the properties being appraised. Shopping for groceries and small staples is available in the Grand Lake Community and at the junction of the Gulf Highway and State Highway 931. The community is dependent upon shopping in Lake Charles for the major source of supplies.

Employment in the neighborhood is limited to a small amount of farming, the oil activity in the production end, fishing, trapping and hunting.

SITE DATA:Tract # 1:

This property lies within the Grand Lake Community and has fairly extensive frontage on the lake. Although I do not have an actual plat of the property, I have studied the subdivision in which the subject property is located and my study indicates that the lot is approximately 235' wide on the north end which is the part of the property farthest from the lake. The west property line extends south to the lake for a distance of approximately 208' and the east line extends to the lake for a distance of approximately 420'. The meanderings of the lakefront itself create an actual frontage of approximately 280'.

This property is probably the most attractive homestead in the Grand Lake Community. It has adequate elevation, typical of the community, and is beautifully landscaped and has a park like appearance with its very attractive large oak and pecan trees and shrubbery and flowers. The lot is well maintained with a covering of St. Augustine grass. The waterfront itself is reinforced with concrete rip-rap to prevent erosion. All of the lot is fenced with a $5\frac{1}{2}$ ' chain link fence with 3 strands of barbed wire on the top with the exception of the actual water frontage.

Access to the property is by way of Division Street from the North or Lake Charles Street from the West, both of which junction along the Northwest line of this site, both being narrow shelled streets, 25' wide.

This property is improved with a large one-story frame residence which has been a very fine structure in the past but was extensively damaged by Hurricane Audrey and has never been repaired. The entire front of the building is washed away to a large extent, and ruined. Foundations are gone, porches and floors have fallen in and the elements have greatly added to the destruction. The rear portion of the building including one large room that may have been a dining room and a kitchen and bath and carport is in fairly useable condition except for the large room mentioned which has lost its floor and foundation.

(Continued)

7727357

SITE DATA (continued):-

Tract # 1 (continued):-

There is a $4\frac{1}{2}'$ x 6' frame building on a slab just to the rear of the house which is in substantial condition and formerly housed 2 hot water heaters, both now in the building but ruined. In addition, there is a barbeque building located just to the northeast of the main building which is also damaged to some extent.

In my opinion, while it is possible that the rear portion of the main dwelling could be repaired, the excessive cost of removing the destroyed portion and rebuilding are off-setting factors which, in my opinion, eliminate any possible value to this dwelling.

There is a butane tank in the yard underground which has been there for some 15 years. Although I cannot see this tank, I am quite certain that it probably has no value at all now both due to its age and to the conditions resulting from flooding of the land during past hurricanes. The deep well is located to the north on Tract # 2 but the well house and pump and tank are gone and the value remaining to this well is problematical and in all probability would have to be replaced by a new one if the property were developed.

As a result of the damage to the improvements as innumrated above, it is my opinion that none of the improvements have any remaining value with the exception of the chain link fence.

Tract # 2:-

This property abuts Tract # 1 on its North side, extending north to the main blacktopped public road running through the Grand Lake Community. It consists of what was 5 lots in the Blood's Subdivision plus 15' on the east and 25' on the south which are the result of street abandonments.

This tract measures 111' on the south side of the main public road in the community and extends south along the east side of Shelled Division Street for a distance of 45'. Thus it is a corner location.

The property is high and quite heavily wooded. One or two old frame structures are completely delapidated and of no value. The deep well located on the lot has been discussed in Tract # 1 above and has no value in my opinion. This property is completely fenced with a $4\frac{1}{2}'$ high chain link fence. It is well located within the Grand Lake Community.

Tract # 3:-

(See next page)

1722658

SITE DATA (continued):

Tract # 3:

This property consists of a total of 29.69 acres, less servitudes for roads on the west, north and south sides. Although I do not have an actual survey of the property, according to my best estimates based upon a study of the subdivision in which it is located, the tract measures approximately 721.05' east and west and approximately 1808.4' north and south.

Almost all of the land is quite high for the area, the surface dropping in the north end to the point where some 8 to 10 acres is fairly low although generally at the level of a road on the north end. There are no trees or improvements located on the property.

The main blacktopped state highway running through the area borders the west and south sides of the property and there is a narrow shelled road across the north end. In a recent widening and straightening of the highway, a right-of-way was taken out of the southwest corner to form a curve. This has resulted in the separation of a small triangular tract south of this curve from the main portion of the property. I have been unable to get exact measurements of this separated portion but from tracing a state highway map, it appears to involve approximately 1.2 acres.

This property is located about 8 or 900' east of the main intersection in the Big Lake Community and is actually on the very edge of this built-up area.

Tract # 4:

This is a 25.12 acre tract of unimproved land situated approximately 400' east of the southeast corner of Tract # 3. Although I have no actual plat of the property, it apparently is approximately 1150' wide by approximately 950' deep, the latter measurement being north and south. The main blacktopped state highway through the area borders the north and east sides of the property given it extensive frontage on this fine new road. Recent redesigning of the road resulted in the taking of a right-of-way across the northeast corner of the tract which separates a small portion from the larger area of the ownership. I have no exact dimensions of this separated portion but believe it to be, according to a tracing from a State Highway map, approximately 1.7 acres.

This property is good high land for the area, clear except for approximately 6 large oak trees in the north end along the highway. There are no improvements on the property.

1127659

MINERAL CONSIDERATIONS:

All of the properties included in this report lie in an area in which there has been and is considerable oil development and production. All of the ownerships in this immediate area are under lease, most having been unitized by either Pan American Oil Corporation or Texaco. Production is fairly modest but oil activity is quite concentrated.

Tracts # 1, 2 and 3 are included in Unit # 4 of the Pan American Oil Corporation's Gomerina # 1 Gas Sand Units of the Big Lake Field. This unit has large acreage, comprising over 300 acres in its total area.

Tract # 4 is included in Texaco's middle prio # 3 Sand Unit which has, according to my information, approximately 457 acres in the unit.

The oil activity in the area has resulted in mineral interests being a considerable factor in land valuation. Thus the mineral potential of the subject tracts must be considered in their valuation.

I have consulted with a local geologist relative to the value of the mineral interests in this particular area. Based upon my discussions with him, I have concluded that the added value of mineral interests is the present worth of the income stream discounted for a period of three years. The reason for using 3 years is that a buyer in the open market would expect to have the chance of realizing 3 or 4 times his investment in the purchase of minerals.

In the estimation of the value of the mineral stream on this property, I will use the Inwood Factor for a 3 year period utilizing 6% as the fairly standard interest rate. This factor is 2.673.

According to my information, the income from Pan American Oil Corporation on Unit # 4 which includes Tracts 1, 2 and 3 has been \$4,491.86 for the period 1962, 1963 and the first 10 months of 1964. This would be at the rate of \$1585.35 per year for the 8.07 acres, or \$196.43 per year per acre.

In the case of Tract # 4, Texaco Oil Company has paid, during the same period, a total of \$545.00. This is at the rate of \$192.36 per year, or \$41.10 per year per acre for the 4.68 acres involved.

The value of the mineral interest is then figured as follows:

Tracts 1, 2 and 3: \$196.43 x 2.673-----\$525.00 per acre

Tract # 4: \$41.10 x 2.673-----\$110.00 per acre

Thus it appears that the mineral interest of the Subject Properties are as follows: (continued on next page)

T727660

MINERAL CONSIDERATIONS: (continued)

Tracts # 1, 2, and 3: -----\$525.00 per acre

Tract # 4:-----\$110.00 per acre

MARKET DATA APPROACH TO VALUE:

The estimation of the Market Value of the 4 tracts involved in this appraisal is limited to the use of the Market Data Approach. This is due to the fact that there are no major improvements of any value on the properties. The Income Approach has been used to a very limited degree in the study leading to the estimation of the value of the mineral interest as shown in the paragraph preceeding.

Due to the difference in types of properties involved, it is necessary that the study of Comparable Sales leading to the value estimate be divided in accordance to the types of properties involved. Thus Tract # 1 and Tract # 2 will necessarily be valued separately while Tracts # 3 and # 4, very similar in every respect, can be valued in a single consideration. In my investigation of sales in the general area, I have found that transactions having good comparability to Subject Properties are limited in number. Out of my study of the Market in the neighborhood, the following comparable sales relating to the tracts shown are utilized in estimating the fair market values:

Tract # 1: This property has frontage on the lake and for this reason I have limited my study of comparables to those having lake frontage, located in the Grand Lake Community. Three sales have been found which help to produce indications of value and these are as follows:

Comparable # 1:

Fred T. Smith to P. J. St. Romain, Sr. on March 25, 1963. This sale involved Lots 15, 16 and the E $\frac{1}{2}$ of Lot 14 of Blood's 1st Subdivision of a part of Lot 10 in Section 10-12-9, Cameron Parish, Louisiana. The property has excellent frontage on the lake and is located approximately 125' west of Subject Property. The site has a total of .54 acres, about the half the size of Subject, but in other respects it is extremely similar having good street access. Improvements included a story and a half frame house that needed considerable repairs at the time of the sale. Based upon my best judgment and a discussion with the purchaser, considering all factors, this property which sold at \$34,481.00 per acre including improvements has a relationship of 60% to Subject or an indicated comparable value of Subject Property of \$20,689.00 per acre.

1727661

MARKET DATA APPROACH TO VALUE (continued):Tract # 1: (continued)Comparable # 2:

This is a sale from Willis W. Gayle to Gerald N. Weiss that occurred on June 8, 1962. The property involved is described as commencing at the northernmost corner of Lot 7, Block 9, of the West portion of the C. J. Manning Subdivision of Calcasieu Lake Subdivision of the West of Lots 3 and 4 of Section 9-12-9, Louisiana Meridian, thence North 27 Degrees West, 167' for a point of beginning; thence North 27 Degrees West, 89', South 31 Degrees West 260', moreorless, to the shore line of Calcasieu Lake, thence Southeasterly along the shore line of Calcasieu Lake 89' moreorless, to a point 167.6' Northwesterly from the westernmost corner of Lot 7, Block 9, referred to above, thence North 31 Degrees East 210' moreorless to the point of commencement, being in Lot 2 and 3 of Section 9-12-9, Louisiana Meridian, with all reparian rights of accretion thereunto appertaining. This lot has a frontage of 89' on the lake and a total of .46 acres. It sold for \$3,000.00 which is at the rate of \$6,522.00 per acre. Access is by blacktopped street across the rear of the property. There were no improvements. This property is located at the extreme North end of the Grand Lake Community and is much less valuable than the location of Subject Property. It has no trees and has narrow lake frontage. Considering these factors, it appears that Subject Property has a value equal to approximately 255% or an indicated value of \$16,631.00.

Comparable # 3:

Fred W. Selby to Gilbert W. Covington. Sold on July 3, 1962 for \$3,000.00. .39 acres which is at the rate of \$7,692.00 per acre. Commencing at the Northeast corner of Lot 7, Block 9 of the West portion of C. J. Manning Subdivision of the Calcasieu Lake Subdivision of the West part of Lots 3 and 4 of Section 9-12-9, thence North 27 Degrees West 78' for the point of beginning, thence North 27 Degrees West 89', thence South 31 Degrees West 210', moreorless, to the shore line of Calcasieu Lake, thence Southeasterly along the shore line of Calcasieu Lake 89', moreorless, to a point 78.6' Northwesterly from the Northwest corner of Lot 7, Block 9, thence North 31 Degrees East, 171.5' to point of beginning. This property also has a frontage of 89' and is adjacent to Comparable # 2 and has the same characteristics. My study of this property indicates a comparable value of \$19,615.00 per acre for Subject Property.

All of these properties were sold subject to mineral reservations. Comparable # 1 was Subject to a mineral lease to Pan American Petroleum Corporation while Comparables # 2 and 3 reflected full mineral reservations. Thus, it appears that these sales were exclusive of mineral interests.

CONCLUSION AS TO VALUE: (See next page)

1727662

MARKET DATA APPROACH TO VALUE (continued)

Tract # 1: (continued)

CONCLUSION AS TO VALUE:

Based upon these sales and upon my study of the market in this area, it appears that Subject Property has a value of \$19,000.00 per acre without consideration of mineral interest. Referring to the paragraph in this report on mineral interests, it will be noted that I have concluded that the mineral interests of this tract is \$525.00 per acre.

It is therefore my conclusion that the market value of the Subject Tract is \$19,500.00 per acre for a total value as follows:

<u>Land:</u>	1.13 acres @ \$19,500.00-----	\$22,035.00
<u>Improvements:</u>	885' of chain link fence @ \$1.75 x 50% (depreciation)-----	\$ 725.00
<u>TOTAL</u> -----		\$22,760.00
	Rounded to-----	\$22,750.00

Tract # 2: This property has no frontage on the lake but does have extensive street frontage, both on the main public road (all') and on Division Street (445'). Comparables include three sales located almost directly across the public road to the north, all occurring in 1964. In making comparisons I have related these to the north 168' of Subject Property (North 2 lots in this block). Comparisons are as follows:

Comparable # 4:

Mrs. Lurline H. Eckhardt to Mrs. Necia Hebert, 7/8/64. A certain lot in the village of Grand Lake, Louisiana being 40' x 165' and being 170' East of the Southwest corner of land bought by J. M. Manning and wife, thence North 165', East 40', South 165', West 40' to point of beginning. Lot size 40' x 165'. Price \$2,000.00. Unit price, \$50.00 per front foot. Adjustments include the trees on Subject Property and corner location for an indicated value of \$55.00.

Comparable # 5:

Mrs. Virginia Gill, et al to C. J. Manning. 7/27/64. That certain lot or parcel of land described as beginning at a point on the north side of public road on the south line dividing Section 9 and 10, Township 12 South, Range 9 West, which point is at the Southeast corner of a certain 1 acre tract purchased by A. L. Barnett from John J. Manning, thence North 165', West 53', South 165', East 53' to a point of beginning, being same property acquired by Parish Trust and Savings Bank from P. W. LaFleur. All mineral rights reserved. Lot size 53' x 165'. Price \$3,000.00. Unit price \$56.60 per f/f. Adjustments include Plus adjustments for trees and corner location of Subject Property for an indicated comparable value of \$62.26 per front foot.

172766

MARKET DATA APPROACH TO VALUE (continued):

Tract # 2: (continued)

Comparable # 6:

Barbara M. Richard et al to Ted Askew. 8/7/64. That certain lot or parcel of land beginning at a point on the West side of the public road dividing Sections 9 and 10, 94' West of the Southeast corner of a certain 1-acre tract purchased by A. L. Barnett from J. J. Manning, thence North 165', West 40', South 165', to public road, thence East along North side of public road 40' to point of beginning. Lot size 40' x 165'. Price - \$2500.00. Unit price \$62.50 per front foot. Plus adjustments for trees and corner indicate a comparable value of \$68.75 per front foot.

Consideration of the above sales indicates a value of \$65.00 per front foot for the frontage of Subject Property on the South side of the East-West public road through the Grand Lake Community and for a depth of 168'.

In addition to the above there is the remaining portion of the land fronting 277' on the East side of Division Street and having a depth of 111'. Comparing this to the \$65.00 per front foot found for the other frontage, making allowances for depth and corner location, it appears that this frontage on Division Street has an estimated value of \$45.00 per front foot.

MARKET VALUE CONCLUSION:

It is considered that if this tract were marketed, it would be sold after a division into several lots. For this reason it is considered that an allowance should be made for the bulk sale of all of the frontage for cash and it is my opinion that this would result in a reduction of approximately 20% from the bulk sale. Value is then estimated as:

Frontage on Main Street: 111' @ \$65.00 ----- \$7,215.00

Frontage on Division Street: 277' @ \$45.00 ----- \$12,465.00

TOTAL ----- \$19,680.00

Cash Value for Bulk Sales: \$19,680.00 x 80% ----- \$15,744.00

Improvements: The only improvements on the property that could have any value is the chain link fence surrounding the tract. However, due to the fact that this portion probably will be sold out as lots, the fence would have little or no use and therefore no value is assigned to it.

Based upon the above considerations it is my opinion that the Market Value of Subject Property as of this date, is:

\$15,750.00

7727664

MARKET DATA APPROACH TO VALUE (continued):

Tracts # 3 and # 4: There have been very few sales of acreage tracts of the size comparable to Subject Property in recent years. I have considered a good many sales of half-acre to one-acre tracts in the overall study of the market value of this property but for comparability have only three sales available for comparison. These are as follows:

Comparable # 7:

Cleveland Demarest et al to Melvin A. Hector on 5/13/59. Commencing at a point 275.6' West and 30' North of the Southeast corner of the Southwest Northeast 17-12-8, thence North 906.1', West 417.4', South 901.6', East 417.4' to point of commencement and being further identified as Lot 3 of the survey made by A. R. Walton, registered surveyor, on July 22, 1958, Price - \$6,600.00. Size - 8.66 acres. Sold at \$767.00 per acre. Located approximately $3\frac{1}{2}$ miles East of Subject Property on similar blacktopped highway, adjustments for size, roads, and considerations of undivided ownership result in an indicated comparable value of \$422.00 per acre.

Comparable # 8:

Philip Gregg Williams, Sr. to James C. Newton on 3/17/60. A tract measuring approximately 6 acres, a part of the Nunez Subdivision, a sub of the South 930' of the East Half, Southeast Northwest of 13-12-8, less the South 30' thereof for public road, measuring as follows: Commencing at the Southeast corner of the Northeast Northwest 13-12-8, thence West 663.6', South 397.5', East 666.3', North 397.5' to the point of commencement, as per plat of Alton F. Anderson dated September 2, 1959. Price - \$5,100.00 for 6 acres which was at the rate of \$850.00 per acre. Property is located approximately $6\frac{1}{2}$ miles East of Subject Property and just North from the main blacktopped highway in the area. Quite similar in location. Adjustments for size, roads and the undivided interest of Subject Property indicate a comparable value of \$425.00 per acre.

Comparable # 9:

Raymond W. Hubbard to Ernest McLeod on 10/31/60. Lot 17 of the partition by the heirs of Amia and Cornelia Duhon of the property described as the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, Section 15; The East Half of the East Half of Section 22; and the Northeast of the Northeast of Section 27; all in Township 12 South, Range 8 West, Louisiana Meridian as per plat of survey attached to Act of Partition dated June 8, 1954. This lot totals approximately 27 acres and was sold for \$8,055.00 which is at the rate of approximately \$300.00 per acre. The property is located approximately 5 miles east of Subject and south of blacktopped highway 931. Adjustments for location, roads, and the undivided interest of Subject Property produce an indicated value of \$375.00 per acre.

CONCLUSION AS TO VALUE (continued on next page):

T727665

MARKET DATA APPROACH TO VALUE (continued):

Tracts # 3 and # 4 (continued):

CONCLUSION AS TO VALUE:

Based upon my study of the comparable sales shown above and my general knowledge of sales in the area, it is my opinion that the indicated value of Subject Property as of this date, without considerations of minerals, is:

\$400.00 per acre

<u>Tract # 3:</u>	5.57 acres (interest) @ \$925.00 (\$400.00 + \$525.00 mineral interest value)-rounded---	\$5,150.00 ←
<u>Tract # 4:</u>	4.68 acres @ \$510.00 (\$400.00 + \$110.00 mineral interest) - rounded-----	\$2,400.00 ←

*See Memo In
Front of Book*

7727366

SUMMATION OF VALUES

The estimation of the Market Value of the various properties included in this report has necessarily been limited to the use of the Market Data Approach. Residential improvements on two of the tracts were in such poor condition as to make them of no added value to the land.

Following is a list of Market Value Estimates for the various properties appraised:

TRACT # 1:	-----\$22,750.00
TRACT # 2:	-----\$15,750.00
TRACT # 3:	-----\$ 5,150.00
TRACT # 4:	-----\$ 2,400.00

1727667

CONTINGENT AND LIMITING CONDITIONS

1. Title to the property is assumed to be good and merchantable, and this appraisal has been made with this as a consideration.
2. It is assumed that the legal descriptions made available to this appraiser are correct. Some variations to these have been made based upon my findings and it is assumed that this also is correct.
3. Certain market transactions have been made available to this appraiser from the public records involving various properties in the area, and, in the absence of information to the contrary, this information has been accepted as factual.
4. No responsibility is assumed by this appraiser for legal matters of any kind whatsoever.
5. No surveys or plats of individual tracts have been made available. Sizes and dimensions have been secured wherever possible from other sources and it is noted that their authenticity cannot be vouched for.
6. Mineral income of the properties has been furnished to this appraiser and consideration of mineral values are based upon this income and on information secured from a local geologist.
7. The author of this report acknowledges willingness to support the valuations reported herein in court testimony, if so required, but for additional compensation.

T727668

CERTIFICATION

I hereby certify that I have no interest, either present or contemplated, in the Subject Properties, and that neither my employment to make the appraisal, nor the compensation received therefor is contended upon the values placed thereon.

I further certify that I have personally inspected the property and that, according to my best knowledge and belief, all statements and information contained in this report are true and correct.

LEP/rmp

LEONARD E. PAULEY, M.A.I.

1727863

Leonard E. Pauley
Appraiser

QUALIFICATIONS

1. Partner-owner of the Pauley Real Estate Agency, engaged in the General Real Estate business since January, 1946.
2. Mortgage loan broker for over five years.
3. Owner, Pauley Industries, specializing in residential construction for over seven years.
4. Charter member and past president of the Lake Charles Real Estate Board.
5. Member of the Board of Directors, Louisiana Real Estate Association.
6. Member of the National Association of Real Estate Boards.
7. Member of the National Institute of Real Estate Brokers.
8. Member of the American Right-of-Way Association, Gulf States Chapter #8.
9. Graduate of Real Estate Appraisal #1, the American Institute of Real Estate Appraisers, Louisiana State University, April, 1955.
10. Graduate of Real Estate Appraisal #2, the American Institute of Real Estate Appraisers, Texas Christian University, October, 1955.
11. Qualified with the General Services Administration for the appraisal of commercial and residential properties.
12. Important Appraisal Clients Include:
 - a. General Services Administration.
 - b. Department of Highways, State of Louisiana, in the appraisal of several hundred properties in Southwest Louisiana for the Interstate Highway Program including residential, commercial, light industrial, motel, farms, farm land, and residential subdivisions.
 - c. City of Lake Charles, Louisiana.
 - d. Parish of Calcasieu, Louisiana.
 - e. Federal Housing Administration.
 - f. Gulf States Utilities Company, Right-of-Way Appraisals.
 - g. United Gas Pipeline Company.
 - h. Southern Bell Telephone & Telegraph Company.
 - i. Arkansas Fuel Oil Corporation, appraisal of gasoline service stations and service station sites.
 - j. Many appraisals for individuals and private concerns.
13. Qualified as an expert witness in the Federal Court for the Western District of Louisiana.
14. Qualified as an expert witness, District Court, Lake Charles, Louisiana.

T727670

MRS. H. J. LUTCHER STARK
ORANGE, TEXAS
77630

November 17, 1971

Mr. John B. Scofield
Scofield & Bergstedt
Attorneys at Law
P. O. Box 1136
Lake Charles, Louisiana 70601

Dear John:

Enclosed is a copy of the deed conveying property at Big Lake in Cameron Parish to Mrs. Stark. Also enclosed is a description of mineral and fee interest in land which Mr. Stark owned in Calcasieu and Caddo Parishes. You will notice that the properties, other than the Big Lake property, have values indicated for each of them. These values are those arrived at by the Internal Revenue Service in the settlement of the estate tax.

Please take whatever steps may be necessary to transfer title to this property to Mrs. Stark.

In the event it is necessary to file ancillary proceedings I have enclosed copies of the Application for Probating of the Will, the Will, and the Order Probating the Will and appointing Mrs. Stark Independent Executrix, all duly certified.

You will notice in Paragraph two (2) of the Will on Page three (3), the provision that the "Executor shall be independent of the supervision and direction of all courts to the full extent permitted by law." The Will further provides that "no action shall be had in any court of probate jurisdiction in connection with the Will or in the administration and settlement of the estate other than the probating and recording of the Will and the return of an inventory, appraisal, and list of claims of the estate." An independent



T727632

Mr. John B. Scofield
Lake Charles, Louisiana

Page 2
November 17, 1971

executor is able to exercise any power necessary for the full and complete settlement of the estate that could be authorized by court order in an administration under judicial control.

The property at Big Lake will be received by Mrs. Stark in lieu of cash or other property having a value of \$71,686.13.

If you need any further information, please call me.

Sincerely,



Clyde V. McKee, Jr.

CVMcK:ic
Encl.

T727633

Calcasieu Parish

- 1) $\frac{1}{6}$ OF $\frac{1}{48}$ ($= \frac{1}{288}$) MINERAL INT. IN $N \frac{1}{2}$ OF $NW \frac{1}{4}$ SEC 4
T 10 S, R 9 W.
- 2) $\frac{1}{6}$ OF $\frac{1}{48}$ ($= \frac{1}{288}$) MIN INT IN $N \frac{1}{2}$ OF $NE \frac{1}{4}$ SEC. 5 T 10 S, R 9 W
- 3) $\frac{1}{6}$ OF $\frac{1}{48}$ ($= \frac{1}{288}$) MIN INT. IN $S \frac{1}{2}$ OF $N \frac{1}{2}$ AND $N \frac{1}{2}$ OF $SE \frac{1}{4}$ SEC 9, T 10 S, R 9 W.
- 4) $\frac{1}{6}$ OF $\frac{1}{48}$ ($= \frac{1}{288}$) MIN INT. IN LOTS 4 AND 9, SEC 10, T 10 S, R 9 W.
- 5) $\frac{1}{2}$ MINERAL INT. $SW \frac{1}{4}$ OF $SW \frac{1}{4}$ OF $SN \frac{1}{4}$, SEC 34 T 10 S, R 12 W.
- 6) $\frac{1717}{18,000}$ OF $SE \frac{1}{4}$ OF $NE \frac{1}{4}$, SEC. 34 T 10 S, R 12 W. (40 ac)
- 7) $\frac{1717}{18,000}$ OF 2 AC IN NW CORNER OF $NW \frac{1}{4}$ OF $SW \frac{1}{4}$ SEC. 34, T 10 S, R 12 W. BEING ONE ACRE EAST AND WEST AND TWO ACRES NORTH AND SOUTH.

CADDO PARISH

- 1) $\frac{1}{2}$ MIN. INT. IN $NE \frac{1}{4}$ OF $NE \frac{1}{4}$, SEC. 29, T 22 N, R 15 W.

Values approved by I.R. Agent:
Calcasieu Parish Caddo Parish

1) 157.50	1. 863.00
2) 157.50	
3) 157.50	
4) 157.50	
Common Parish	
5. 1483.00	54,000.00
6. 34,393.00	17,686.13
7. 3,581.00	<u>71,686.13</u>

T222634

Mr. William D. Blake
414 Pujo
Lake Charles, Louisiana 70601

April 19, 1967

Dear Mr. Blake:

I am enclosing a plat of The Lutchter and Moore Lumber Company's property at Big Lake and the adjoining Bel Estate tract. I have also marked on the plat the area we have talked about which our company would like to purchase. The cross-hatched area which is approximately 0.22 acre will meet our needs. The area colored in orange which is approximately 0.49 acre would provide a straight boundary line and also provide a small additional amount of acreage over our immediate needs.

I am submitting this thinking that it might be helpful when you talk with the owners and that perhaps it might be desirable for your owners to sell before they made plans for protecting the lake shore.

In the event a sale to us would be approved, The Lutchter and Moore Lumber Company will agree that the strip purchased will be for our own use and not be used for a public road.

Very truly yours,

THE LUTCHER AND MOORE
LUMBER COMPANY



J. H. McNamara
Vice President

7727671

JHMcN:ma

Enclosure

THE STATE OF TEXAS,
COUNTY OF ORANGE.

BEFORE ME H. L. Woodworth a Notary Public,

duly commissioned and qualified in and for the County of Orange, State of Texas and in the presence of the witnesses hereinafter named and undersigned, personally appeared Eunice Behokenstein, a widow, Claude L. Behokenstein, a married man, married to and living with his first and only wife Elaine Ellis, residents of Calcasieu Parish, Louisiana, and Charles H. Behokenstein, Jr., a married man, married to and living with his first and only wife, Clara Lee Helbing, resident of Orange County, Texas, who declared that for and in consideration of the price and sum of \$25,000.00 cash in hand paid, the receipt whereof is hereby acknowledged and good acquittance and discharge given for same, did and do by these presents grant, bargain, sell, assign, convey, set-over and deliver with full warranty of title unto H. J. Lutchter Stark, of Orange, Orange County, Texas, his heirs and assigns, here present accepting and purchasing the following described property in Cameron Parish, Louisiana, to-wit:

Lots Thirty (30) and Twenty-three (23) of Blood's Second (2nd) Subdivision of Lot One (1) of Lakeview, being a part of Section Thirty (30), according to plat and survey made by John W. Rhorer, in August 1923, Cameron Parish, Louisiana, recorded in Book "A" page 217, Cameron Parish, Louisiana, a certain piece of land starting at North East (NE) corner Lot No. Thirty (30) and East Fifteen (15) feet, then South parallel with East line of Block No. Thirty (30) to edge of Calcasieu Lake, thence Fifteen (15) feet West to East line Lot No. Thirty (30) thence North to point of commencement, Cameron Parish, Louisiana;

together with all improvements thereon and all fixtures, equipment, household furniture, utensils and equipment therein located.

TO HAVE AND TO HOLD the above described real estate, improvements, equipment and household furniture unto the said H. J. Lutchter Stark, his heirs and assigns, in full property forever, free from any lien, mortgage or encumbrance whatever, with

T727629

and general warranty of title and with full subrogation to all the rights of warranty and to the rights as held therein by said vendors.

The said appearers agree to dispense with the certificate required by the Revised Civil Code of the State of Louisiana, and exonerate me, said Notary, from all responsibility on account of the non production of the same.

THUS DONE AND PASSED at Orange, in Orange County, Texas, this 14th day of August, 1946, in the presence of

A. M. Hickey and W. B. Simmons,

competent witnesses, who signed these presents with said appearers and me, said Notary, after due reading of the whole.

James Buchanan

Charles H. Buchanan

Charles H. Buchanan

VENDORS

James Buchanan

VENDEE

WITNESSES:

A. M. Hickey

W. B. Simmons

IN TESTIMONY WHEREOF witness my hand and official seal.

W. B. Simmons

NOTARY PUBLIC
ORANGE COUNTY, TEXAS