# STATE OF LOUISIANA PARISH OF WASHINGTON MORTGAGE CERTIFICATE GOOD FOR ONLY 90 DAYS

#### MORTGAGE CERTIFICATE

I, Traci Thomas, the undersigned Deputy Clerk of Court and Ex-Officio Recorder of Mortgages in and for the Parish of Washington, State of Louisiana, do hereby certify that I have made a careful examination of the indices of the mortgage records of the Parish of Washington, State of Louisiana, in the exact names(s) shown below affecting the property described hereinbelow. Although this certificate may show additional names similar to the names(s) listed below, this certificate only certifies the exact name(s) stated below in accordance with La. R.S. 9:2743.

I hereby certify that there are no mortgages, liens, judgments or other instruments evidencing privileges in the exact name(s) affecting the herein below described property except as shown below:--

NAME(S)



## **DESCRIPTION OF PROPERTY**

Commence at the northeast corner of the SE ¼ of the SE ¼ " of Section 3, Township 4 South, Range 10 East, Washington Parish, Louisiana and run N89'36'36"W for 1019.57 feet to the east right-of-way line of LA State Highway #25; thence run N06'41'32"E along said east right-of-way line 1282.76 feet to a ½" rebar; thence run S89'34'57E" for 424.70 feet to a ½" rebar; thence run N04'26'06"E for 549.19 feet to a ½ rebar and the point of beginning. From the point of beginning continue N04'26'06"E for 151.49 feet to a 1/2" rebar; thence run East for 151.52 feet to a 1/2" rebar and the west right-of-way line of River Birch lane; thence run S00'17'47"W along said west right-of way for 97.54 feet to a 112"rebar; thence run southwesterly along said west right-of-way line and along the arc of a curve which curves to the right and has a radius of 6107.81 feet, a central angle of 00'31'25", a long chord of S00'33'21"W for 55.82 feet for an arc length of 55.82 feet to a 1/2" rebar; thence run N89'10'48"W for 162.21 feet back to the point of beginning, said parcel of land is part of the SE 1/4 of the NE 1/4 of section 3, township 4 South Range 10 East, Washington Parish, Louisiana, and contains 0.55 acres, more or less. Also referred to as lot #14 of North Folsom hills, Phase 1, an unplatted subdivision and is subject to a 15.0 foot wide utility easement along and adjacent to River Birch Lane. Together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining.

### OTHER THAN:

1.

VOLUNTARY PARTITION OF COMMUNITY PROPERTY: BY: Stephen M. Bryant and Mary M. Bryant... have further declared that they desire to settle and partition the community of gains formerly existing between them and that they have agreed to settle same in the following manner, to wit: Mary M. Bryant does hereby convey, transfer, set over, assign and deliver unto the said Stephen M. Bryant all of her rights, title, claim, or interest in and to the following described property, to wit: 1. Any and all interest she may have in the immovable property located at 42952 River Birch Lane, Franklinton, Louisiana 70438, more fully described as:... Stephen M. Bryant shall discharge the following indebtedness and assume and hold Mary M. Bryant harmless with regard to same: 1. Any and all indebtedness owed to Ocwen Loan for a mortgage secured by the prior Servicing, LLC account number family home located at 42952 River Birch Lane, Franklinton, Louisiana 70438; ...signed by Stephen M. Bryant on 10/12/2016 before Andrea Erwin Potter, Notary Public; signed by Mary M. Bryant on 10/14/2016 before Michael Capdeboscq, Notary Public; of record in MOB 1079 Page 419 of the official records of Washington Parish, Louisiana. (SEE COPY ATTACHED)

2.

MORTGAGE: Executed by Stephen M. Bryant before Christine Adele Foley, Notary Public, dated January 12, 2018 in favor of Mortgage Electronic Registration Systems, Inc. "MERS" as nominee for Freedom Mortgage Corporation; "Note" means the promissory note signed by Borrower and dated January 12, 2018; The Note states that Borrower owes Lender \$107,731.00 plus interest; Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2038; of record in MOB 1115 Page 12 of the official records of Washington Parish, Louisiana.

3.

NOTARIAL ENDORSEMENT AND ASSIGNMENT OF MORTGAGE: That for value received, the said Mortgage Electronic Registration Systems, Inc. ("MERS"), as mortgagee, as nominee for Freedom Mortgage Corporation, its successors and assigns does hereby assign, transfer, and deliver, to: Freedom Mortgage Corporation, its successors and assigns, (Assignee) one certain mortgage made and subscribed by Stephen M. Bryant which is described herein, executed by the same parties, and so paraphed by a Notary Public, on 01/12/2018 recorded under Book 1115 and Page 12; of record in MOB 1285 Page 529 of the official records of Washington Parish, Louisiana.

4.

FINAL JUDGMENT: In the matter styled 22<sup>nd</sup> Judicial District Court for the Parish of Washington, State of Louisiana, Case Number 119303 Division J, Discover Bank Versus Stephen Bryant It is ordered, adjudged and decreed that there be Judgment herein in favor of the Plaintiff, Discover Bank, and against the Defendant, Stephen Bryant, in the full and true sum of \$21,186.82, with interest at the statutory rate from the date of judgment, together with costs of \$500.00 incurred to date; Judgment rendered and signed, this 22 day of July, 2024; Signed by Honorable Alan M. Black, Judge; of record in MOB 1309 Page 98 of the official records of Washington Parish, Louisiana.

5.

NOTICE OF SEIZURE: In the matter styled Freedom Mortgage Corporation Versus No. 120364 Stephen M. Bryant, 22nd Judicial District Court, Parish of Washington, State of Louisiana; To the Clerk of Court and Ex-Officio Recorder of Mortgage in and for the Parish of Washington, State of Louisiana, and all other persons concerned. NOTICE is hereby given that I am this day seizing, in accordance with the provisions of R.S. 13:3851 through 13:3861, the following described property, to-wit: ... as the property of Stephen M. Bryant under a Writ of Seizure issued on January 17, 2025, by the Twenty-Second Judicial District Court for the Parish of Washington in the above styled matter to satisfy a claim of \$87,552.66, with interest, attorney fees, and costs, this the 6th day of February, 2025; signed by Jason Smith, Sheriff By: Jessica Schilling, Deputy Sheriff; of record in MOB 1325 Page 248 of the official records of Washington Parish, Louisiana.

GIVEN UNDER MY HAND AND SEAL OFFICIALLY THIS  $2^{\text{ND}}$  DAY OF MAY, 2025 AT 11:28 A.M.

TRACI THOMAS, DEPUTY CLERK OF COURT

THIS MORTGAGE CERTIFICATE IS CERTIFIED BACK FOR A PERIOD OF 40 YEARS FROM THE DATE OF THIS CERTIFICATE AND DOES NOT INCLUDE ANYTHING FILED AFTER 05/02/2025 AT 11:28 A.M.

# **Washington Parish Recording Page**

Johnny D. Crain, Jr.
Clerk of Court
Washington Parish Courthouse
P.O. Box 607
Franklinton, LA 70438
(985) 839-4663

Received From : CIVIL SUITS

First MORTGAGOR

BRYANT, STEPHEN'M

First MORTGAGEE

BRYANT, MARY M

Index Type :

MORTGAGE

File Number: 2016-005133

Type of Document: COMMUNITY SETTLEMENT

Book: 1079

Page: 419

**Recording Pages:** 

7

**Recorded Information** 

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

On (Recorded Date): 11/16/2016

At (Recorded Time): 9:06:21AM

Doc ID - 002687460007

Additional Index Recordings			
Index Type	Book	Page	File Number
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Return To:

Do not Detach this Recording Page from Original Document

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VOLUNTARY PARTITION OF COMMUNITY PROPERTY

BY: STEPHEN M. BRYANT and MARY M. BRYANT

UNITED STATES OF AMERICA
PARISH OF WASHINGTON

STATE OF LOUISIANA

IARY M. BRYANT

109.588-K

BE IT KNOWN that on the dates hereinafter indicated before us, the undersigned Notaries Public, duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the witnesses hereinafter named and undersigned, PERSONALLY CAME AND APPEARED:

majority residing and domiciled in the Parish of Washington, State of Louisiana, and MARY M. BRYANT, a person of the full age and majority residing and domiciled in the Parish of St. Tammany, State of Louisiana, have further declared that they desire to settle and partition the community of gains formerly existing between them and that they have agreed to settle same in the following manner, to wit:

MARY M. BRYANT does hereby convey, transfer, set over, assign and deliver unto the said STEPHEN M. BRYANT all of her rights, title, claim, or interest in and to the following described property, to wit:

1. Any and all interest she may have in the immovable property located at 42952 River Birch Lane, Franklinton, Louisiana 70438, more fully described

Commence at the northeast corner of the SE ¼ of the SE ¼ of Section 3, Township 4 South, Range 10 East, Washington Parish, Louisiana and run N89'36'36"W for 1019.57 feet to the east right-of-way line of LA State Highway #25; thence run N06'41'32"E along said east right-of-way line 1282.76 feet to a ½" rebar; thence run S89'34'57"E for 424.70 feet to a ½" rebar; thence run N04'26'06"E for 549.19 feet to a ½ rebar and the point of beginning. From the point of beginning continue N04'26'06"E for 151.49 feet to a ½" rebar; thence run East for 151.52 feet to a 1/2" rebar and the west right-of—way line of River Birch Lane; thence run S00'17'47" W along said west right-of way

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for 97.54 feet to a 1/2" rebar; thence run southwesterly along said west right-of-way line and along the arc of a curve which curves to the right and has a radius of 6107.81 feet, a central angle of 00'31'25", a long chord of S00'33'21"W for 55.82 feet, for an arc length of 55.82 feet to a 1/2" rebar; thence run N89'10'48"W for 162.21 feet back to the point of beginning, said parcel of land is part of the SE 1/4 of the NE 1/4 of Section 3, Township 4 South, Range 10 East, Washington Parish, Louisiana, and contains 0.55 acres, more or less. Also referred to as lot #14 of North Folsom Hills, Phase 1, an unplatted subdivision and is subject to a 15.0 foot wide utility easement along and adjacent to River Birch Lane.

- 2. Any and all interest she may have in any and all pension plans, profit sharing plans, IRA accounts, Keough plans, or any other savings or retirement funds in the name of Stephen M. Bryant, that were acquired or purchased during the marriage between them, or to which any value was added during the marriage; and,
- Any and all interest she may have in the movable property currently in the possession of Stephen M. Bryant.

TO HAVE AND TO HOLD, unto the said STEPHEN M. BRYANT, his heirs, legatees, administrators, executors, and/or assigns forever.

IN CONSIDERATION WHEREOF, the said STEPHEN M. BRYANT does hereby convey, transfer, set over, assign and deliver unto the said MARY M. BRYANT all of his right, title, claim, or interest in the following described property, to wit:

- Any and all interest he may have in the 2014 Volkswagen Passat, VIN
- Any and all interest he may have in any and all pension plans, profit sharing 2. plans, IRA accounts, Keough plans, or any other savings or retirement funds in the name of Mary M. Bryant, that were acquired or purchased during the marriage between them, or to which any value was added during the marriage; and,
- Any and all interest he may have in a life insurance policy covering both he 3. and Mary M. Bryant that was purchased during the marriage;
- Any and all interest he may have in the movable property currently in the 4. possession of Mary M. Bryant.

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TO HAVE AND TO HOLD, unto the said MARY M. BRYANT, her heirs, legatees, administrators, executors, and/or assigns forever.

#### FURTHER:

MARY M. BRYANT shall discharge the following indebtedness, and assume and hold STEPHEN M. BRYANT harmless with regard to same:

- Any and all indebtedness for student loan balances owed to the United States Department of Education,
- Any and all indebtedness for student loan balance owed to Nelnet Commercial Loan
- 3. Any and all indebtedness owed to Bank of America for the 2014 Volkswagen Passat;
- 4. Any and all indebtedness owed to Capital One MasterCard,
- 5. Any and all indebtedness owed to Sam's Club Card,
- 6. Any and all indebtedness incurred or contracted by her after June 24, 2016; and,
- 7. Any and all indebtedness in the name of Mary M. Bryant.

STEPHEN M. BRYANT shall discharge the following indebtedness and assume and hold MARY M. BRYANT harmless with regard to same:

- Any and all indebtedness owed to Ocwen Loan Servicing, LLC for a mortgage secured by the prior family home located at 42952 River Birch Lane, Franklinton, Louisiana 70438;
- 2. Any and all indebtedness owed to Amazon Chase credit card,
  - Any and all indebtedness owed to Sears MasterCard,
- 4. Any and all indebtedness incurred or contracted by him after June 24, 2016; and.
- 5. Any and all indebtedness incurred in the name of Stephen M. Bryant.

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IN FURTHER CONSIDERATION OF THE ABOVE, the parties hereby agree that

Stephen M. Bryant shall transfer the balances of the following credit cards to another credit

card(s) solely in his name, and shall cancel both of the following credit cards once the

transfer has occurred:

i. Amazon Chase credit card,

ii. Sears MasterCard,

IN FURTHER CONSIDERATION OF THE ABOVE, the parties hereby agree that

Mary M. Bryant will refinance the Bank of America loan for the 2014 Volkswagen Passat

solely in her name.

FURTHER, the parties agree to and acknowledge the following provisions:

The parties shall equally split any and all court costs and recording fees associated

with the filing and recordation of this Voluntary Partition and Judgment of Homologation.

Each of the parties hereto waives any and all claims for any reimbursements for

credit they have or may have against each other or the community of gains formerly

existing between them, specifically including final spousal support, rental reimbursement,

and reimbursement for mortgage payments.

The certificates of mortgage and conveyance and tax research certificates are hereby

waived by the parties hereto, who hereby exonerate us, Notaries Public, from any liability

which may arise out of the partition thereof.

A title opinion was not requested nor rendered in any form by the undersigned

Notaries Public.

It is expressly agreed and understood by the parties hereto that they each waive any

and all vendors liens, or rights of rescission or dissolution for nonperformance of the

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obligation imposed by this agreement, each party being entitled to rely on this transaction

has a complete partition of the community property.

In the event an attorney at law be employed to protect or enforce any right or claim

arising out of this partition of community property, the party's whose actions or inactions

necessitate such employment shall be obligated to pay all reasonable attorney's fees and

court costs incurred by the other party.

As a result hereof, the parties discharge each other from any further accounting to

each other or the community of gains formerly existing between them, said community to

be fully liquidated and settled as above set forth and a share received by one is

approximately equal to the share received by the other and that they are satisfied with this

partition. The parties acknowledge that this partition is effectuated in an effort to end this

litigation and prevent further discovery and expenses from being incurred. The parties

acknowledge that after this partition is approved by this Court, it will be a judicial partition

not subject to lesion.

Each of the parties expressly acknowledge and agree that, except as otherwise

provided for herein, it is each of their individual responsibilities to maintain all insurances

in their name, including life and automobile, and that the parties shall not be liable for

covering the other party on insurance policies, or be required to pay any premiums

associated with any policies not in their name, and will not be required to list the other

party as a beneficiary on any policies.

The parties agree to execute any additional documents which may be necessary to

effectuate this partition.

In accordance with La. C.C. Art. 1540, each party specifically accepts all property

donated to each of them herein and has capacity to donate and receive property.

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THUS DONE, READ AND PASSED in Covington, Louisiana, on the 12th day of October, 2016, in the presence of the two undersigned competent witnesses who have hereunto signed their names together with said appearers and me, Notary, for the purpose stated after due reading the whole.

Witnesses: THUS DONE, READ AND PASSED in Common, Louisiana, on the

day of October, 2016, in the presence of the two undersigned competent witnesses who have hereunto signed their names together with said appearers and me, Notary, for the purpose stated after due reading the whole.

Mary M. Bryant MARY M. BRYANT

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Witnesses: