

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

MORTGAGE CERTIFICATE

I, Tricia Annwood Stewart, 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)

1. THE UNOPENED SUCCESSION OF JOHN BRUCE MCNEESE
2. JOHN BRUCE MCNEESE

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN LOT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated as Four (4) acres of land in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), Section 9, Township 1 South, Range 12 East, Washington Parish, Louisiana being more fully described as follows, to-wit:

Begin where east margin of Parish roadway crosses North line of the Southeast Quarter of Southwest Quarter and run East along North quarter section line 377.96 feet to corner; thence run South 461 feet to corner; thence run West 377.96 feet to east margin of Parish roadway 461 feet to the Point of Beginning.

Improvements thereon bear municipal number 31208 Cleve Kennedy Road, Franklinton, LA 70438.

Being the same property acquired by John Bruce McNeese pursuant to Cash Deed dated March 21, 1991, filed May 27, 1991, in COB 412, folio 92 and further acquired pursuant to Quit Claim from Christine Adams McNeese dated January 28, 2010, recorded in COB 684, folio 595 of the official records of the Parish of Washington, State of Louisiana.

Assessment No. 0700076775

ALSO INCLUDED is one (1) 1995 Fleetwood 16 x 60, bearing ID #TXFLS12A22339FD21, immobilized by Act of Immobilization dated October 12, 2010, recorded October 19, 2010, in COB 697, folio 91, as File Number 2010-005474, of the official records of the Parish of Washington State of Louisiana.

OTHER THAN:

1.

JUDGMENT: In the matter styled Daisy Leona Stogner Sumrall Versus John McNeese, A Minor; Julie McNeese Beard; Archie N. McNeese; The Fidelity and Casualty Company of New York; and Southern Farm Bureau Casualty Insurance Company; State of Louisiana, Court of Appeal, First Circuit, Number CA 84 0852;... For the foregoing reasons, the judgment of the trail court is amended to reduce the award in favor of Sumrall and against Farm Bureau to \$5,000, with legal interest thereon from date of judicial demand until paid. The costs in the trail court are to be divided

equally between Fidelity and Farm Bureau. Farm Bureau is cast for the cost of this appeal. Amended and Affirmed; of record in MOB 370 Page 449 of the official records of Washington Parish, Louisiana. (SEE ATTACHED)

2.

JUDGMENT: In the matter styled Zellco Federal Credit Union Verus NO. 57-293 F John B. McNeese; 22nd Judicial District Court, Parish of Washington, State of Louisiana; It is ordered adjudged and decreed that there be judgment herein in favor of plaintiff, Zellco Federal Credit Union, and against the defendant, John B. McNeese, in the full sum and amount of \$2,352.35, with interest at the rate of 1.13% per month from the date of the unpaid balance until paid and for attorney fees of 25% of the total principal and interest due and for all costs of these proceedings. Judgment read, rendered and signed in Open Court at Franklinton, Washington Parish, Louisiana, on this the 3rd day of April, 1987. Signed by Honorable (name illegible), Judge; of record in MOB 384 Page 354 of the official records of Washington Parish, Louisiana.

3.

DEFAULT JUDGMENT: In the matter styled Pettit Furniture Company Versus John B. McNeese and Christine A. McNeese; Suit Number: 8804-2123, The City Court, Parish of East Baton Rouge, State of Louisiana; It is ordered, adjudged and decreed that there be Judgment herein in favor of Pettit Furniture Company and against the defendants, John B. McNeese and Christine A. McNeese, in the full and true sum of \$1,062.40, plus legal interest thereon from April 5, 1988, the date of judicial demand, until paid, and for 25% of the aggregate of said principal and interest as attorney fees and for all costs of these proceedings. Judgment read, rendered and signed in Chambers at Baton Rouge Louisiana, this 29 day of July, 1988. Signed by Honorable (name illegible), Judge, The Baton Rouge City Court; Service Information: John B. McNeese and Christine A. McNeese 718 Carolina Bogalusa, Louisiana; of record in MOB 399 Page 692 of the official records of Washington Parish, Louisiana.

4.

BANKRUPTCY NOTICE: United States Bankruptcy Court, Eastern District of Louisiana; In RE: (If a joint petition use both names.) John B. McNeese [REDACTED] Christine McNeese [REDACTED] ... 2. ... Priority Debts -\$0-; Secured Debts \$ 45,939.00; Unsecured Debts \$3,362.00, Total Debts \$49,301.00; Number of Scheduled Creditors 7; ... 5. ... Wherefore, your debtor pays for relief under the provisions of chapter (7,11,13) 7. ... Discharge Of Debtor It is ordered: 1. The debtor is released from all personal liability for debts existing on the date of commencement of this case, or deemed to have existed 2. Any existing judgment or any judgment which may be obtained in any court with respect to debts described in paragraph 1 is null and void as a determination of personal liability of the debtor, except: a. Debts determined nondischargeable by the bankruptcy Court pursuant to Section 523(a)(2) (4), and (6) of the Bankruptcy Code; and b. Debts which are nondischargeable pursuant to Section 523(1), (3), (5), (7), (8), and (9) of the Bankruptcy Code. 3. This order does not affect any pending complaint to have a debt declared nondischargeable pursuant to Section 523 (a) (2), (4), and (6) of the Bankruptcy Code, nor does it prohibit filing of a complaint under Section 523 (a) (1), (3), (5), (7), (8), and (9) of the Bankruptcy Code. 4. All creditors are prohibited from attempting to collect any debt that has been discharged in this case. 5. By virtue of Section 525 of the Bankruptcy Code, no government unit or private employer may terminate the employment of or discriminate with respect to employment against the debtor solely because relief was sought in the Bankruptcy Court. Debtor Discharged: 09-15-89; Signed by Honorable T.H. Kingsmill, JR.; of record in MOB 425 Page 606 of the official records of Washington Parish, Louisiana.

5.

MULTIPLE INDEBTEDNESS MORTGAGE: Executed by John Bruce McNeese in the presence of Michelle M. Goode, Notary Public, dated October 15, 2021 in favor of

Magee Financial L.L.C. of Bogalusa; ... indebtedness of the Mortgagor to the Mortgagee, whether now existing or hereafter arising, due or to become due, up to the maximum amount of \$ 40,0000.00 outstanding at any time...; the Mortgagor's promissory note dated October 15, 2021, in the principal amount of \$25,005.99, payable to the order of the Mortgagee or Bearer...; of record in MOB 1230 Page 464 of the official records of Washington Parish, Louisiana.

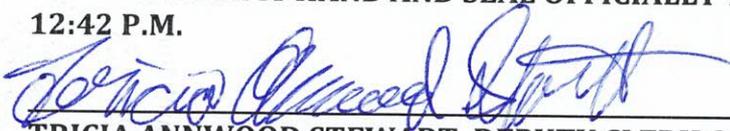
6.

JUDGMENT: In the matter styled Republic Finance, L.L.C. versus John B. McNeese; 22nd Judicial District Court For The Parish of Washington, State of Louisiana, NO. 116937, Division "F"; It is Ordered, Adjudged and Decreed that there be Judgment herein in favor of the plaintiff, Republic Finance, L.L.C., and against the defendant(s), John B. McNeese [REDACTED] in the principal sum of \$7,477.46, together with interest on the outstanding principal balance at the rate of 28.04% per annum from May 24, 2022, until November 10, 2024, and thereafter at the rate of 18.00% per annum until paid in full, accrued late charges in the sum of \$70.20, attorney's fees of 25.00% of the unpaid debt, and all court costs, all subject to credits in the sum of \$0.00. It is Further Ordered, Adjudged And Decreed that plaintiff's security interest and privilege upon the movable property described in the Security Agreement executed by John B. McNeese, dated November 6, 2020, be and the same is hereby recognized and maintained. Judgment Read, Rendered And Signed at Franklinton, Louisiana, on the 20 day of July, 2022. Signed by Honorable John A. Keller, Judge; of record in MOB 1254 Page 320 of the official records of Washington Parish, Louisiana.

7.

NOTICE OF SEIZURE: In the matter styled Magee Financial L.L.C. of Bogalusa Versus NO. 121764 The Unopened Succession of John Bruce McNeese, 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 The Unopened Succession of John Bruce McNeese under a Writ of SEIZURE issued on January 9, 2026, by the Twenty-Second Judicial District Court for the Parish of Washington in the above styled matter to satisfy a claim of \$23,824.72, with interest, attorney fees, and costs, this the 26th day of January, 2026; signed By: Jason Smith, Sheriff By: Jessica Schilling, Deputy Sheriff; of record in MOB 1353 Page 263 of the official records of Washington Parish, Louisiana.

GIVEN UNDER MY HAND AND SEAL OFFICIALLY THIS 13th DAY OF FEBRUARY, 2026 AT 12:42 P.M.



TRICIA ANNWOOD STEWART, 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 02/13/2026 AT 12:42 P.M.

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RECEIVED-FILED DE WAINE SEAL, CLERK
DE WAINE SEAL, CLERK WASHINGTON PARISH
MAR 4 12 19 PM '86 12 19 PM '86

DAISY LEONA STOGNER ~~SYMRALL~~ ~~CLERK~~ STATE OF LOUISIANA
VERSUS DY. CLERK COURT OF APPEAL
FIRST CIRCUIT

JOHN MCNEESE, A MINOR; JULIE
MCNEESE BEARD; ARCHIE N. MCNEESE;
THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK; AND SOUTHERN FARM
BUREAU CASUALTY INSURANCE COMPANY

126525

NUMBER CA 84 0852

ON APPEAL FROM THE TWENTY-SECOND JUDICIAL
DISTRICT COURT, PARISH OF WASHINGTON,
NUMBER 52,216-C HONORABLE THOMAS W. TANNER,
JUDGE PRESIDING.

BEFORE: EDWARDS, LANIER AND J. COVINGTON, JJ.

LANIER, J.

OCT 8 1985

This is a suit in tort and contract arising out of an automobile accident. Made defendants in the tort claim were the minor driver of the vehicle which collided with the plaintiff's vehicle, the mother of the minor, the grandfather of the minor (who owned the vehicle the minor was driving) and the liability insurer of the grandfather's vehicle. Judgment was rendered against the minor, the grandfather and the liability insurer for the liability policy limits of \$5,000.¹ This judgment has not been appealed and is final.

Plaintiff's contract claim is against her own insurer under the underinsured motorist (UM) coverage of her policy. The trial court ruled Louisiana law was applicable to the policy, reformed the policy to provide UM coverage of \$50,000 and rendered judgment in favor of the plaintiff for the limits of UM coverage. Plaintiff's insurer then took this suspensive appeal.

FACTS

On November 3, 1981, Mrs. Daisy Leona Sumrall was driving her 1980 Datsun from her home in Tylertown,

A TRUE COPY
Karen Heat
CLERK OR DEPUTY CLERK
COURT OF APPEAL, FIRST CIRCUIT
STATE OF LOUISIANA
DATE *Oct 8, 1985*

Mississippi, to Bogalusa, Louisiana. At approximately 8:00 a.m., she was involved in an automobile accident on Louisiana Highway 424 in Washington Parish, Louisiana. Her vehicle was struck head-on in her lane of travel by a 1969 Pontiac driven by John David McNeese and owned by Archie McNeese. Mrs. Sumrall received serious injuries.

At the time of this accident, Mrs. Sumrall had an insurance policy with Southern Farm Bureau Casualty Insurance Company (Farm Bureau) which provided for bodily injury liability limits of \$50/100,000 and underinsured motorist limits of \$10/20,000. She purchased this insurance contract in Mississippi, was a resident of Mississippi, and garaged her vehicle in Mississippi. The McNeese vehicle was insured by Fidelity and Casualty Company of New York (Fidelity).

QUANTUM FOR UNDERINSURED MOTORIST COVERAGE

The trial court found that since Sumrall had not expressly rejected nor selected limits of underinsured motorist coverage less than the limits of bodily injury liability provided by the policy, La.R.S. 22:1406(D)(1)² required the policy to have the same limits for the UM coverage as that for the liability coverage. The trial court raised the underinsured motorist policy limit to the limit of bodily injury liability of \$50,000 and awarded Sumrall that amount against Farm Bureau.

Farm Bureau contends on appeal that the trial court erred in not applying Mississippi law to this insurance contract.³

Under Mississippi law, an insurer is only required to offer an insured a minimum of \$10,000 in underinsured motorist coverage. The Sumrall policy provided \$10,000 in underinsured motorist coverage and therefore met the requirements of Mississippi law.

Plaintiff contends she is entitled to the benefits of La.R.S. 22:1406(D)(1) which requires an insurer to provide underinsured motorist coverage in the same amount as the bodily injury liability limits unless the insured rejects in writing the coverage or selects lower limits.

In Snider v. Murray, 461 So.2d 1051, 1053 (La. 1985), the Louisiana Supreme Court observed as follows:

[E]ven if Louisiana law is the choice of laws to be applied, the only Louisiana law which requires underinsured motorist coverage in the amount of the bodily injury liability limits is La.R.S. 22:1406 D(1), and that statute by its express terms purports to affect only an automobile policy 'delivered or issued for delivery in this state with respect to any motor vehicle registered or principally garaged in this state'. There is no dispute that the policy in the present case was neither 'delivered' nor 'issued for delivery' in this state. Therefore, plaintiffs cannot avail themselves of La.R.S. 22:1406 D(1) to impose that statute's underinsured motorist requirements upon the policy issued in Texas for delivery in Texas to a Texas resident.
[Footnote omitted].

See also George v. State Fam Mutual Automobile Insurance Company, ___ So.2d ___ (La.App. 1st Cir. 1985) (decided June 25, 1985, under docket number 84 CA 0607). Since the Sumrall policy was neither "delivered" nor "issued for delivery" in this state and the insured vehicle was not "garaged" in this state, La.R.S. 22:1406(D)(1) is not applicable to that policy. Therefore, the \$10,000 limit on underinsured motorist coverage provided in the policy is not prohibited by Louisiana law.

Farm Bureau also contends it is entitled to a credit for the \$5,000 paid by the liability insurer. Section IV d.(4) of the Uninsured Motorist Endorsement of the Sumrall policy provides, in pertinent part, as follows:

(4) Any amount payable under the terms of Uninsured Motorist coverage because of bodily injury or property damage sustained in an accident by a person who is an Insured under this coverage, shall be reduced by. [sic]

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(a) all sums paid on account of such bodily injury or property damage by or on behalf of

(i) the owner or operator of the uninsured motor vehicle and

(ii) any other person or organization who may be liable together with such owner or operator for such bodily injury or property damage coverage of the policy ...

Under La.R.S. 22:1406(D)(1), a policy for underinsured motorist coverage is mandated to have coverage of not less than the bodily injury liability coverage and the jurisprudence holds a policy exclusion which reduces the coverage below this limit is violative of the statute and unenforceable. Monnier v. Lawrence, 467 So.2d 35 (La.App. 4th Cir. 1985) and the cases cited therein. However, as stated above, La.R.S. 22:1406(D)(1) is not applicable to this policy. Under the terms of the policy, Farm Bureau is entitled to the \$5,000 credit. This policy provision is valid under Mississippi law and not prohibited by Louisiana law and, thus, is binding on the parties.

DECREE

For the foregoing reasons, the judgment of the trial court is amended to reduce the award in favor of Sumrall and against Farm Bureau to \$5,000, with legal interest thereon from date of judicial demand until paid. The costs in the trial court are to be divided equally between Fidelity and Farm Bureau. Farm Bureau is cast for the cost of this appeal.

AMENDED AND AFFIRMED.

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FOOTNOTES

1. The record does not reflect that service was ever made on the minor's mother.
2. La.R.S. 22:1406(D)(1) provides, in pertinent part, as follows:

D. The following provisions shall govern the issuance of uninsured motorist coverage in this state.

(1)(a) No automobile liability insurance covering liability arising out of the ownership, maintenance, or use of any motor vehicle shall be delivered or issued for delivery in this state with respect to any motor vehicle registered or principally garaged in this state unless coverage is provided therein or supplemental thereto, in not less than the limits of bodily injury liability provided by the policy, under provisions filed with and approved by the commissioner of insurance, for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured or underinsured motor vehicles because of bodily injury, ~~malfeasance~~, or disease, including death, resulting therefrom; provided, however, that the coverage required under this Subsection shall not be applicable where any insured named in the policy shall reject, in writing the coverage or selects lower limits. Such coverage need not be provided in or supplemental to a renewal or substitute policy where the named insured has rejected the coverage or selected lower limits in connection with a policy previously issued to him by the same insurer. Any document signed by the named insured or his legal representative which initially rejects such coverage or selects lower limits shall be conclusively presumed to become a part of the policy or contract when issued and delivered, irrespective of whether physically attached thereto.

3. Farm Bureau admits in brief and the trial judge found in his reasons for judgment that Mrs. Sumrall's injuries were substantial. Farm Bureau concedes it owes Mrs. Sumrall something but contests the amount. It appears the trial court judgment is erroneously drafted because the minor and his grandfather (the tortfeasors) are only cast for the limits of the liability policy (and not more). The UM insuring agreement only requires Farm Bureau to "pay all sums ... which the Insured ... shall be legally entitled to recover as damages from the owner, operator or user of an Uninsured Motor Vehicle...." As the judgment is presently written, Mrs. Sumrall can legally recover only \$5,000 from the tortfeasors. However, the judgment also indicates it was the finding of the trial court that Mrs. Sumrall could legally recover on her UM coverage.