

CONTENTS

I. EXECUTIVE ORDERS

DCT 81-2—Energy utilization in state buildings	163 ✓
DCT 81-3—Continuation of Task Force for Talent Bank of Women	163 ✓

II. RULES

Agriculture Department:	
Dairy Stabilization Board—Meeting competition and price discrimination	163
Fertilizer Commission—Fertilizer regulatory program rules	164
Seed Commission—Seed regulations	164
Commerce Department:	
Office of Financial Institutions—Renegotiable Rate Mortgage	
Instruments	165
Wrap-Around Mortgages	165
Corrections Department:	
Office of the Secretary—Attorney visitation	177
Death penalty procedures	177
Education Department:	
Educational Television Authority—Policy on stations not licensed	
to LETA	178
Governor's Office:	
Division of Administration—Updated contractual rules	179 ✓
Tax Commission—Assessment of property	185
Health and Human Resources Department:	
Board of Pharmacy—Unit Dose System rules	186 ✓
Board of Examiners of Psychologists—Supervised practice	187 ✓
Office of Family Security—AFDC/GA Needs Standards increase	188 ✓
Office of Human Development—Foster care rate increase	189 ✓
Natural Resources Department:	
Office of Environmental Affairs—Revision to Air Quality Regulations	189
Public Safety Department:	
Office of State Police—Toxic Substance Emergency Plan	189
Transportation and Development Department:	
Diesel fuel specifications	191
Urban and Community Affairs Department:	
Governor's Commission on Indian Affairs—Higher Education Assistance	
Program	193
Housing Finance Agency—General regulations	195
Office of Consumer Protection—Deceptive pricing	199

III. NOTICES OF INTENT

Agriculture Department:	
Dairy Stabilization Board—Competition in the dairy case	201
Family Farm Council—Family Farm credit	201
Livestock Sanitary Board—Brucellosis Indemnification	202
Brucellosis Referendum	202
Calfhood Vaccination	203
State Market Commission—Meat grading and certification	204
Approved appraisers and attorneys	205
Corrections Department:	
Office of the Secretary—Placement and transfer criteria	206
Culture, Recreation and Tourism Department:	
Office of Tourism—Act 455 Guidelines	206

This public document was published at a cost of \$3.60 per copy, by Baton Rouge Printing Co., Inc., P. O. Box 97, Baton Rouge, La. as a service to the state agencies in keeping them cognizant of the new rules and regulations under the authority of R.S. 49:951-968. This material was printed in accordance with the standards for printing by state agencies established pursuant to R.S. 43:31. Printing of this material was purchased in accordance with the provisions of Title 43 of the Louisiana Revised Statutes.

Education Department:	
Board of Elementary and Secondary Education—Bulletin 741; High School credit; Annual Bulletin 1134; Procedure Manual	207
Board of Trustees for State Colleges and Universities—Athletic eligibility	209
Limitation of Coaches	209
Search Committee	210
Governor's Office:	
Division of Administration—Procuring leased space	210 ✓
Property Control Section	241 ✓
Telecommunications Management	241 ✓
Health and Human Resources Department:	
Office of Family Security—Verification for food stamps	242 ✓
Natural Resources Department:	
Office of Environmental Affairs—Revision to Section 22.9.3(a)	242
Public Safety Department:	
Office of State Fire Marshal—Building specifications	243
Construction documents defined	244
Transportation and Development Department:	
Office of the General Counsel—Outdoor advertising	244
Treasury Department:	
Board of Trustees, State Employees Group Benefits Program—Act 745 of 1979	245 ✓

IV. POTPOURRI

Culture, Recreation and Tourism Department:	
Division of Archaeology and Historic Preservation—Sculpture placement	248
Governor's Office:	
Tax Commission—Hearing scheduled	248
Natural Resources Department:	
Fishermen's Gear Compensation claims	248
Office of Forestry—Commission meeting	248
Public Safety Department:	
Municipal Police Officers' Supplemental Pay—Meeting scheduled	249
Treasury Department:	
State Employees Group Benefits Plan—Hearing on benefits	249 ✓
Re-enrollment in program	249 ✓

V. ERRATA

Natural Resources Department:	
Office of Environmental Affairs—Clarification	249
Wildlife and Fisheries Department:	
Wildlife and Fisheries Commission—Lake closed	249

Executive Orders

EXECUTIVE ORDER

Executive Order DCT 81-2

WHEREAS, it is incumbent upon the Governor of Louisiana to promote reduced energy consumption in state-owned and state-leased buildings, not only to reduce expenditures for energy costs in the state's operating budget, but also to provide an example of energy conservation to the people of Louisiana; and

WHEREAS, the responsibility for the conservation of energy in such buildings is poorly defined despite being placed within the jurisdiction of the Department of Natural Resources by the Natural Resources and Energy Act of 1973; and

WHEREAS, a coordinated, statewide effort to encourage reduced energy consumption in such buildings is badly needed and should be administered equitably among the departments of state government; and

WHEREAS, the Division of Administration of the Office of the Governor is responsible for administering capital construction and maintenance of state-owned buildings and for the acquisitions of space in state-leased buildings;

NOW, THEREFORE, I, DAVID C. TREEN, Governor of the State of Louisiana, by authority of the powers vested in me by the Constitution and applicable statutes of Louisiana, do hereby order the following:

The Division of Administration shall be responsible for directing the review of energy utilization in state-owned and state-leased buildings, for the evaluation of energy conservation practices established within the state agencies, for directing the implementation of the energy conservation policy for the State of Louisiana; it shall establish and administer such guidelines as required to accomplish these objectives.

For the purposes of implementing reduction of energy use in all state buildings, all state department secretaries shall appoint one person to be responsible for energy conservation (preferably the Chief Operating Engineer in larger multiple occupancy buildings.) The department secretary will notify the Division of Administration of the responsible individual(s) name, mailing address, phone number and building(s) he is responsible for within 15 days of the date of this order.

All departments of state government shall provide information, and implement energy use reduction actions as directed by the Division of Administration.

The Division of Administration may enlist other departments to aid in implementing this directive and to aid in development of programs, and actions for legislative approval to further reduce energy use in state buildings both short-range and long-term.

The Division of Administration will conduct a statewide review of energy use and cost in state buildings. A consolidated annual report will be submitted to the Governor and to the Natural Resources Committees of the House and Senate.

IN WITNESS WHEREOF, I have hereunto set my hand officially and caused to be affixed the Great Seal of the State of Louisiana, at the Capitol, in the City of Baton Rouge, on this the 11th day of March, A.D., 1981.

David C. Treen
Governor of Louisiana

EXECUTIVE ORDER

Executive Order DCT 81-3

WHEREAS, during my administration, Louisiana has significantly increased opportunities for women to participate in the political process; and

WHEREAS, increasing the representation and participation of women as cabinet members and members of boards and commissions has helped to accomplish that end; and

WHEREAS, there continues to be a need for a method to recommend qualified women for responsible positions; and

WHEREAS, the continuation of a Louisiana Task Force for the Talent Bank of Women would help to fill that need, and the staff of the Women's Advocacy Bureau is capable of maintaining and administering the files of the Talent Bank of Women; and

WHEREAS, the important work of the Task Force for the Talent Bank of Women fully deserves renewed emphasis and revitalization in order to continue to provide benefits to all Louisianians;

NOW, THEREFORE, I, DAVID C. TREEN, Governor of Louisiana, by virtue of the authority vested in me as Governor, pursuant to the Constitution and applicable statutes of the State of Louisiana, do order as follows:

The reauthorization and continuation of the Louisiana Task Force for the purpose of assisting in the development of identifying qualified women for responsible positions on boards and commissions.

The Task Force shall assist the Women's Advocacy Bureau in the work of Talent Bank of Women.

The Task Force shall secure information concerning needs and opportunities and shall organize meetings for the purpose of this program.

The Task Force shall be headed by a chairman, a coordinator and twenty members appointed by the Governor, and who will serve without pay or other compensation. The coordinator shall select a working staff to assist the Task Force in the performance of these duties.

The Task Force shall continue under its present bylaws and rules of procedures for its operations.

IN WITNESS WHEREOF, I have hereunto set my hand officially and caused to be affixed the Great Seal of the State of Louisiana, at the Capitol, in the City of Baton Rouge, on this the 19th day of March, A.D., 1981.

David C. Treen
Governor of Louisiana

Rules

RULE

Department of Agriculture Dairy Stabilization Board

On recommendation of the Louisiana Dairy Stabilization Board, the Commissioner of Agriculture has adopted the following rule:

"Meeting Competition and Price Discrimination"

Sellers of dairy products in commerce shall not discriminate in price or service against buyers or between territories.

Before any seller sells or contracts to sell any dairy products in commerce at prices or with services less than the seller's prevail-

ing price or less than the price or service exacted by said seller elsewhere in Louisiana for the purpose of meeting competition, said seller shall submit said price designed to meet competition to the Board before offering or granting same, or as soon as is possible.

Upon verification of the existence of the competition that the above referred to seller is desirous of meeting the Board shall issue an approval for meeting same.

C. James Gelpi
Director-Attorney

RULE

**Department of Agriculture
Fertilizer Commission**

The Louisiana Department of Agriculture, Fertilizer Commission, pursuant to the authority contained in LSA 3:1312 and in accordance with Notice of Intent published on March 20, 1981, adopted Rules and Regulations governing the administration of the fertilizer regulatory program at a public hearing held on April 7, 1981, at 10:00 a.m. at the State Capitol, Baton Rouge, Louisiana. They may be viewed at the office of Mr. Barby Carroll, Harry D. Wilson Building, 223 L.S.U., Corner of Highland and the South Stadium or at the Department of the State Register, 1500 Riverside North, Baton Rouge, Louisiana 70804.

Bob Odom
Commissioner of Agriculture

RULE

**Department of Agriculture
Seed Commission**

The Louisiana Department of Agriculture, Seed Commission, pursuant to the authority contained in LSA 3:1433 and in accordance with Notice of Intent published on March 20, 1981, has adopted the following Rules and Regulations at a public hearing held on April 8, 1981, at 10:00 a.m. in House Committee Room 5 of the State Capitol, Baton Rouge, Louisiana:

Rules

Section I of Regulation 1 was amended to read as follows:

“Application for certification of seed oats shall be made on or before July 15 of each year, on forms to be provided by the Department.”

* * * *

Section I of Regulation 2 was amended to read as follows:

“Application for certification of seed oats shall be made on or before July 15 of each year, on forms to be provided by the Department.”

* * * *

Section I of Regulation 10 was amended to read as follows:

“Application for certification of seed rice shall be made on or before July 15 of each year on forms to be provided by the Department.”

* * * *

Section I of Regulation 16 was amended to read as follows:

“Application for certification of wheat seed shall be made on or before April 15 of each year, on forms to be provided by the Department.”

Subsection C of Section I of Regulation 29 was amended to read as follows:

“C. “Lot” shall mean the permanent identity given to a certain quantity of seed entered for certification, which is uniform

in its quality and has been field inspected and found to meet the field standards for its class of certified seed.”

* * * *

Subsection A of Section IV of Regulation 29 was amended to read as follows:

“A. Before any seed sold as certified seed leaves the premises of the certified grower or processor of certified seed, each bag must be tagged and the lot numbers on the certified tags must conform to the lot numbers already marked on the bags.”

* * * *

Subsection A of Section VIII of the Rules and Regulations of the Seed Law was amended to read as follows:

“A. A grower of certified seed shall submit an application fee of \$10.00 per crop for the first variety, and an application fee of \$2.50 for each additional variety. A grower of certified seed shall pay a fee of \$100.00 for each crop kind application submitted after the filing date established in the applicable certified seed regulations for each crop kind.”

* * * *

Subsection C of Section VIII of the Rules and Regulations of the Seed Law was amended to read as follows:

C. A person shall pay for laboratory services as follows:

- | | |
|-------------------------------------|------------|
| 1. Laboratory fees - Certified Seed | Per Sample |
| Germination | \$1.50 |
| Purity | \$1.50 |
- For uncleaned seed, the fee for germination is \$2.00 per sample. No purity analysis will be run on uncleaned seed at these rates.

- | | |
|---------------------------|------------|
| 2. Laboratory fees | Per Sample |
| Service Seed (Small Seed) | |
| Germination | \$3.50 |
| Purity | \$4.00 |

For each sample of a mixture of small seed, if it can be separated, the fee for germination is \$5.00 and for purity is \$6.00. No purity analysis will be run on uncleaned seed at these rates.

- | | |
|---------------------------|------------|
| 3. Laboratory fees - | Per Sample |
| Service Seed (Large Seed) | |
| Germination | \$3.00 |
| Purity | \$3.00 |

For each sample of a mixture of large seed, if it can be separated, the fee for germination is \$4.00 and for purity is \$4.00. No purity analysis will be run on uncleaned seed at these rates.

- | | |
|-------------------|------------|
| 4. Vigor Tests | Per Sample |
| Accelerated Aging | \$10.00 |
| Tetrazolium | |
| Small Seed | \$8.00 |
| Large Seed | \$6.00 |
| Texas Cool Test | \$5.00 |
| Cold Test | \$5.00 |

- | | |
|---|--|
| 5. Laboratory fees - Special Requests for Purity Analysis on Uncleaned Seed, Either Certified or Service Seed: Fee per sample is double that rate for cleaned seed. | |
|---|--|

* * * *

Section VIII of the Rules and Regulations of the Seed Law was amended by adding thereto a new Subsection D, to read as follows:

“D. Collecting Service Seed Samples:

Upon request, service samples will be collected by authorized seed inspection personnel; however, said samples collected shall not exceed five per year for each individual, firm, or corporation.”

* * * *

Section VIII of the Rules and Regulations of the Seed Law was amended by adding thereto a new Subsection E, to read as follows:

"E. A grower of certified seed shall pay a fee of six cents per tag required for all certified seed sold by the grower."

* * * *

The Certified Seed Regulation Governing Certification of Seed Rice in Bulk, adopted by the Commission, on October 20, 1979, was repealed in its entirety.

Bob Odom
Commissioner of Agriculture

RULE

**Department of Commerce
Office of Financial Institutions**

Under authority granted by R.S. 6:902B, the Commissioner of Financial Institutions hereby amends the following sections of a rule pertaining to Renegotiable Rate Mortgages that was published on pages 720 and 721, Volume 6, Number 12, *Louisiana Register* dated December 20, 1980.

Rule

On December 20, 1980, the Commissioner of Financial Institutions published a rule on pages 720 and 721, Volume 6, Number 12, *Louisiana Register*, authorizing State Chartered Savings and Loan Associations to make, purchase, and participate in Renegotiable Rate Mortgage Instruments authorized Federal Associations by Federal Home Loan Bank Board Regulation 545.6-4a. On September 30, 1980 and December 4, 1980, the Federal Home Loan Bank Board amended certain sections of Regulation 545.6-4a, to read as follows:

545.6-4a - Renegotiable Rate Mortgage Instruments

(a) Authorization. * * * *

(b) Description. For purposes of this Section, a Renegotiable Rate Mortgage loan is a loan (1) issued for a term of three, four or five years and automatically renewable at equal intervals except as provided in Subparagraph (c)(1) of this section or (2) issued for a single term and providing for adjustment of the interest rate at intervals of three, four or five years except as provided in Subparagraph (c)(1) of this section. The loan must be repayable in equal monthly installments of principal and interest during the loan term or adjustment period in an amount at least sufficient to amortize a loan with the same principal and at the same interest rate over the remaining term of the mortgage. At renewal or adjustment, no change other than in the interest rate (and, correspondingly, in the monthly installment amount) may be made in the terms or conditions of the loan. Prepayment in full or in part of the loan balance secured by the mortgage may be made without penalty at any time after the beginning of the minimum notice period for the first renewal or adjustment, or at any earlier time specified in the loan contract.

* * * * *

(e) If the loan is structured as a renewable, short term note, at least ninety and not more than one-hundred twenty days before the due date of the note, the association shall send written notification in the following form to the borrower:

Notice

The interest rate on your loan with _____ Federal Savings and Loan Association, secured by a (mortgage/deed of trust) on property located at _____ (address) _____, is scheduled to be adjusted on * * * * *

(f) Application disclosure. * * * *

(As the borrower, you have the right to decline the lender's offer of renewal. If you decide not to renew, you will have to pay off the remaining balance of the mortgage. Even if you decide to

renew, you have the right to prepay the loan in part or in full without penalty at any time after the beginning of the notice period for the first renewal. To give you enough time to make this decision, the lender, at least ninety but not more than one-hundred twenty days before renewal, will send a notice stating the due date of the loan, the principal balance as of that date, the new interest rate and the monthly payment amount. If you elect not to pay the loan in full by the due date, the loan will be automatically renewed at the new rate. You will not have to pay any fees or charges at renewal time.) (As the borrower, you have the right to prepay the loan in part or in full without penalty at any time after the beginning of the notice period of the first interest rate adjustment. To give you enough time to make this decision, the lender, at least ninety but not more than one-hundred twenty days before interest rate adjustment, will send a notice stating the date of adjustment, the principal balance as of that date, the new interest rate and the monthly payment amount. If you elect not to pay the loan in full by the due date, the interest rate will be adjusted to the new rate. You will not have to pay any fees or charges at the time of interest rate adjustment.)

* * * * *

This rule is intended to allow State Chartered Savings and Loan Associations to operate on an equal competitive basis with Federal Savings and Loan Associations.

The validity of Renegotiable Rate Mortgage Instruments under Louisiana Law has been affirmed by Attorney General Opinion No. 80-565 dated August 20, 1980.

Hunter O. Wagner, Jr.
Commissioner of Financial Institutions

RULE

**Department of Commerce
Office of Financial Institutions**

Under authority granted by R.S. 6:902 B, the Commissioner of Financial Institutions adopts the following rule for the purpose of providing a means by which state chartered savings and loan associations may have authority consistent with that granted federal associations by letter from Arthur W. Leibolk, Jr., general counsel, Federal Home Loan Bank Board, May 15, 1969; letter from Charles E. Allen, general counsel, Federal Home Loan Bank Board, November 4, 1975; and letter from Anne P. Jones, general counsel, Federal Home Loan Bank Board, November 15, 1978.

Proposed Rule

Notwithstanding the limitations imposed by R.S. 6:833 A, state chartered savings and loan associations may make "wrap-around mortgage loans" as defined below:

1. Definitions

For the purpose of this rule, a "wrap-around mortgage loan" is defined as a mortgage loan on property subject only to an existing first mortgage which, for economic reasons, the borrower cannot, or does not wish to prepay; with the "wrap-around" new mortgage to be in an amount equal to the outstanding balance on the existing first mortgage loan plus the amount to be loaned by the new lender; with monthly payments to the new lender to be in the total an amount required to liquidate both loans; with the new lender transmitting the portion required on the first loan; and with the new lending association establishing an asset account consisting of the amount of the balance on the first lien account and concurrently a liability account descriptive of the first lien obligation. (Attorney General Opinion 80-734).

II. Accounting

The mortgage document should be written for the amount of the outstanding balance of the first lien plus the additional funds to be loaned to the borrower. This amount is set-up as a note receivable and cash would be credited by the amount of funds disbursed to the borrower. On the liability side of the ledger a note payable is established in the amount of the first lien. For example:

Tom Smith is purchasing a home carrying an assumable mortgage of \$40,000 with a remaining term of 20 years; rate 11.0 percent and payments of \$412.71. Tom requires an additional \$10,000 to purchase the home. You approve a \$50,000 wrap-around mortgage for 20 years with payments of \$526.33 at a combined rate of 11.3 percent. The balance sheet for this loan origination follows:

ASSETS		LIABILITIES	
Note receivable	\$50,000	Note payable (XYZ S&L)	\$40,000
Cash	(10,000)		
Total assets	\$40,000	Total liabilities	\$40,000

When Tom Smith's first monthly payment of \$526.33 is received, you apply the principal and interest against his indebtedness, and then forward the payment (needed to amortize the loan over its remaining term) of \$412.71 to XYZ Savings and Loan. The entry would be as follows:

ASSETS		LIABILITIES & CAPITAL	
Step 1			
Cash received	\$526.33	Interest income	\$470.83
Note receivable	(\$55.50)		
Step 2			
Cash	(\$412.71)	Note payable (XYZ S&L)	(\$46.06)
		Interest payable (XYZ S & L)	(\$366.65)

III. Pre-payment penalty provisions

The question of how to handle the prepayment penalty provisions of the first lien has been answered by the General Counsel of the Federal Home Loan Bank Board, which stated that prepayment penalties, like foreclosure expenses, may be treated as part of the borrower's liability on the note secured by the wrap-around lien. Thus, for the purpose of wrap-around loans, it is not necessary to account for the prepayment penalties in advance.

IV. Loan to value ratios

The loan to value ratio on residential and non-residential real estate loans presently authorized by each state chartered savings and loan association's approved lending plan will apply to "wrap-around mortgage loans."

V. Certificate of title

The certificate of title by the association's attorney should describe the "wrap-around mortgage" as according "an inchoate first lien." (Attorney General Opinion No. 80-734)

VI. Form Note and mortgage

Following is a sample note and mortgage that may be used in making "wrap-around mortgage" loans. These samples have been approved as to form and legality by Attorney General Opinion No. 80-734A.

NOTE

PARISH OF _____

US \$ _____

STATE OF LOUISIANA

(DATE)

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more) promise to pay to _____, or order, the principal sum of _____ DOLLARS, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of _____ percent per annum. Principal and interest shall be payable at _____ or such other place as the Note holder may designate, in consecutive monthly installments of _____ DOLLARS (US\$ _____), on the _____ day of each month, beginning _____, 19____. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on _____.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than ten days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, attorney's fees of _____ percent of the sums due hereunder.

Borrower shall pay to the Note holder a late charge of _____ percent of any monthly installment not received by the Note holder within _____ days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date of this Note, Borrower make(s) any prepayments in any twelve-month period beginning with the date of this Note or anniversary dates thereof ("loan year") with money lent to Borrower by a lender other than the Note holder, Borrower shall pay the Note holder (a) during each of the first three loan years _____ percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note and (b) during the fourth and fifth loan years _____ percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note.

The total principal amount of this Note includes the unpaid balance of principal and interest in the sum of \$ _____ of one certain promissory note dated _____ in the original principal amount of \$ _____, made and executed by _____, to the order of _____ ("Included Note"), which Included Note is paraphed for identification with and secured by an act of mortgage of even date before _____, Notary Public, recorded in MOB _____, folio _____ of the mortgage

records of _____ Parish, Louisiana ("Included Mortgage"), which Included Mortgage is prior and superior to the Mortgage-securing this Note. So long as Borrower is not in default in the payment of principal and interest due hereunder, the holder of this Note shall pay, when due, the installments of principal and interest under the Included Note.

Nothing herein or in the Mortgage securing this Note shall be construed as an assumption by Maker of the Included Note.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated _____ and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Property Address:

(Execute Original Only)

"NE VARIETUR" for identification with an act of mortgage passed this day before me, Notary.

_____, La. _____, 19__

NOTARY PUBLIC

MORTGAGE

ON THIS _____ day of _____, 19__ before me, _____, a Notary Public in and for the Parish of _____, State of Louisiana, and in the presence of the undersigned witnesses, appeared _____ (herein "Borrower"), a person(s) of the full age of majority and a resident(s) of said Parish and State, whose permanent mailing address is the Property Address stated below, who declared and acknowledged that Borrower is indebted to _____, a corporation organized and existing under the laws of _____ and whose permanent mailing address is _____ (herein "Lender"), in the principal sum of _____ DOLLARS, with interest on the outstanding principal balance at the rate of _____ percent per annum which indebtedness is evidenced by Borrower's note dated of even date herewith paraphed "Ne Varietur" by me, Notary, for identification herewith and delivered to Lender (herein "Note"), which Note provides for monthly installments of _____ Dollars of principal and interest payable on the _____ day of each month, beginning _____, 19____, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage and hypothecate to Lender the following described property located in the Parish of _____, State of Louisiana:

which has the address of _____ (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"