

Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT



Mortgage Inscription Cancellation Manual

REVISED AUGUST 1, 2017

This manual is presented as a guide to laws and forms applicable to mortgage inscription cancellation in Louisiana. The Jefferson Parish Clerk of Court abides by these regulations when accepting for filing and/or recording mortgage inscription releases. The manual is not intended as a definitive explanation of all laws and forms that may be used for mortgage inscription cancellation, and it should be used only qualified notaries public and attorneys. All citations were copied from the Louisiana Legislature Web site.



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JEFFERSON PARISH CLERK OF COURT

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From time to time, I have received questions from the Bar about the mortgage cancellation and release procedures of this office. The purpose of this manual is to put everyone on the same page, and to afford quicker resolution of release issues. I have attempted to assemble all of the statutes to which we customarily refer and have included all of the release and cancellation forms which may be accessed via the office's web site. My deputy clerks in the mortgage cancellation department will have this manual at their side and are happy to assist anyone with release questions.

I am astounded by the complexity of the laws governing this part of the clerk's office. That is why I directed the assembly of this manual. When you speak with my deputy clerks, and you have the manual at your side, you may work easily with my clerks to review the correct statute and sample form.

This manual is a work in progress. Feel free to let me know of additional statutes which you think may be appropriate to add and send me your "strange duck" forms which you believe may suffice for releases and cancellations in odd situations. We always have room for improvement.

I want all Louisiana clerks of court to be the most efficient in the country, and I sincerely value input from you who use this manual.

Best regards,

JON A. GEGENHEIMER



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SECTION A – General Cancellation Laws

FORM AND CONTENT

La. Civil Code Article 3366

SECTION 3. CANCELLATION

Art. 3366. Cancellation upon written request; form and content

A. The recorder of mortgages shall cancel, in whole or in part and in the manner prescribed by law, the recordation of a mortgage, pledge, or privilege upon receipt of a written request for cancellation in a form prescribed by law and that:

- (1) Identifies the mortgage, pledge, or privilege by reference to the place in the records where it is recorded; and
- (2) Is signed by the person requesting the cancellation.

B. The effect of recordation of the instrument ceases upon cancellation by the recorder pursuant to the provisions of this Article.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

REQUIREMENTS OF OBLIGEE TO CANCEL

La. R.S. 9:5167.2

§5167.2. Cancellation of mortgage inscription

A. A mortgagee servicing agent or any holder of the note shall execute and deliver sufficient acceptable documentation, including the original note or notes, and instructions regarding the cancellation of mortgage inscriptions to the mortgagor or the mortgagor's designated agent within sixty days after the date of receipt of full payment of the balance owed on the debt secured by the mortgage in accordance with a payoff statement. The payoff statement shall be furnished by the mortgagee or its mortgage servicer.

B. The provisions of this Section shall apply only to residential mortgages, where a mortgage has been granted by a consumer on one-to-four family residential immovable property, including a mortgage to finance the initial construction of the one-to-four family residential immovable property.

C. This Section shall not apply to collateral mortgages as defined in R.S. 9:5550 nor to mortgages to secure future advances as defined in Civil Code Article 3298.

Acts 2003, No. 494, §1; Acts 2004, No. 294, §1.

La. R.S. 9:5557

§5557. Obligation to grant release of mortgage

A. The provisions of this Section shall apply only to mortgages recorded prior to January 1, 2012.

B. Upon extinction of the mortgage, the mortgagor or his successor may request the mortgagee to provide a written act of release directing the recorder to erase the mortgage from his records. The mortgagee shall deliver the act of release to the mortgagor within sixty days of receiving the request. If the mortgagee fails to deliver the act timely and in a form susceptible of recordation, the mortgagor may, by summary proceedings instituted against the mortgagee in the parish where the mortgaged property is located, obtain a judgment ordering the mortgage to be erased from the records and for the costs, reasonable attorneys fees, and any damages he has suffered from the mortgagee's default.

C. This Section does not apply to a mortgage insofar as it secures payment of a note or other instrument paraphed for identification with the act of mortgage by the notary before whom it is executed.

Acts 1991, No. 652, §2, eff. Jan. 1, 1992; Acts 2011, No. 342, §1, eff. Jan. 1, 2012.

LIABILITY OF FILING FALSE CANCELLATION REQUEST

La. R.S. 9:5174

§5174. Liability for incorrect or false request for cancellation

A. Any person who requests the recorder to cancel recordation of a mortgage or privilege and who knows or should have known that an act or declaration that he provided to the recorder pursuant to this Title contains materially false or incorrect statements that cause the recorder to incorrectly cancel the recordation of a mortgage or privilege is personally liable to and shall indemnify the recorder and any person relying upon the cancellation for any damages suffered as a consequence of such reliance.

B. Any person signing any act or declaration that is presented to the recorder pursuant to this Title containing materially false or incorrect statements causing the recorder to incorrectly cancel the recordation of a mortgage or privilege is personally liable to and shall indemnify the recorder and any person relying upon the cancellation for any damages suffered as a consequence of such reliance.

C. Any person who knowingly provides or executes the materially false or incorrect statement is also guilty of false swearing under the provisions of R.S. 14:125.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2007, No. 337, §2; Redesignated from R.S. 44:110 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011.

SECTION B – Mortgages

For cancellation of mortgages and other instruments by prescription, see SECTION E.

UNIFORM CANCELLATION STATUTE WITH FORM

In lieu of forms provided herein. Request to Cancel Inscription language included in this form.

La. R.S. 9:5166

§5166. Cancellation of mortgage and vendor's lien inscriptions; uniform cancellation affidavit; requirements and effects

A. A uniform cancellation affidavit as provided in this Section may be used to cancel a mortgage or vendor's lien inscription, except for judgments or legal mortgages. The uniform cancellation affidavit may be in lieu of any other affidavit otherwise required by law, and no additional affidavit shall be necessary for cancellation.

B. The uniform cancellation affidavit shall:

(1) Contain the information required by this Section.

(2) Recite the statutory authorization for the cancellation, any other recitations as may be required by law for cancellation, and a declaration that the affiant has complied with all requirements of law for the cancellation.

(3) Be sworn to and subscribed in the presence of a notary public or other properly authorized official, but shall not be required to be an authentic or witnessed act.

C. The filing with the clerk of court and ex officio recorder of mortgages of a uniform cancellation affidavit containing a request to cancel, together with any additional documents as may otherwise be required by law, shall operate as a release and authorization to the clerk of court and ex officio recorder of mortgages to cancel and erase from the mortgage records any mortgage or vendor's lien inscription described in the uniform cancellation affidavit.

D. Liability

(1) The clerk of court as ex officio recorder of mortgages shall not be liable for any damages resulting to any person or entity as a consequence of canceling a mortgage in reliance upon a uniform cancellation affidavit complying with this Section.

(2) The affiant shall be liable to and indemnify the clerk of court as ex officio recorder of mortgages and any person relying upon the cancellation for any claims or damages suffered if the uniform cancellation affidavit contains materially false or incorrect statements.

(3) The preparing, signing, or filing of a uniform cancellation affidavit with the knowledge that it contains materially false or incorrect statements shall subject the offender to civil and criminal liability under Louisiana law, including R.S. 9:5174, R.S. 14:125, and R.S. 14:133.

E. The provisions of this Section shall not be construed to invalidate, prohibit, restrict or limit the use of any other method or form otherwise authorized by law for the cancellation of a mortgage or vendor's lien inscription.

F. A uniform cancellation affidavit shall satisfy the requirements of this Section if it provides all the information set forth in the following form:

UNIFORM CANCELLATION AFFIDAVIT

(FOR MORTGAGES AND VENDOR'S LIENS)

STATE OF _____

PARISH OF _____

BE IT KNOWN THAT before me, the undersigned Notary Public, appeared:

(Name) _____

(Corporate Title and Name of Entity if Applicable) _____, its duly authorized agent hereinafter referred to as affiant, who after first being sworn declares that affiant is:

CHECK ONE BOX ONLY:

A notary public requesting cancellation under R.S. 9:5167(A)(1), herein declaring that affiant or someone under his direction did satisfy the promissory note, and that the affiant or someone under his direction (1) received the note marked "Paid in Full" from the last holder of the note, and that the note was lost or destroyed while in the affiant's custody; or (2) has confirmed that the last holder of the paraphed note received payment in full and sent the note but the note was never received, and that the affiant has made a due and diligent search for the note, the note cannot be located, and sixty days have elapsed since payment or satisfaction of the note.

A duly authorized officer of a Louisiana licensed title insurer as defined in R.S. 22:46 of the Louisiana Insurance Code, requesting cancellation under R.S. 9:5167(B)(1), herein declaring that all obligations secured by the mortgage or vendor's privilege have been satisfied, and that affiant has made a due and diligent search for the lost or destroyed

instrument which was sufficient to cause a cancellation of the mortgage or vendor's privilege, that the lost or destroyed instrument cannot be located, and that sixty days have elapsed since payment or satisfaction of the secured obligation.

An authorized officer of a title insurance business, the closing notary public, or the attorney for the person or entity which made the payment requesting cancellation under R.S. 9:5167.1, herein declaring on behalf of the mortgagor or an owner of the property encumbered by the mortgage that the mortgagee provided a payoff statement with respect to the loan secured by the mortgage and that the mortgagee has received payment of the loan secured by the mortgage in accordance with the payoff statement, as evidenced by (1) a bank check, certified check, or escrow account check which has been negotiated by or on behalf of the mortgagee, or (2) other documentary evidence of the receipt of payment by the mortgagee, including but not limited to verification that the funds were wired to the mortgagee, that more than sixty days have elapsed since the date payment was received by the mortgagee and that the mortgagee has not returned documentary authorization for cancellation of the mortgage; and that the mortgagee has been given at least fifteen days notice in writing of the intention to execute and record an affidavit in accordance with R.S. 9:5167.1, with a copy of the proposed affidavit attached to the written notice. Affiant declares that he has attached all evidence required by law.

An obligee of record requesting cancellation under R.S. 9:5168, herein declaring that affiant is the obligee of record of the mortgage or vendor's privilege securing a paraphed promissory note and that the note has been lost or destroyed and cannot be presented; that the note is paid, forgiven, or otherwise satisfied; and that affiant has not sold, transferred, or assigned the note to any other person or entity. If affiant is not the Original Obligee of Record, but an Obligee of Record by recorded Assignment of the inscription to be cancelled, a list of recorded assignments is attached.

An obligee of record requesting release under R.S. 9:5169, declaring that affiant is herein acknowledging the satisfaction, releasing or acknowledging the extinction of the mortgage or privilege. If affiant is not the Original Obligee of Record, but an Obligee of Record by recorded Assignment of the inscription to be cancelled, affiant has attached a list of recorded assignments. JUDGMENTS OR LEGAL MORTGAGES MAY NOT BE CANCELLED USING THIS FORM.

An affiant requesting cancellation under R.S. 9:5170, herein declaring that he is attaching herewith _____ The paraphed obligation marked "PAID" or "CANCELLED"; or _____ An authentic act of release conforming to the requirements of R.S. 9:5170(A)(2).

A duly authorized officer of a Licensed Financial Institution under R.S. 9:5172, herein declaring that the institution was the obligee or the authorized agent of the obligee of the obligation secured by the mortgage or privilege when the obligation was extinguished and that the secured obligation has been paid or otherwise satisfied or extinguished; or that the institution is the obligee or authorized agent of the obligee of the secured obligation and that it releases the mortgage or privilege and directs the recorder to cancel its recordation.

AFFIANT HEREBY EXPRESSLY REQUESTS, AUTHORIZES, AND DIRECTS, in accordance with the provisions of the applicable statute indicated by the checked box above and in accordance with the provisions of Civil Code Article 3366, that the Clerk of Court and ex officio Recorder of Mortgages for the Parish of _____ to FULLY CANCEL, or PARTIALLY CANCEL the following:

A mortgage or Vendor's privilege:

Granted/Made by: _____

In favor of: _____

Instrument dated _____ Recorded in _____ Parish;

Recorded in MOB _____ FOLIO _____, INSTRUMENT NO. _____;

[LEGAL DESCRIPTION OF PROPERTY: SEE ATTACHMENT HERETO MADE A PART HEREOF.]

AFFIANT DECLARES that he has attached property descriptions as required by law, and that he is aware that if no property description is attached, this Affidavit will be rejected.

AFFIANT FURTHER DECLARES that if this Affidavit is intended to cancel related inscriptions, such as assignments or subordinations, in a parish where the clerk allows such cancellations, he has attached a separate list of related inscriptions.

AFFIANT WARRANTS that affiant has complied with all requirements of applicable law, including full or partial discharge of the obligation where the law requires.

AFFIANT AGREES to be liable to and to indemnify the Clerk of Court as ex officio recorder of mortgages and any person relying upon the cancellation by this affidavit for any claims or damages suffered as a consequence of such reliance if this affidavit contains materially false or incorrect statements.

AFFIANT ACKNOWLEDGES BY HIS SIGNATURE BELOW that the contents of this affidavit are true and correct to the best of his knowledge, information, and belief, and further that he is aware that knowingly preparing, signing, or filing a uniform cancellation affidavit containing materially false or incorrect statements shall subject the affiant to civil and criminal liability under Louisiana law, including the provisions of R.S. 9:5174, R.S. 14:125, and R.S. 14:133.

Signature page for UNIFORM CANCELLATION AFFIDAVIT to cancel:

MOB _____ FOLIO _____, INSTRUMENT NO. _____;

Affiant's Signature: _____ Printed Name: _____

Company Name: _____ Title: _____

(Its duly authorized agent)

Mailing Address: _____

City: _____ State: _____ ZIP: _____
Telephone #: _____ Email: _____

NOTARIZATION CLAUSE FOR CANCELLATION OF MOB _____ FOLIO _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

Notary Signature and Seal:

Printed Name of Notary: _____ State of Appointment: _____

Notary or Bar No.: _____ Commission expires: _____

FILER: Fill out below if filer is NOT the affiant:

REQUEST TO CANCEL

In accordance with the provisions of Civil Code Article 3366, the undersigned filer requests the Clerk of Court and ex officio Recorder of Mortgages to file this Uniform Cancellation Affidavit and hereby requests the cancellation referenced therein.

Signature: _____

Printed Name: _____

Company: _____

Title: _____ (Its duly authorized agent)

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Telephone #: _____ Email: _____

UNIFORM CANCELLATION AFFIDAVIT
(For Mortgages and Vendor's Liens – La. R.S. 9:5166)

STATE OF _____

PARISH OF _____

BE IT KNOWN THAT before me, the undersigned Notary Public, appeared:

(Name): _____ (Corporate Title and Name of Entity if Applicable): _____,

its duly authorized agent hereinafter referred to as affiant, who after first being sworn declares that affiant is:

CHECK ONE BOX ONLY:

A notary public requesting cancellation under R.S. 9:5167(A)(1), herein declaring that affiant or someone under his direction did satisfy the promissory note, and that the affiant or someone under his direction (1) received the note marked "Paid in Full" from the last holder of the note, and that the note was lost or destroyed while in the affiant's custody; or (2) has confirmed that the last holder of the paraphed note received payment in full and sent the note but the note was never received, and that the affiant has made a due and diligent search for the note, the note cannot be located, and sixty days have elapsed since payment or satisfaction of the note.

A duly authorized officer of a Louisiana licensed title insurer as defined in R.S. 22:46 of the Louisiana Insurance Code, requesting cancellation under R.S. 9:5167(B)(1), herein declaring that all obligations secured by the mortgage or vendor's privilege have been satisfied, and that affiant has made a due and diligent search for the lost or destroyed instrument which was sufficient to cause a cancellation of the mortgage or vendor's privilege, that the lost or destroyed instrument cannot be located, and that sixty days have elapsed since payment or satisfaction of the secured obligation.

*An authorized officer of a title insurance business, the closing notary public, or the attorney for the person or entity which made the payment requesting cancellation under R.S. 9:5167.1, herein declaring on behalf of the mortgagor or an owner of the property encumbered by the mortgage that the mortgagee provided a payoff statement with respect to the loan secured by the mortgage and that the mortgagee has received payment of the loan secured by the mortgage in accordance with the payoff statement, as evidenced by (1) a bank check, certified check, or escrow account check which has been negotiated by or on behalf of the mortgagee, or (2) other documentary evidence of the receipt of payment by the mortgagee, including but not limited to verification that the funds were wired to the mortgagee, that more than sixty days have elapsed since the date payment was received by the mortgagee and that the mortgagee has not returned documentary authorization for cancellation of the mortgage; and that the mortgagee has been given at least fifteen days notice in writing of the intention to execute and record an affidavit in accordance with R.S. 9:5167.1, with a copy of the proposed affidavit attached to the written notice. *Affiant declares that he has attached all evidence required by law.**

*An obligee of record requesting cancellation under R.S. 9:5168, herein declaring that affiant is the obligee of record of the mortgage or vendor's privilege securing a paraphed promissory note and that the note has been lost or destroyed and cannot be presented; that the note is paid, forgiven, or otherwise satisfied; and that affiant has not sold, transferred, or assigned the note to any other person or entity. *If affiant is not the Original Obligee of Record, but an Obligee of Record by recorded Assignment of the inscription to be cancelled, a list of recorded assignments is attached.**

An obligee of record requesting release under R.S. 9:5169, declaring that affiant is herein acknowledging the satisfaction, releasing or acknowledging the extinction of the mortgage or privilege. If affiant is not the Original Obligee of Record, but an Obligee of Record by recorded Assignment of the inscription to be cancelled, affiant has attached a list of recorded assignments. JUDGMENTS OR LEGAL MORTGAGES MAY NOT BE CANCELLED USING THIS FORM.

An affiant requesting cancellation under R.S. 9:5170, herein declaring that he is attaching herewith _____ The paraphed obligation marked "PAID" or "CANCELLED"; or _____ An authentic act of release conforming to the requirements of R.S. 9:5170(A)(2).

A duly authorized officer of a Licensed Financial Institution under R.S. 9:5172, herein declaring that the institution was the obligee or the authorized agent of the obligee of the obligation secured by the mortgage or privilege when the obligation was extinguished and that the secured obligation has been paid or otherwise satisfied or extinguished; or that the institution is the obligee or authorized agent of the obligee of the secured obligation and that it releases the mortgage or privilege and directs the recorder to cancel its recordation.

AFFIANT HEREBY EXPRESSLY REQUESTS, AUTHORIZES, AND DIRECTS, in accordance with the provisions of the applicable statute indicated by the checked box above and in accordance with the provisions of Civil Code Article 3366, that the Clerk of Court and ex officio Recorder of Mortgages for the Parish of _____ to FULLY CANCEL, or PARTIALLY CANCEL the following:

A mortgage or Vendor's privilege:

Granted/Made by: _____

In favor of: _____

Instrument dated _____ **Recorded in** _____ **Parish;**

Recorded in MOB _____ **FOLIO** _____, **INSTRUMENT NO.** _____;

[LEGAL DESCRIPTION OF PROPERTY: SEE ATTACHMENT HERETO MADE A PART HEREOF.]

AFFIANT DECLARES that he has attached property descriptions as required by law, and that he is aware that if no property description is attached, this Affidavit will be rejected.

AFFIANT FURTHER DECLARES that if this Affidavit is intended to cancel related inscriptions, such as assignments or subordinations, in a parish where the clerk allows such cancellations, he has attached a separate list of related inscriptions.

AFFIANT WARRANTS that affiant has complied with all requirements of applicable law, including full or partial discharge of the obligation where the law requires.

AFFIANT AGREES to be liable to and to indemnify the Clerk of Court as ex officio recorder of mortgages and any person relying upon the cancellation by this affidavit for any claims or damages suffered as a consequence of such reliance if this affidavit contains materially false or incorrect statements.

AFFIANT ACKNOWLEDGES BY HIS SIGNATURE BELOW that the contents of this affidavit are true and correct to the best of his knowledge, information, and belief, and further that he is aware that knowingly preparing, signing, or filing a uniform cancellation affidavit containing materially false or incorrect statements shall subject the affiant to civil and criminal liability under Louisiana law, including the provisions of R.S. 9:5174, R.S. 14:125, and R.S. 14:133.

Signature page for UNIFORM CANCELLATION AFFIDAVIT to cancel:

MOB _____ FOLIO _____, INSTRUMENT NO. _____;

Affiant's Signature: _____

Printed Name: _____

Company Name: _____

Title: _____ **(Its duly authorized agent)**

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

FILER: Fill out below if filer is NOT the affiant:

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of Civil Code Article 3366, the undersigned filer requests the Clerk of Court and ex-officio Recorder of Mortgages to file this Uniform Cancellation Affidavit and hereby requests the cancellation referenced therein.

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____ **(Its duly authorized agent)**

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

WITH ORIGINAL PARAPHEDED NOTE

Submit original paraphed note with Request to Cancel Inscription form.

La. R.S. 9:5170

§5170. Cancellation of mortgages and privileges securing paraphed obligations

A. If a mortgage or privilege secures a note or other written obligation paraphed for identification with it, there shall be attached to the request for cancellation:

- (1) The paraphed obligation duly marked "paid" or "cancelled"; or
- (2) An authentic act describing the paraphed obligation with sufficient particularity to reasonably identify it as the one paraphed for identification with the act of mortgage or privilege and containing:
 - (a) The appearer's declaration that he is the holder and owner of the paraphed obligation and that he releases or acknowledges extinction of the mortgage or privilege or directs the recorder to cancel its recordation; and
 - (b) A declaration by the notary that the appearer presented him with the paraphed obligation and that he paraphed it for identification with his act.

B. When a person requests cancellation and the original paraphed obligation is attached to the request or is presented to the recorder with it, the recorder shall, upon that person's request, make a duplicate of the original paraphed obligation, attach it to the request for cancellation, and note upon it that it is a duplicate of the paraphed obligation that was presented. The recorder shall then paraph the original obligation for identification with the request for cancellation and return it to the person presenting the request.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Redesignated from R.S. 44:107 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011.

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

LOST PARAPHEDED NOTE BY OBLIGEE OF RECORD

Submit form consistent with applicable statute and Request to Cancel Inscription form.

La. R.S. 9:5168

§5168. Promissory notes; loss or destruction; proof by affidavit

A. When a promissory note paraphed for identification with a mortgage or act creating a vendor's privilege on immovable property has been lost or destroyed, the maker of such note or any other interested party may prove its payment by presentation of the sworn affidavit of the obligee of record of the mortgage or vendor's privilege specifically attesting to and testifying as to the truth of all of the allegations required by this Section.

B. The affidavit shall set forth all of the following:

(1) The name of the mortgagor or obligor of the privilege as it appears in the recorded mortgage or vendor's privilege and the recordation information.

(2) A description of the paraphed promissory note and the encumbered immovable property.

(3) The affiant is the obligee of record of the paraphed promissory note.

(4) The note has been lost or destroyed and cannot be presented.

(5) The note is paid, forgiven, or otherwise satisfied.

(6) The affiant authorizes the clerk of court and ex officio recorder of mortgages to cancel the inscription of the mortgage or vendor's privilege.

(7) The affiant has not sold, transferred, or assigned the note to any other person or entity.

(8) The affiant agrees to be personally liable to and indemnify the clerk of court and ex officio recorder of mortgages and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains incorrect statements that cause the recorder to incorrectly cancel the recordation of a mortgage or privilege.

C. An affidavit executed according to the provisions of this Section may be substituted for the original paraphed note as is otherwise required in R.S. 9:5107. No mandamus proceeding is required to use the provisions of this Section. Neither the clerk of court and ex officio recorder of mortgages nor his surety on his official bond shall have any liability for any damages resulting to any person or entity as a consequence of canceling the inscription of a mortgage or vendor's privilege pursuant to an affidavit which complies with this Section.

D. The clerk of court and ex officio recorder of mortgages shall not refuse to accept an affidavit which complies with this Section and shall not require the filing of a mandamus proceeding as a condition of canceling the inscription of a mortgage or vendor's privilege.

E. Any person in whose favor a cancelled inscription was recorded shall have a cause of action against the affiant in the event the note was not paid, forgiven, or otherwise satisfied and the mortgage or vendor's privilege cancelled from the mortgage records was legally enforceable. The cause of action created by this Subsection shall prescribe on the same date that the cause of action to enforce the underlying mortgage or vendor's privilege prescribes.

F. An affiant who has signed an affidavit that is provided to the clerk of court or the recorder of mortgages pursuant to this Section and that contains incorrect statements causing the recorder to incorrectly cancel the inscription of a mortgage or privilege from his certificate is liable to and shall indemnify the clerk of court or the recorder of mortgages, the sheriff, and any person relying upon the cancellation for any damages that they may suffer as a consequence of such reliance.

Acts 2008, No. 651, §1.

AFFIDAVIT OF OBLIGEE OF RECORD – LOST PARAPHEDED NOTE
(Pursuant to La. R.S. 9:5168)

State of _____

Parish/County of _____

Before me, undersigned Notary Public, personally came and appeared:

_____, hereinafter referred to as
Affiant, who after being duly sworn declared:

He/she is the obligee of record of that certain mortgage or vendor's privilege which was granted by _____
in favor of _____ which encumbers the following
described property: Lot(s) _____ Square _____ Subdivision _____

(Brief property description or described on attachment hereto made part hereof)

The above described mortgage or vendor's privilege secures a paraphed promissory note dated _____, in the original sum of \$ _____, payable to the order of _____. The above mortgage or privilege is recorded at MOB _____, folio _____, Instrument Number _____ of the official records of Jefferson Parish, Louisiana.

If assigned, the assignment is recorded at MOB _____, folio _____ Instrument Number _____.

(If necessary, add further assignment information on attachment hereto and made part hereof.)

Affiant further declared that:

- 1) the above described paraphed promissory note has been lost or destroyed and cannot be presented;
- 2) the note is paid, forgiven or otherwise satisfied;
- 3) the note has not been sold, transferred or assigned to any other person or entity;
- 4) the Clerk of Court and Ex-Officio Recorder of Mortgages of Jefferson Parish, Louisiana is hereby authorized to cancel the inscription of the above described mortgage or vendor's privilege;
- 5) Affiant agrees to be personally liable to and indemnify the Clerk of Court and Ex-Officio Recorder of Mortgages of Jefferson Parish, Louisiana and any person relying upon this cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if this recorded affidavit contains incorrect statements that cause the recorder to incorrectly cancel the recordation of the above mortgage or vendor's privilege.

Affiant's Signature: _____

Printed Name: _____

Company Name: _____

Title: _____ (Its duly authorized agent)

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

LICENSED FINANCIAL INSTITUTION

Submit form consistent with applicable statute. Forms are provided at La. R.S. 9:5173 and 9:5173.1.

La. R.S. 9:5172

§5172. Cancellation; partial cancellation; licensed financial institution

A. In lieu of complying with the provisions of R.S. 9:5169, 5170, and 5171, a request for cancellation or partial cancellation may have attached to it the signed, written act of a licensed financial institution represented by one of its officers and executed or duly acknowledged before a notary public with or without witnesses, or in any form that is otherwise self-proving under the provisions of Code of Evidence Article 902(1), (2), (3), or (8), or an act under private signature by two authorized officers of the licensed financial institution, declaring that the obligee is a licensed financial institution as defined in Subsection C of this Section and that the institution meets any of the following criteria:

(1) Was the obligee or the authorized agent of the obligee of the obligation secured by the mortgage or privilege when the obligation was extinguished and that the secured obligation has been paid or otherwise satisfied or extinguished.

(2) Is the obligee or authorized agent of the obligee of the secured obligation and that it releases the mortgage or privilege and directs the recorder to cancel its recordation.

(3) Is the obligee or authorized agent of the obligee of the secured obligation and that it partially releases the mortgage or privilege and directs the recorder to partially cancel its recordation.

B. When a request for cancellation or partial cancellation is made by the licensed financial institution, in lieu of attaching a separate act of release or partial release, the financial institution may include the information required by R.S. 9:5169, 5170, and 5171 if the request is in authentic or authenticated form or otherwise complies with Subsection A of this Section.

C. For purposes of this Section, a "licensed financial institution" is any person licensed or regulated by the Louisiana Office of Financial Institutions, or any bank, credit union, lending agency, or other person conducting such a business that is licensed or regulated by another state or the United States.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2007, No. 337, §2; Redesignated from R.S. 44:109 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011; Acts 2017, No. 62, §1.

**REQUEST FOR CANCELLATION OF MORTGAGE OR PRIVILEGE
AND RELEASE BY LICENSED FINANCIAL INSTITUTION
PURSUANT TO R.S. 9:5172**

State of _____

Parish or County of _____

BE IT KNOWN THAT on this _____ day of _____, 20____,
_____ (name of financial institution) herein represented by its undersigned duly authorized officer or officers, declares that it is a licensed financial institution as defined in R.S. 9:5172 et seq. and that one of the following statements is true and correct:

(1) The institution was the obligee or the authorized agent of the obligee of the obligation secured by the mortgage or privilege described below when the obligation was extinguished, and the secured obligation has been paid or otherwise satisfied or extinguished; or

(2) The institution is the obligee or authorized agent of the obligee of the secured obligation, and it releases the mortgage or privilege described below.

The Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish identified below is hereby expressly requested, authorized, and directed to cancel the recordation of the mortgage or privilege described as follows:

A mortgage or privilege granted by: _____

In favor of: _____

Date of Instrument: _____

Parish of Recordation: _____

Recording Data: _____

Legal description is as follows or is hereby attached as Exhibit "A":

(3) The recorder of mortgages shall not be liable for any damages resulting to any person or entity as a consequence of canceling a mortgage or vendor's privilege pursuant to this form.

[Choose one of the two following signature options.]

Officer's Signature: _____

Printed Name: _____ Title: _____

Financial Institution: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

THUS DONE AND SIGNED before me, Notary Public, on the date set forth above.

Notary Signature: _____

Printed Name of Notary: _____ State of Appointment: _____

Notary or Bar No.: _____ Commission expires: _____

OR

THUS DONE AND SIGNED by the two undersigned authorized officers of the above named financial institution.

Officer's Signature: _____

Printed Name: _____ Title: _____

Financial Institution: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Officer's Signature: _____

Printed Name: _____ Title: _____

Financial Institution: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

**REQUEST FOR PARTIAL CANCELLATION OF MORTGAGE OR PRIVILEGE
AND RELEASE BY LICENSED FINANCIAL INSTITUTION
PURSUANT TO R.S. 9:5172**

State of _____

Parish or County of _____

BE IT KNOWN THAT on this _____ day of _____, 20____,
_____ (name of financial institution) herein represented by its
undersigned duly authorized officer or officers, declares that it is a licensed financial institution as defined in R.S.
9:5172 et seq. and that one of the following statements is true and correct:

The institution is a licensed financial institution as defined in R.S. 9:5172 et seq., and is the obligee or authorized agent of
the obligee for the obligation secured by the mortgage or privilege described as follows:

A mortgage or privilege granted by: _____

In favor of: _____

Date of Instrument: _____

Parish of Recordation: _____

Recording Data: _____

The institution grants a partial release of the above-described mortgage or privilege, and does hereby release **ONLY** the
following described property from the above-described mortgage or privilege, to wit:

Legal description of released property is as follows or is hereby attached as Exhibit "A":

The institution hereby requests, authorizes, and directs the Clerk of Court and Ex-Officio Recorder of Mortgages for the
Parish in which the above-described property is situated to release the above-described property from the mortgage or privilege
described above and to partially cancel the above-described mortgage or privilege **ONLY AS TO** such described property hereby
released from the same.

The institution further expressly declares that the above-described mortgage or privilege is not released or cancelled as to
any other property described in such mortgage or privilege, and such mortgage or privilege shall continue to encumber and remain
in full force and effect as to all other property described therein.

The recorder of mortgages shall not be liable for any damages resulting to any person or entity as a consequence of partially
cancelling a mortgage or vendor's privilege pursuant to this form.

[Choose one of the two following signature options.]

Officer's Signature: _____

Printed Name: _____ Title: _____

Financial Institution: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

THUS DONE AND SIGNED before me, Notary Public, on the date set forth above.

Notary Signature: _____

Printed Name of Notary: _____ State of Appointment: _____

Notary or Bar No.: _____ Commission expires: _____

OR

THUS DONE AND SIGNED by the two undersigned authorized officers of the above named financial institution.

Officer's Signature: _____

Printed Name: _____ Title: _____

Financial Institution: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Officer's Signature: _____

Printed Name: _____ Title: _____

Financial Institution: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

PARAPHEDED NOTE CANCELLATION (BY LICENSED TITLE INSURANCE COMPANY)
Submit form consistent with applicable statute and Request to Cancel Inscription form.

La. R.S. 9:5167(B)

§5167. Cancellation of mortgage or vendor's privilege by affidavit of notary or title insurer where paraphed note or other evidence is lost or destroyed

B.(1) When a paraphed promissory note or other evidence sufficient to cause a cancellation of a mortgage or vendor's privilege is lost or destroyed, and all obligations secured by the mortgage or vendor's privilege have been satisfied, the recorder of mortgages shall cancel the mortgage or vendor's privilege upon receipt of an affidavit from an officer of a licensed title insurer that has issued or issues a title insurance policy covering the immovable property encumbered by the mortgage or vendor's privilege. The affidavit shall set forth all of the following:

(a) A description of the instrument that was lost or destroyed and an affirmative statement that the instrument has been lost or destroyed.

(b) The name of the mortgagor or obligor of the privilege as it appears in the recorded mortgage or vendor's privilege, and recordation number or other appropriate recordation information.

(c) A statement that all obligations secured by the mortgage or vendor's privilege have been satisfied.

(d) A declaration that the title insurer agrees to be liable to and indemnify the recorder of mortgages and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel the recordation of a mortgage or privilege.

(e) A statement that the affiant has made a due and diligent search for the lost or destroyed instrument, the lost or destroyed instrument cannot be located, and sixty days have elapsed since payment or satisfaction of the secured obligation.

(2) No mandamus proceeding is required to use the provisions of this Subsection.

(3) A title insurer whose officer has signed an affidavit that is provided to the recorder of mortgages pursuant to this Subsection and that contains materially false or incorrect statements causing the recorder to incorrectly cancel the recordation of a mortgage or privilege is liable to and shall indemnify the recorder and any person relying upon the cancellation for any damages that they may suffer as a consequence of such reliance.

(4) The recorder of mortgages shall not be liable for any damages resulting to any person or entity as a consequence of canceling a mortgage or vendor's privilege pursuant to an affidavit which complies with this Subsection.

Acts 1988, No. 986, §1; Acts 2005, No. 169, §8, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2007, No. 337, §1.

**AFFIDAVIT OF LOST PARAPHEDED PROMISSORY NOTE OR
RELEASE INSTRUMENT & REQUEST FOR CANCELLATION OF MORTGAGE OR
PRIVILEGE & RELEASE (BY LICENSED TITLE INSURANCE COMPANY)**

Parish/County of _____

State of _____

BE IT KNOWN THAT on this _____ day of _____, 20____, before me, the undersigned Notary Public, appeared: _____, (name of title insurance company), affiant, a licensed title insurance company as defined in the Louisiana Insurance Code (**this DOES NOT include title agents**), herein represented by its undersigned duly authorized officer, which declared that:

All obligations secured by the mortgage or vendor's privilege described below have been satisfied and the above named title insurance company has issued or will issue a policy of title insurance covering the same property which had secured a debt with the below described Mortgage or vendor's privilege.

The affiant has made a due and diligent search for the lost or destroyed paraphed promissory note or release instrument, the note or instrument cannot be located, and 60 days have elapsed since payment or satisfaction of the secured obligation.

The description of the lost note or instrument is as follows:

_____ Lost paraphed promissory note:

Granted/Made by: _____

In favor of: _____

Instrument dated _____ **Recorded in** _____ **Parish;**

Executed before _____, **Notary Public;**

OR

_____ Lost release instrument executed by: _____

The Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish identified below is hereby expressly requested, authorized, and directed to cancel the recordation of the mortgage or privilege described as follows:

A mortgage or privilege:

Granted/Made by: _____

In favor of: _____

Instrument dated _____ **Recorded in** _____ **Parish;**

Recorded in MOB _____ **FOLIO** _____, **INSTRUMENT NO.** _____;

*****Attach property description for partial release ONLY. If no property description is provided, this document is intended as a FULL release of the aforesaid inscription.*****

*****If you wish to cancel related subsequent inscriptions, list them on a request to cancel form and attach.*****

The above title insurance company agrees to be personally liable to and indemnify the recorder of mortgages and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if this affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel the recordation of a mortgage or privilege.

Affiant's Signature: _____

Printed Name: _____

Company Name: _____

Title: _____ (Its duly authorized agent)

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

SWORN TO AND SUBSCRIBED before me this _____ **day of** _____, **20** _____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

LOST PARAPHEDED NOTE (BY NOTARY PUBLIC)

Submit form consistent with applicable statute and Request to Cancel Inscription form.

La. R.S. 9:5167(A)

§5167. Cancellation of mortgage or vendor's privilege by affidavit of notary or title insurer where paraphed note or other evidence is lost or destroyed

A.(1) When a promissory note paraphed for identification with a mortgage or act creating a vendor's privilege on immovable property has been lost or destroyed after receipt by the notary public who satisfied the promissory note out of the proceeds of an act of sale or mortgage executed before him, or with funds given to him for that purpose, the clerk of court or recorder of mortgages may cancel the mortgage or vendor's privilege upon receipt of an affidavit from the notary public. The affidavit shall set forth all of the following:

(a) The name of the mortgagor or obligor of the privilege as it appears in the recorded mortgage or vendor's privilege and recordation information.

(b) A description of the paraphed promissory note and the property.

(c) A statement that the affiant or someone under his direction did satisfy the promissory note.

(d) That the affiant or someone under his direction:

(i) Received the note marked "Paid in Full" from the last holder of the note, and that the note was lost or destroyed while in the affiant's custody; or

(ii) Has confirmed that the last holder of the paraphed note received payment in full and sent the note and the note was never received.

(e) That the affiant agrees to be personally liable to and indemnify the recorder of mortgages and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel the recordation of a mortgage or privilege.

(f) A statement that the affiant has made a due and diligent search for the note, the note cannot be located, and sixty days have elapsed since payment or satisfaction of the note.

(2) No mandamus proceeding is required to use the provisions of this Subsection.

(3) A person who signed an affidavit that is provided to the recorder of mortgages pursuant to this Subsection and that contains materially false or incorrect statements causing the recorder to incorrectly cancel the recordation of a mortgage or privilege is liable to and shall indemnify the recorder and any person relying upon the cancellation for any damages that they may suffer as a consequence of such reliance.

(4) The recorder of mortgages shall not be liable for any damages resulting to any person or entity as a consequence of canceling a mortgage or vendor's privilege pursuant to an affidavit which complies with this Subsection.

**AFFIDAVIT OF LOST PARAPHEDED PROMISSORY NOTE &
AUTHORIZATION TO CANCEL MORTGAGE (BY NOTARY PUBLIC)**

State of _____

Parish/County of _____

BE IT KNOWN THAT on this _____ day of _____, 20____, before me, the undersigned Notary Public, appeared: _____, a duly licensed Notary Public, who, after being duly sworn, did depose and say that he or someone under his direction did satisfy the paraphed promissory note described below and:

1) Received the note marked "Paid in Full" from the last holder of the note; and that the note was lost or destroyed while in the affiant's custody;

OR

2) Has confirmed that the last holder of the paraphed note received payment in full and sent the note and the note was never received.

The Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish identified below is hereby expressly requested, authorized, and directed to cancel the recordation of the mortgage or privilege described as follows:

Description of the paraphed promissory note, inscription to be cancelled, and the property:

Granted/Made by: _____

In favor of: _____

Instrument dated _____ **Recorded in** _____ **Parish;**

Executed before _____, **Notary Public;**

Recorded in MOB _____ **FOLIO** _____, **INSTRUMENT NO.** _____;

Legal description of subject property: _____

The affiant agrees to be personally liable to and indemnify the recorder of mortgages and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel the recordation of a mortgage or privilege recorded at MOB _____ folio _____, Instrument No.: _____.

The affiant has made a due and diligent search for the note, the note cannot be located, and 60 days have elapsed since payment or satisfaction of the note.

Affiant's Signature: _____

Printed Name: _____

Notary or Bar No.: _____ **Commission expires:** _____

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable):

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

COURT ORDERED CANCELLATION OF MORTGAGE
Submit court order and Request to Cancel Inscription.

La. R.S. 44:114

§114. Actions against the recorder

A. Any interested person may bring an action against the recorder in his official capacity to:

- (1) Compel the recordation of any instrument or document authorized or permitted to be recorded.
- (2) Compel the cancellation from the records of any instrument or document authorized or permitted to be cancelled.
- (3) Cancel from the records any improperly recorded instrument or document.
- (4) Declare, pursuant to R.S. 44:112, the extinction of rights.
- (5) Correct any error or omission in the records.
- (6) Issue any certificate or perform any other duty required of the recorder by this Chapter.
- (7) Take any action that is otherwise expressly authorized by the provisions of this Chapter.

B. The action may be instituted by writ of mandamus directed to the recorder in his official capacity.

C. The action shall be filed in any parish where the records to be affected are located or the action of the recorder is to be taken.

D. All persons whose rights will be directly affected by the relief sought shall be joined in the action.

E. The recorder is not liable personally or in his official capacity for the costs of any action instituted pursuant to the provisions of this Section.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005

La. R.S. 9:5171

§5171. Cancellation; certified copy of order, decree or other instrument

If a cancellation is to be effected pursuant to a certificate by a sheriff, marshal, or other officer as a consequence of a judicial sale, or other decree or action, the request for cancellation shall have attached to it a certified copy of the order, decree, or other instrument evidencing the extinction or directing the cancellation.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Redesignated from R.S. 44:108 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011.

*****SAMPLE COURT ORDER*****

State of Louisiana, Parish of Jefferson

____ 24th Judicial District Court

____ First Parish Court

____ Second Parish Court

NO: _____

DIVISION “ _____ ”

vs.

ORDER TO CANCEL MORTGAGE INSCRIPTION

ORDER

IT IS ORDERED, ADJUDGED, AND DECREED that the

recorded in the mortgage records of the
Parish of Jefferson, State of Louisiana, is ordered to be cancelled, and the Clerk of Court, Recorder
of Mortgages for the Parish of Jefferson is hereby authorized and empowered to cancel and erase
from the records of his office the _____ dated
_____, recorded in Mortgage Office Book _____, Folio _____.

JUDGE SIGNATURE

JUDGE STAMP (PRINTED NAME)

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable):

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

NON-PARAPHEDED OBLIGATION RELEASE BY OBLIGEE OF RECORD

Submit form consistent with applicable statute and Request to Cancel Inscription.

La. R.S. 9:5169

§5169. Cancellation of mortgages and privileges not securing paraphed obligations

A. If a mortgage or privilege does not secure a note or other written obligation that is paraphed for identification with it, the request for cancellation shall have attached to it an act executed before a notary public or duly acknowledged before a notary public with or without witnesses or any act that is otherwise self-proving under the provisions of Code of Evidence Article 902(1), (2), (3), or (8), signed by the obligee of record of the mortgage or privilege that acknowledges the satisfaction or extinction of the secured obligation, releases or acknowledges the extinction of the mortgage or privilege, or directs the recorder to cancel its recordation.

B. A request for cancellation by an assignee must also provide the name of the mortgagor or obligor of the privilege as it appears in the recorded instrument and registry number or other appropriate recordation information of the instrument.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2007, No. 337, §2; Redesignated from R.S. 44:106 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011.

RELEASE BY OBLIGEE OF RECORD OF AN UNPARAPHEDED OBLIGATION
(Pursuant to La. R.S. 9:5169)

State of _____

Parish/County of _____

Before me the undersigned Notary, duly commissioned and qualified in and for the above named Parish/County and State, and in the presence of competent witnesses, personally came and appeared: _____ represented herein by _____, (title): _____, its duly authorized representative, who, after being first sworn declared:

The above named appearer was the obligee of record of the mortgage or privilege described below, when the mortgage or privilege was paid, extinguished, or otherwise satisfied.

The obligation secured by the mortgage or privilege is hereby released and the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby expressly requested, authorized and directed to cancel the recordation of the mortgage or privilege described as follows:

A mortgage, lien, or privilege:

Granted/Made by: _____

In favor of: _____

Instrument dated _____ Recorded in _____ Parish;

Executed before _____, Notary Public;

Recorded in MOB _____ FOLIO _____, INSTRUMENT NO. _____;

Legal description of subject property: _____

****Attach property description for partial release ONLY. If no property description is provided, this document is intended as a FULL release of the aforesaid inscription.****

****If you wish to cancel related subsequent inscriptions, list them on the Request to Cancel Inscription form.****

Witnesses:

_____ Affiant's Signature: _____

_____ Printed Name: _____

Company Name: _____

Title: _____ (Its duly authorized agent)

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Telephone #: _____ Email: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ State of Appointment: _____

Notary or Bar No.: _____ Commission expires: _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

_____ **DATE** _____ **SIGNATURE**

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: __ (____) _____

CANCELLATION WHEN MORTGAGEE DOES NOT SEND RELEASE

Submit form consistent with applicable statute and Request to Cancel Inscription.

La. R.S. 9:5167.1

*****Note: Pursuant to Paragraph E, Release is also Recorded in Mortgage Records.*****

§5167.1. Cancellation of mortgage inscription by affidavit; penalties

A. A mortgagee shall execute and deliver sufficient acceptable documentation, as required by the clerk of court and ex officio recorder of mortgages for the cancellation of a mortgage, to the mortgagor or the mortgagor's designated agent within sixty days after the date of receipt of full payment of the balance owed on the debt secured by the mortgage in accordance with a payoff statement. The payoff statement shall be furnished by the mortgagee or its mortgage servicer. If the mortgagee fails to execute and deliver acceptable documentation, an authorized officer of a title insurance business, the closing notary public, or the notary public for the person or entity which made the payment may, on behalf of the mortgagor or an owner of the property encumbered by the mortgage, execute an affidavit that complies with the requirements of this Section and record the affidavit in the mortgage records of each parish in which the mortgage was recorded.

B. An affidavit executed under this Section shall state that:

(1) The affiant is an authorized officer of a title insurance business, the closing notary public, or the attorney for the person or entity which made the payment.

(2) The affidavit is made on behalf of the mortgagor or an owner of the property encumbered by the mortgage.

(3) The mortgagee provided a payoff statement with respect to the loan secured by the mortgage. PROVIDE COPY OF PAYOFF STATEMENT

(4) The affiant has ascertained that the mortgagee has received payment of the loan secured by the mortgage in accordance with the payoff statement, as evidenced by: PROVIDE COPY

(a) A bank check, certified check, or escrow account check which has been negotiated by or on behalf of the mortgagee; or

(b) Other documentary evidence of the receipt of payment by the mortgagee, including but not limited to verification that the funds were wired to the mortgagee.

(5) More than sixty days have elapsed since the date payment was received by the mortgagee and the mortgagee has not returned documentary authorization for cancellation of the mortgage.

(6) The mortgagee has been given at least fifteen days notice in writing of the intention to execute and record an affidavit in accordance with this Section, with a copy of the proposed affidavit attached to the written notice.

C. The affidavit shall include the names of the mortgagor and the mortgagee, the date of the mortgage, and the book and page, or folio, or clerk's file number of the immovable property records where the mortgage is recorded, together with similar information for a recorded assignment of the mortgage.

D. The affiant shall attach to the affidavit the documentary evidence that payment has been received by the mortgagee including a copy of the payoff statement. Evidence of payment may include a copy of the canceled check indicating endorsement by the mortgagee or other documentary evidence described in Subsection B.

E. An affidavit executed and recorded as provided by this Section shall constitute a release of and an authority to cancel the mortgage described in the affidavit. The clerk of court and ex officio recorder of mortgages may rely on the sworn statements contained within the affidavit and has no duty to traverse the contents thereof.

F. The clerk of court and ex officio recorder of mortgages shall index the affidavit in the names of the original mortgagee and the last assignee of the mortgage appearing of record as the grantors and in the name of the mortgagor as grantee, and shall cancel the inscription of the mortgage and assignments from the mortgage records.

G. The intentional falsification of information by the affiant in an affidavit filed in the office of the recorder of mortgages is subject to the provisions of R.S. 14:132, governing the crime of injuring public records. The affiant shall also be liable for any damages, attorney fees, and expenses occasioned by a fraudulently executed affidavit.

H. As used in this Section:

(1) "Attorney for the person or entity making payment" is an attorney licensed to practice law in this state who certifies in the affidavit that he is authorized to make the affidavit on behalf of the person or entity making payment.

(2) "Closing" shall have the same meaning as provided in R.S. 22:512(2) and (15).

(3) "Closing notary public" is the duly commissioned notary public who executes the required documents or performs notarial functions at the closing.

(4) "Payoff statement" is the statement of the following:

(a) The unpaid balance of a loan secured by a mortgage, including principal, interest, and other charges properly assessed under the loan documentation of the mortgage.

(b) The interest on a per diem basis for the unpaid balance.

(5) "Title insurance business" shall have the same meaning as provided in R.S. 22:512(17). Acts 1999, No. 869, §1; Acts 2008, No. 415, §2, eff. Jan. 1, 2009.

**AFFIDAVIT BY TITLE INSURER OR CLOSING NOTARY
MORTGAGEE HAS NOT PROVIDED RELEASE
La. R.S. 9:5167.1**

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned Notary Public, personally came and appeared _____, who being duly sworn declared as follows:

(1) The affiant is an authorized officer of the title insurance business, _____, the closing notary public, or the attorney for the person or entity which made the payment.

(2) The affidavit is made on behalf of the mortgagor or an owner of the property encumbered by the mortgage.

(3) The mortgagee provided a payoff statement with respect to the loan secured by the mortgage. ATTACHED IS A COPY OF PAYOFF STATEMENT

(4) The affiant has ascertained that the mortgagee has received payment of the loan secured by the mortgage in accordance with the payoff statement, as evidenced by: ATTACHED COPY OF:

(a) A bank check, certified check, or escrow account check which has been negotiated by or on behalf of the mortgagee; or

(b) Other documentary evidence of the receipt of payment by the mortgagee, including but not limited to verification that the funds were wired to the mortgagee.

(5) More than sixty days have elapsed since the date payment was received by the mortgagee and the mortgagee has not returned documentary authorization for cancellation of the mortgage.

(6) The mortgagee has been given at least fifteen days notice in writing of the intention to execute and record an affidavit in accordance with this Section, with a copy of the proposed affidavit attached to the written notice.

THE CLERK OF COURT AND EX-OFFICIO RECORDER OF MORTGAGE FOR JEFFERSON PARISH, LOUISIANA, IS HEREBY EXPRESSLY REQUESTED, AUTHORIZED AND DIRECTED TO CANCEL THE RECORDATION OF THE MORTGAGE OR PRIVILEGE DESCRIBED AS FOLLOWS:

MORTGAGOR: _____

ORIGINAL MORTGAGEE: _____

DATE OF MORTGAGE: _____

RECORDED IN MOB _____ FOLIO _____ OR INSTRUMENT # _____

(7) Affiant acknowledges that the this affidavit executed and recorded as provided by this Section shall constitute a release of and an authority to cancel the mortgage described in the affidavit and that the Clerk of Court and ex-officio Recorder of Mortgage may rely on the sworn statement contained herein and has no duty to traverse the contents thereof.

The affiant agrees to be personally liable to and indemnify the recorder of mortgages and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if this affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel the recordation of a mortgage or privilege.

Affiant's Signature: _____

Printed Name: _____

Company Name: _____

Title: _____ (Its duly authorized agent)

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
 Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
 Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
 Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
 Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.
 Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

_____ _____
DATE **SIGNATURE**

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: __ (____) _____

SECTION C – Other Inscriptions Filed in Mortgage Records

Submit appropriate release consistent with applicable statute and Request to Cancel Inscription.

BOND FOR DEED

JUDGMENT

LIS PENDENS

LIEN

NOTICE OF PROPERTY BOND

ACCEPTANCE OF UNRECORDED BUILDING CONTRACT

PROPERTY BOND MORTGAGE

JUDGMENT OF BOND FORFEITURE

BUILDING CONTRACT

ASSIGNMENT OF LEASES & RENTS

La. Civil Code Article 3277

CHAPTER 8 – OF THE MANNER IN WHICH PRIVILEGES ARE EXTINGUISHED

Art. 3277. Methods of extinction.

Privileges become extinct:

1. By the extinction of the thing subject to the privilege.
2. By the creditor acquiring the thing subject to it.
3. By the extinction of debt which gave birth to it.
4. By prescription.

“CONFUSION” INSCRIPTIONS

For cancellation of “confusion” documents, draft a release that provides full description and recordation information of the subject Bond for Deed, authorize and indemnify the clerk of court for the cancellation, and attach a Request to Cancel Inscription form.

La. Civil Code Article 1903

SECTION 6. CONFUSION

Art. 1903. Union of qualities of obligee and obligor

When the qualities of obligee and obligor are united in the same person, the obligation is extinguished by confusion. Acts 1984, No. 331, §1, eff. Jan. 1, 1985.

BOND FOR DEED – BY DEFAULT

Submit form consistent with applicable statute and Request to Cancel Inscription.

La. R.S. 9:2945

§2945. Cancellation of bond for deed upon default

A. If the buyer under a bond for deed contract shall fail to make the payments in accordance with its terms and conditions, the seller, at his option, may have the bond for deed cancelled by proper registry in the conveyance records, provided he has first caused the escrow agent to serve notice upon the buyer, by registered or certified mail, return receipt requested, at his last known address, that unless payment is made as provided in the bond for deed within forty-five days from the mailing date of the notice, the bond for deed shall be cancelled.

B. Where there is no mortgage or privilege existing upon the property, and the buyer shall be in default, the seller shall exercise the right of cancellation in the same manner.

C. The fee of the clerk of court for the registry of the cancellation shall not exceed the legal rate per hundred words fixed for conveyance registries.¹

Acts 1999, No. 517, §1.

¹As appears in enrolled bill.

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: __ (____) _____

CANCELLATION BY BANKRUPTCY DISCHARGE

Submit form consistent with applicable statute and Request to Cancel Inscription.

La. R.S. 9:5175

§5175. Order of discharge in bankruptcy; effect

A. A judgment debtor in whose favor a United States Bankruptcy Court has entered an order of discharge, or any person whose rights are or may be affected by the order, may bring an action in accordance with the provisions of R.S. 44:114, against the recorder of mortgages of a parish in which the judgment is recorded to declare the judicial mortgage created by its recordation extinguished ***and order the recordation of the judgment cancelled from the records of the parish and any other parish in which the judgment is recorded.***

B.(1) Upon proof of the order of discharge, and that the judgment is for a claim that has been discharged, the court shall declare extinguished the judicial mortgage evidenced by the recordation of the judgment and order the recordation of the judgment cancelled unless the judgment creditor, or any other party to the action whose rights are or may be adversely affected by the cancellation, proves that the judgment creditor or such other person possesses equity in property as a result of the judicial mortgage over and above superior liens, in which case the order of cancellation shall expressly exclude its effect as to that property.

(2) If a bankruptcy court order authorizing the sale of property free and clear of all judgments, mortgages, and privileges does not specify the discharged judgments, mortgages, or privileges to be cancelled, the trustee or former trustee in the proceedings, or his attorney of record, may specify by affidavit which discharged judgments, mortgages, or privileges are to be partially cancelled as to the particular property subject to the order. ***The affidavit and a Request to Cancel shall be filed with the bankruptcy court order. The affidavit shall contain all of the following information:***

- (a) A statement that the debtor filed a petition under the United States Bankruptcy Code.
- (b) The name of the court where the bankruptcy proceeding was filed.
- (c) The date on which the petition was filed.
- (d) A statement that the debt or debts upon which the judgment, mortgage, or privilege is based were listed in the bankruptcy proceeding.
- (e) A description of the particular property to be released and a statement that the property is free and clear of all judgments, mortgages, or privileges.
- (f) A listing of the judgments, mortgages, or privileges, including the clerk's office identification by instrument number, book, or folio.
- (g) A certified copy of the bankruptcy court order.

C.(1) A judgment debtor may obtain a partial cancellation of the inscription of a judgment as it affects property not owned by the judgment debtor on the date of his filing a petition under Chapter 7 of the United States Bankruptcy Code upon the filing of an affidavit in accordance with this Subsection.

(2) The affidavit shall contain all of the following:

- (a) A statement that the judgment debtor filed a petition under Chapter 7 of the United States Bankruptcy Code.
- (b) The name of the court where the bankruptcy proceeding was filed.
- (c) The date on which the petition was filed.
- (d) A statement that the debt or debts upon which the judgment is based were listed in the bankruptcy proceeding and that the debtor was subsequently released from personal liability on the debt or debts by virtue of a discharge in bankruptcy.
- (e) A description of any particular property to be partially released and a statement that the property was not owned by the debtor at the time of filing the bankruptcy proceeding.
- (f) A copy of the schedule or schedules listing the debt.
- (g) A copy of the discharge order.

(3) Upon the filing of an affidavit in compliance with this Subsection, the recorder shall partially cancel the judgment insofar as it affects the property described in the affidavit and any property that may have been acquired after the date stated in Subparagraph (2)(c) of this Subsection that the debtor filed his petition for bankruptcy.

(4) For purposes of this Subsection, a debtor is deemed to own inherited property as of the date of death of the decedent from whom he inherited the property.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Redesignated from R.S. 44:111 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011; Acts 2012, No. 179, §1.

**AFFIDAVIT TO PARTIALLY RELEASE JUDGMENTS
DISCHARGE IN BANKRUPTCY**

State of _____

Parish/County of _____

BE IT KNOWN THAT on this ____ day of _____, 20____, before me, the undersigned Notary Public, appeared: _____, Purchaser, Mortgagor or Seller of the following described property; brief legal description: _____ and bearing the municipal address: _____, **(FULL LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")**.

Affiant hereby declares that on _____ (date), (he/she) filed a petition for bankruptcy relief under Chapter 7 of the United State Bankruptcy Code in the proceeding # _____ of the _____ (Court).

The debts described below were listed in Schedule _____ of the bankruptcy proceedings.

(A COPY OF SCHEDULE ANNEXED HERETO AS "EXHIBIT B", in globo)

1. A Judgment against: _____;
In favor of: _____;
dated _____, Case # _____ Recorded in Jefferson Parish;
Recorded in MOB _____ FOLIO _____, INSTRUMENT NO. _____;
2. A Judgment against: _____;
In favor of: _____;
dated _____, Case # _____ Recorded in Jefferson Parish;
Recorded in MOB _____ FOLIO _____, INSTRUMENT NO. _____;

Affiant further declares the above inscriptions are not applicable to the above described property pursuant to La. R.S. 44 Sec 111, based on the following:

1. Affiant was discharged and released as to personal liability by virtue of the discharge granted on _____ (date), **(A COPY OF DISCHARGE IS ANNEXED HERETO AS "EXIBIT C")**.
2. The property described above was acquired by Affiant(s) on _____ date, after the Affiant's bankruptcy discharge and, therefore, the above inscription(s) will not attach to this property.

The Affiant requests the Jefferson Parish Clerk of Court and Recorder of Mortgage to partially release the said inscriptions only as to the property herein described above in accordance with La R.S. 44:111C and agrees to indemnify and hold harmless any party relying upon this affidavit for any loss that may be sustained as a result thereof.

Affiant's Signature: _____

Printed Name: _____

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: __ (____) _____

LIS PENDENS WHEN JUDGMENT IN ACTION HAS BEEN CANCELLED
Submit form consistent with applicable statute and Request to Cancel Inscription.

La. Code of Civil Procedure Article 3753

Art. 3753. Cancellation of notice of pendency

When judgment is rendered in the action or proceeding against the party who filed the notice of the pendency thereof, the judgment shall order the cancellation of the notice at the expense of the party who filed it, and as part of the costs of the action or proceeding. Nevertheless, the notice of pendency filed in connection with the proceeding which gave rise to the judgment shall be canceled at the request of any interested party if the judgment has been canceled or if the action or proceeding has been dismissed.

Acts 1999, No. 870, §1.

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

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Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

CANCELLATION BY LIEN BOND

Submit form consistent with applicable statute and Request to Cancel Inscription. Surety's Power of Attorney or receipt of filing in Registry of Court must be attached.

La. R.S. 9:4835

§4835. Filing of bond or other security; cancellation of statement of claim or privilege or notice of pendency of action

A. If a statement of claim or privilege or a notice of pendency of action is filed, any interested party may deposit with the recorder of mortgages either a bond of a lawful surety company authorized to do business in the state, cash, or certified funds to guarantee payment of the obligation secured by the privilege or that portion as may be lawfully due together with interest, costs, and attorney fees to which the claimant may be entitled up to a total amount of one hundred twenty-five percent of the principal amount of the claim as asserted in the statement of claim or privilege or such a suit. A surety shall not have the benefit of division or discussion.

B. If the recorder of mortgages finds the amount of the cash or certified funds, or the terms and amount of a bond deposited with him to be in conformity with this Section, he shall note his approval on the bond and make note of either the bond or of the cash or certified funds in the margin of the statement of claim or privilege or notice of pendency of action as it is recorded in the mortgage records and cancel the statement of claim or privilege or the notice of pendency of action from his records by making an appropriate notation in the margin of the recorded statement or notice. The bond shall not be recorded but shall be retained by the recorder of mortgages as a part of his records.

C. Any party who files a bond or other security to guarantee payment of an obligation secured by a privilege in accordance with the provisions of R.S. 9:4835(A) shall give notice to the owner of the immovable, the holder of the lien, and the contractor of the improvements to the immovable by certified mail to the address of the immovable or to the lienholder's address in the case of notice to the lienholder.

Acts 1981, No. 724, §1, eff. Jan. 1, 1982. Acts 1984, No. 388, §1; Acts 1985, No. 556, §1; Acts 2012, No. 394, §2; Acts 2014, No. 182, §1.

RELEASE OF LIEN BY LIEN BOND

STATE OF _____

PARISH OF _____

Know all men by these presents, that _____ (principal) and _____, a surety company authorized to do and doing business in the State of Louisiana, as surety, are held and firmly bound unto the Clerk of Court and/or Ex-Officio Recorder of Mortgages in the Parish of Jefferson, and _____ (lien holder), in the sum of _____ (dollars) (\$ _____), for the payment whereof we bind ourselves, our heirs, executors and administrators, firmly by these presents, on this _____ day of _____, 20 ____.

Whereas _____ did execute a lien dated _____, 20 ____, which was recorded in Mortgage Office Book _____, Page _____, and/or Instrument number _____, of the Mortgage Records of Jefferson Parish, Louisiana, thereby claiming a lien against _____, in the amount of _____ (dollars) (\$ _____), and

Whereas, _____ desires to bond said claim of lien or privilege as authorized by the provisions of La. R.S. 9:4801 *et seq* and La. R.S. 9:4835.

Now the condition of the above obligation is such that in the event that the legality of the aforesaid claim of lien is established by suit or otherwise, this bond shall remain in full force and effect to protect the interest of the claimant in the premises and to secure payment of said claim by _____.

Accordingly, said Clerk of Court and/or Ex-Officio Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, is hereby requested, authorized, and directed to release said lien recorded in Mortgage Office Book _____ Page _____ and/or Instrument number _____ and substitute in lieu thereof this bond.

WITNESSES:

Principal Signature

Printed Name and Title

WITNESSES:

Surety Signature

Printed Name and Title

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

CANCELLATION OF NOTICE OF PROPERTY BOND
Submit court order and Request to Cancel Inscription.

La. Code of Criminal Procedure Article 348

Art. 348. Cancellation of bail bond

The court shall order the bail bond canceled when there is no further liability thereon.

Acts 1993, No. 834, §1, eff. June 22, 1993.

State of Louisiana

Parish of _____

Versus

State of Louisiana

Case # _____ Div.: “ _____ ”
(If applicable)

**MOTION & ORDER
TO CANCEL PROPERTY BOND, AFFIDAVIT, OR MORTGAGE**

ON MOTION OF _____,
defendant/surety in this matter, appearing herein through the undersigned, and on suggesting to
this Honorable Court that this matter has been completed and otherwise resolved, and that the
Property Bond, Affidavit, or Mortgage is no longer required and that mover now desires to cancel
the Property Bond, Affidavit, or Mortgage **against:**
_____ (SURETY), **dated**
_____, in the **amount of: \$** _____, and recorded
in **Mortgage Office Book** _____, **Folio** _____, Parish of Jefferson, State of Louisiana.

DEFENDANT/SURETY

ORDER

IT IS ORDERED, ADJUDGED, AND DECREED that the Motion to Cancel the
Property Bond, Affidavit, or Mortgage in this matter, in favor of the State of Louisiana, and
against: _____ (SURETY), **dated**
_____, in the **amount of: \$** _____, and recorded in
Mortgage Office Book _____, **Folio** _____, Parish of Jefferson, State of Louisiana, **IS**
GRANTED, and the Clerk of Court for the Parish of Jefferson is hereby authorized and
empowered to cancel and erase from the records of his office, the Property Bond, Affidavit, or
Mortgage recorded in **Mortgage Office Book** _____, **Folio** _____.

JUDGE Signature

JUDGE Stamp (PRINTED NAME)

APPROVED BY: _____
ASSISTANT DISTRICT ATTORNEY

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

CANCELLATION OF PROPERTY BOND MORTGAGE

Submit court order and Request to Cancel Inscription.

La. Code of Criminal Procedure Article 319

Art. 319. Conditions for providing a property bond

A. A defendant or a secured personal surety, pursuant to Article 312, may establish a legal mortgage over immovable property in favor of the state of Louisiana or the proper political subdivision to secure a bail obligation.

B. The mortgage is established upon the recordation of a written mortgage, in authentic form satisfactory to the officer authorized to receive the bail, in the mortgage records of the parish where the immovable is located that:

- (1) Contains the name and signature of the person making the mortgage.
- (2) Describes the immovable and declares that a mortgage is given over it as security for the performance of the bail obligation.
- (3) Certifies that the person making the mortgage owns the immovable and states its value, in excess of the amount of all encumbrances against it.
- (4) Attaches to it a copy of the order fixing the bail obligation.

C. The person providing the security shall deliver a certified copy of the recorded statement establishing the mortgage and a mortgage certificate to the officer authorized to receive the bail. The officer may require additional evidence of ownership and value of the mortgaged property including a copy of the current tax assessment.

D.(1) The recorder shall cancel the mortgage from his records upon the order of the court.

(2) In all other cases, the effect of its recordation shall cease ten years after its recordation unless it is reinscribed in the manner otherwise provided by law.

E. Any materially false or incorrect statements made by a person who intentionally and knowingly gives a mortgage or security interest pursuant to this Article shall be prima facie proof of a violation of the provisions of R.S. 14:125, false swearing.

Amended by Acts 1979, No. 161, §1; Acts 1993, No. 834, §1, eff. June 22, 1993; Acts 1994, 3rd Ex. Sess., No. 52, §1, eff. Sept. 1, 1994; Acts 2010, No. 914, §1.

State of Louisiana

Parish of _____

Versus

State of Louisiana

Case # _____ Div.: “ _____ ”
(If applicable)

**MOTION & ORDER
TO CANCEL PROPERTY BOND, AFFIDAVIT, OR MORTGAGE**

ON MOTION OF _____,
defendant/surety in this matter, appearing herein through the undersigned, and on suggesting to
this Honorable Court that this matter has been completed and otherwise resolved, and that the
Property Bond, Affidavit, or Mortgage is no longer required and that mover now desires to cancel
the Property Bond, Affidavit, or Mortgage **against:**
_____ (SURETY), **dated**
_____, in the **amount of: \$** _____, and recorded
in **Mortgage Office Book** _____, **Folio** _____, Parish of Jefferson, State of Louisiana.

DEFENDANT/SURETY

ORDER

IT IS ORDERED, ADJUDGED, AND DECREED that the Motion to Cancel the
Property Bond, Affidavit, or Mortgage in this matter, in favor of the State of Louisiana, and
against: _____ (SURETY), **dated**
_____, in the **amount of: \$** _____, and recorded in
Mortgage Office Book _____, **Folio** _____, Parish of Jefferson, State of Louisiana, **IS**
GRANTED, and the Clerk of Court for the Parish of Jefferson is hereby authorized and
empowered to cancel and erase from the records of his office, the Property Bond, Affidavit, or
Mortgage recorded in **Mortgage Office Book** _____, **Folio** _____.

JUDGE Signature

JUDGE Stamp (PRINTED NAME)

APPROVED BY: _____
ASSISTANT DISTRICT ATTORNEY

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable):

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

CANCELLATION OF JUDGMENT OF BOND FORFEITURE

Submit court order and Request to Cancel Inscription.

La. R.S. 44:114

§114. Actions against the recorder

A. Any interested person may bring an action against the recorder in his official capacity to:

- (1) Compel the recordation of any instrument or document authorized or permitted to be recorded.
- (2) Compel the cancellation from the records of any instrument or document authorized or permitted to be cancelled.
- (3) Cancel from the records any improperly recorded instrument or document.
- (4) Declare, pursuant to R.S. 44:112, the extinction of rights.
- (5) Correct any error or omission in the records.
- (6) Issue any certificate or perform any other duty required of the recorder by this Chapter.
- (7) Take any action that is otherwise expressly authorized by the provisions of this Chapter.

B. The action may be instituted by writ of mandamus directed to the recorder in his official capacity.

C. The action shall be filed in any parish where the records to be affected are located or the action of the recorder is to be taken.

D. All persons whose rights will be directly affected by the relief sought shall be joined in the action.

E. The recorder is not liable personally or in his official capacity for the costs of any action instituted pursuant to the provisions of this Section.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005.

La. R.S. 9:5171

§5171. Cancellation; certified copy of order, decree or other instrument

If a cancellation is to be effected pursuant to a certificate by a sheriff, marshal, or other officer as a consequence of a judicial sale, or other decree or action, the request for cancellation shall have attached to it a certified copy of the order, decree, or other instrument evidencing the extinction or directing the cancellation.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Redesignated from R.S. 44:108 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011.

State of Louisiana, Parish of Jefferson

____ 24th Judicial District Court

____ First Parish Court

____ Second Parish Court

No.: _____

Division: “ _____ ”

State of Louisiana

vs.

MOTION & ORDER TO CANCEL JUDGMENT OF BOND FORFEITURE

MOTION

ON MOTION OF _____,
defendant/surety in this matter, appearing herein through the undersigned, and on suggesting to this Honorable Court that this matter has been completed, the attachment has been recalled, and that mover now desires to set aside the **Judgment of Bond Forfeiture against:** _____, **in the amount of:** \$ _____, recorded in **Mortgage Office Book** _____, **Folio** _____, **dated** _____, Parish of Jefferson, State of Louisiana.

DEFENDANT/SURETY

ORDER

IT IS ORDERED, ADJUDGED, AND DECREED that the Motion to Set Aside and Cancel the Judgment rendered in this matter, in favor of the State of Louisiana, and **against:** _____, recorded in the mortgage records of the Parish of Jefferson, State of Louisiana, be granted and the Clerk of Court for the Parish of Jefferson is hereby authorized and empowered to cancel and erase from the records of his office the Judgment of Bond Forfeiture **dated** _____, recorded in **Mortgage Office Book** _____, **Folio** _____.

JUDGE Signature

JUDGE Stamp (PRINTED NAME)

APPROVED BY: _____
ASSISTANT DISTRICT ATTORNEY

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

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Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable):

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

BUILDING CONTRACT PRIVATE WORKS (NO WORK BEGUN)

Submit form consistent with applicable statute, Request to Cancel Inscription, and Lien & Privilege Certificate.

La. R.S. 9:4811

SUBPART C. WORK PERFORMED BY GENERAL CONTRACTORS

§4811. Notice of a contract with a general contractor to be filed

A. Written notice of a contract between a general contractor and an owner shall be filed as provided in R.S. 9:4831 before the contractor begins work, as defined by R.S. 9:4820, on the immovable. The notice:

- (1) Shall be signed by the owner and contractor.
- (2) Shall contain the legal property description of the immovable upon which the work is to be performed and the name of the project.
- (3) Shall identify the parties and give their mailing addresses.
- (4) Shall state the price of the work or, if no price is fixed, describe the method by which the price is to be calculated and give an estimate of it.
- (5) Shall state when payment of the price is to be made.
- (6) Shall describe in general terms the work to be done.

B. A notice of contract is not improperly filed because of an error in or omission from the notice in the absence of a showing of actual prejudice by a claimant or other person acquiring rights in the immovable. An error or omission of the identity of the parties or their mailing addresses or the improper identification of the immovable shall be prima facie proof of actual prejudice.

C. A notice of contract is not improperly filed because a proper bond is not attached.

D. A general contractor shall not enjoy the privilege granted by R.S. 9:4801 if the price of the work stipulated or reasonably estimated in his contract exceeds twenty-five thousand dollars unless notice of the contract is timely filed.

E. If a notice of contract is mutually released by the owner and contractor, then the contract will have no effect, provided no work has begun on the land or materials placed on the site. The recorder of mortgages shall immediately cancel the contract upon the filing of the mutual release and an affidavit made by a registered or certified engineer or surveyor, licensed architect, or building inspector employed by the city or parish or by a lending institution chartered under federal or state law, that states he inspected the immovable at a specified time subsequent to the filing of the contract and work had not been commenced and no materials placed at the site. If the contract, or a certified copy, is then refiled, the refiling date shall become the effective date for privilege for work done pursuant to the contract in accordance with R.S. 9:4820(A)(1).

Acts 1988, No. 685, §1, eff. Jan. 1, 1989; Acts 2003, No. 729, §1.

CANCELLATION OF BUILDING CONTRACT (NO WORK)

State of Louisiana

Parish of Jefferson

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within the Parish and State
aforementioned, personally came and appeared:

_____, hereinafter called "OWNER(S)," and
_____, hereinafter called "CONTRACTOR,"

who, being by me first duly sworn and deposed, said:

That they are, respectively, the owner and contractor who entered into a certain contract dated
_____, 20 ____; Recorded in Mortgage Office Book _____ Folio _____,
instrument number _____, of the records of the Parish of Jefferson, State of Louisiana,
with respect to the property described as follows:

That no work has begun nor were materials placed on the site. That there are no building,
materialmen's or laborer's liens or privileges existing against the said contract or the premises by virtue of
the work done thereon, and said parties hereby authorize and direct the Clerk of Court and Ex-Officio
Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, to cancel and erase the inscription of
said building contract recorded as aforesaid.

DATE

OWNER

OWNER

DATE

CONTRACTOR

PRINTED name(s) of Above Signed Owner(s): _____

Company: _____

Title: _____ **Duly Authorized Agent**

PRINTED name of Above Signed Contractor: _____

Company: _____

Title: _____ **Duly Authorized Agent**

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

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Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____



Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT

Mortgage & Conveyance/UCC Department

P.O. Box 10 • Gretna LA 70054-0010 • (504) 364-2954 • www.jpclerkofcourt.us

LIEN & PRIVILEGE CERTIFICATE

Mail to: _____

Address: _____

City/State/ZIP Code: _____

I, Jon A. Gegenheimer, Clerk of Court and Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, certify that this certificate has been run exclusively in the name or names hereunder set forth and not in any variations of said name or names.

Where a middle initial has been furnished, identical names with no middle initial or varying middle initial have not been run and will not be unless specifically requested. Where no middle initial has been furnished, identical names with middle initials have not been run and will not be unless specifically requested.

This certification will not reflect contracts, amendments, or change orders filed in the record.

I hereby certify that there are NO uncanceled INSCRIPTIONS OF MECHANIC'S LIENS AND PRIVILEGES FOR LABOR AND MATERIAL FURNISHED ON BUILDING, filed in our office from _____, 20 __, to _____, 20 __ in the exact name or names of:

affecting the property or project with regards to the contract recorded in MOB _____ Folio _____, Instrument No. _____, and/or an acceptance, termination, or default filed:

EXCEPT:

Date: _____ **@ 4:30 P.M.**

Deputy Clerk of Court



CONTRACT BY CONTRACT PARTIES IF WORK HAS BEEN ACCEPTED

Submit form consistent with applicable statute, Request to Cancel Inscription, and Lien & Privilege Certificate.

La. R.S. 9:4822

§4822. Preservation of claims and privileges

A. If a notice of contract is properly and timely filed in the manner provided by R.S. 9:4811, the persons to whom a claim or privilege is granted by R.S. 9:4802 shall within thirty days after the filing of a notice of termination of the work:

(1) File a statement of their claims or privilege.

(2) Deliver to the owner a copy of the statement of claim or privilege. If the address of the owner is not given in the notice of contract, the claimant is not required to deliver a copy of his statement to the owner.

B. A general contractor to whom a privilege is granted by R.S. 9:4801 of this Part, and whose privilege has been preserved in the manner provided by R.S. 9:4811, shall file a statement of his privilege within sixty days after the filing of the notice of termination or substantial completion of the work.

C. Those persons granted a claim and privilege by R.S. 9:4802 for work arising out of a general contract, notice of which is not filed, and other persons granted a privilege under R.S. 9:4801 or a claim and privilege under R.S. 9:4802 shall file a statement of their respective claims and privileges within sixty days after:

(1) The filing of a notice of termination of the work; or

(2) The substantial completion or abandonment of the work, if a notice of termination is not filed.

D.(1) Notwithstanding the other provisions of this Part, the time for filing a statement of claim or privilege to preserve the privilege granted by R.S. 9:4801(5) expires sixty days after the latter of:

(a) The filing of a notice for termination of the work that the services giving rise to the privilege were rendered; or,

(b) The substantial completion or abandonment of the work if a notice of termination is not filed. This privilege shall have no effect as to third persons acquiring rights in, to, or on the immovable before the statement of claim or privilege is filed.

(2) Notwithstanding the provisions of this Part, the seller of movables sold for use or consumption in work on an immovable for residential purposes, if a notice of contract is not filed, shall file a statement of claim or privilege within seventy days after:

(a) The filing of a notice of termination of the work; or

(b) The substantial completion or abandonment of the work, if a notice of termination is not filed.

E. A notice of termination of the work:

(1) Shall reasonably identify the immovable upon which the work was performed and the work to which it relates. If the work is evidenced by notice of a contract, reference to the notice of contract as filed or recorded, together with the names of the parties to the contract, shall be deemed adequate identification of the immovable and work.

(2) Shall be signed by the owner or his representative, who contracted with the contractor, or, if the owner has conveyed the immovable, then it may also be signed by the new owner, or his representative.

(3) Shall certify that:

(a) The work has been substantially completed; or

(b) The work has been abandoned by the owner; or

(c) A contractor is in default under the terms of the contract.

(4) Shall be conclusive of the matters certified if it is made in good faith by the owner, his representative, or his successor.

F. A notice of termination or substantial completion may be filed from time to time with respect to a specified portion or area of work. In that case, the time for preserving privileges or claims as specified in Subsection A or C of this Section shall commence with the filing of the notice of termination or substantial completion as to amounts owed and arising from the work done on that portion or area of the work described in the notice of termination. This notice shall identify the portion or area of the land and certify that the work performed on that portion of the land is substantially completed or has been abandoned. Once the period for preserving claims and privileges has expired and no liens have been timely filed, the portion or area of work described in the notice of termination shall be free of the claims and

privileges of those doing work on the area described in the notice of termination, as well as those doing work elsewhere on the immovable being improved.

G. A statement of a claim or privilege:

- (1) Shall be in writing.
- (2) Shall be signed by the person asserting the same or his representative.
- (3) Shall reasonably identify the immovable with respect to which the work was performed or movables or services were supplied or rendered and the owner thereof.
- (4) Shall set forth the amount and nature of the obligation giving rise to the claim or privilege and reasonably itemize the elements comprising it including the person for whom or to whom the contract was performed, material supplied, or services rendered. The provisions of this Paragraph shall not require a claimant to attach copies of unpaid invoices unless the statement of claim or privilege specifically states that the invoices are attached.

H. A work is substantially completed when:

- (1) The last work is performed on, or materials are delivered to the site of the immovable or to that portion or area with respect to which a notice of partial termination is filed; or
- (2) The owner accepts the improvement, possesses or occupies the immovable, or that portion or area of the immovable with respect to which a notice of partial termination is filed, although minor or inconsequential matters remain to be finished or minor defects or errors in the work are to be remedied.

I. A work is abandoned by the owner if he terminates the work and notifies persons engaged in its performance that he no longer desires to continue it or he otherwise objectively and in good faith manifests the abandonment or discontinuance of the project.

J. Before any person having a direct contractual relationship with a subcontractor, but no contractual relationship with the contractor, shall have a right of action against the contractor or surety on the bond furnished by the contractor, he must record his claim as provided in this Section and give written notice to the contractor within thirty days from the recordation of notice of termination of the work, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor or service was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place he maintains an office in the state of Louisiana.

K.(1) Any person to whom a privilege is granted by R.S. 9:4802 may give notice to the owner of an obligation to that person arising out of the performance of work under the contract. The notice shall be given prior to:

- (a) The filing of a notice of termination of the work; or
 - (b) The substantial completion or abandonment of the work, if a notice of termination is not filed.
- (2) The method of notice shall be under R.S. 9:4842(A). The notice shall set forth the nature of the work or services performed by the person to whom the obligation is owed and shall include his mailing address.

L.(1) When notice under Subsection K has been given by a person to the owner, the owner shall notify that person as required by R.S. 9:4842(A) within three days of:

- (a) Filing a notice of termination of the work; or
 - (b) The substantial completion or abandonment of the work, if a notice of termination is not filed.
- (2) The owner who fails to give notice to the person under the provisions of this Subsection within ten days of commencement of the period for preservation of claims and privileges shall be liable for all costs and attorney's fees for the establishment and enforcement of the claim or privilege.

M.(1) The contractor may elect to furnish at the contractor's cost and without offset of the cost against the retainage amount a retainage bond equal to and in lieu of the amount of the retainage required by the contract whenever a contract between an owner and a contractor for the construction, alteration, or repair of any work requires the withholding of sums for retainage until after the recordation of formal acceptance of such work, or notice of default by the contractor or subcontractor, or substantial completion, or final payment exclusive of nonconforming work.

(2) If the contractor elects to furnish a retainage bond, it shall be in a form designated by the contracting agency from a surety, within their underwriting limits, with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide.

Acts 1988, No. 685, §1, eff. Jan. 1, 1989; Acts 1991, No. 1024, §1, eff. Jan. 1, 1992; Acts 2001, No. 1105, §1, eff. June 28, 2001; Acts 2003, No. 729, §1; Acts 2010, No. 601, §1; Acts 2013, No. 277, §1; Acts 2014, No. 791, §4.

NOTE: See Acts 2001, No. 1105, §2.

CANCELLATION OF BUILDING CONTRACT BY ANY PERSON IF ACCEPTED
Submit form consistent with applicable statute, Request to Cancel Inscription, and Lien & Privilege Certificate.

La. R.S. 9:4832

§4832. Cancellation of notice of contract

A. The recorder of mortgages shall cancel from his records a notice of contract upon written request of any person made more than thirty days after the filing of a notice of termination of work performed under the contract if:

- (1) A statement of claim or privilege with respect to the work was not filed within the thirty day period; and
- (2) The request contains or has attached to it the written concurrence of the contractor or a written receipt from the contractor acknowledging payment in full of all amounts due under the contract.

B. If the request for cancellation of a notice of contract does not contain or is not accompanied by the written concurrence or receipt of the contractor, but a statement of claim or privilege was not filed within the thirty day period, the recorder of mortgages shall cancel the notice of contract as to all claims and privileges except that of the contractor. The recorder of mortgages shall completely cancel the notice of contract from his records upon written request of any person if:

- (1) The request is made more than sixty days after the filing of the notice of termination and the contractor did not file a statement of his claim or privilege within that time; or
- (2) The request contains or is accompanied by the written concurrence of or a written receipt from the contractor acknowledging payment in full of all amounts due under the contract.

Acts 1981, No. 724, §1, eff. Jan. 1, 1982.

CANCELLATION OF BUILDING CONTRACT

State of Louisiana

Parish of Jefferson

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within the Parish and State aforementioned, personally came and appeared:

_____, hereinafter called "OWNER(S)," and

_____, hereinafter called "CONTRACTOR," who, being by me first duly sworn and deposed, said:

That they are, respectively, the owner and contractor who entered into a certain contract dated: _____, 20 ____; Recorded in Mortgage Office Book _____ Folio _____, instrument number _____, of the records of the Parish of Jefferson, State of Louisiana, with respect to the property described as follows:

_____.

The said building contract was accepted on: _____, as will more fully appear by reference to the recordation in the margin of the above mentioned page of the said mortgage office book, and the parties now declare that the work done under said contract has been fully paid for, that there are no building, materialmen's or laborer's liens or privileges existing against the said contract or the premises by virtue of the work done thereon, and said parties hereby authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, to cancel and erase the inscription of said building contract recorded as aforesaid.

DATE

OWNER

OWNER

CONTRACTOR

PRINTED name of Above Signed Owner(s): _____

Company: _____

Title: _____ *Duly Authorized Agent*

PRINTED name of Above Signed Contractor: _____

Company: _____

Title: _____ *Duly Authorized Agent*

Sworn to and subscribed before

me this _____ *day of* _____, 20 _____.

Notary Public

Printed Name: _____

Notary or Bar Number: _____ *Commission expires:* _____

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: __ (____) _____



Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT

Mortgage & Conveyance/UCC Department

P.O. Box 10 • Gretna LA 70054-0010 • (504) 364-2954 • www.jpclerkofcourt.us

LIEN & PRIVILEGE CERTIFICATE

Mail to: _____

Address: _____

City/State/ZIP Code: _____

I, Jon A. Gegenheimer, Clerk of Court and Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, certify that this certificate has been run exclusively in the name or names hereunder set forth and not in any variations of said name or names.

Where a middle initial has been furnished, identical names with no middle initial or varying middle initial have not been run and will not be unless specifically requested. Where no middle initial has been furnished, identical names with middle initials have not been run and will not be unless specifically requested.

This certification will not reflect contracts, amendments, or change orders filed in the record.

I hereby certify that there are NO uncanceled INSCRIPTIONS OF MECHANIC'S LIENS AND PRIVILEGES FOR LABOR AND MATERIAL FURNISHED ON BUILDING, filed in our office from _____, 20 __, to _____, 20 __ in the exact name or names of:

affecting the property or project with regards to the contract recorded in MOB _____ Folio _____, Instrument No. _____, and/or an acceptance, termination, or default filed:

EXCEPT:

Date: _____ **@ 4:30 P.M.**

Deputy Clerk of Court



ASSIGNMENT OF LEASES & RENTS OR PLEDGE

**** After 1/1/2015, recorded in mortgage records and may be cancelled; Act 281 of the 2014 Regular Legislative Session.****

La. Civil Code Article 3169

Art. 3169. Effectiveness against third persons

The pledge of the lessor's rights in the lease of an immovable and its rents is without effect as to third persons unless the contract establishing the pledge is recorded in the manner prescribed by law. Nevertheless, the pledge is effective as to the lessee from the time that he is given written notice of the pledge, regardless of whether the contract establishing the pledge has been recorded.

Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

La. Civil Code Article 3170

Art. 3170. Pledge contained in act of mortgage

A pledge of the lessor's rights in the lease of an immovable and its rents may be established in an act of mortgage of the immovable. In that event, the pledge is given the effect of recordation for so long as the mortgage is given that effect and is extinguished when the mortgage is extinguished.

Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

La. Civil Code Article 3346

Art. 3346. Place of recordation; duty of the recorder

A. An instrument creating, establishing, or relating to a mortgage or privilege over an immovable, or the pledge of the lessor's rights in the lease of an immovable and its rents, is recorded in the mortgage records of the parish in which the immovable is located. All other instruments are recorded in the conveyance records of that parish.

B. The recorder shall maintain in the manner prescribed by law all instruments that are recorded with him.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

La. Civil Code Article 3354

CHAPTER 2. MORTGAGE RECORDS

SECTION 1. GENERAL PROVISIONS

Art. 3354. Applicability

The provisions of this Chapter apply only to the mortgages and privileges encumbering immovables and to pledges of the lessor's rights in the lease of an immovable and its rents.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, 1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

La. R.S. 9:4401

CODE TITLE XX-A - PLEDGE
CHAPTER 1. PLEDGES
PART IV. PLEDGE OF LEASES AND RENTS OF AN IMMOVABLE

§4401. Pledge of the lessor's rights in the lease of an immovable and its rents

Any obligation may be secured by a pledge of the rights of a lessor or sublessor in the lease or sublease of an immovable and its rents made in accordance with Chapter 2 of Title XX-A of Book III of the Civil Code. The rights of the lessee under a lease, or of a sublessee under a sublease, are not susceptible of pledge.

Added by Acts 1980, No. 321, §1; Acts 1985, No. 592, §5, eff. July 13, 1985; Acts 1987, No. 130, §1, eff. June 18, 1987; Acts 1989, No. 137, §4, eff. Sept. 1, 1989; Acts 1990, No. 1079, §3, eff. Sept. 1, 1990; Acts 1995, No. 1087, §3; Acts 2014, No. 281, §2, eff. Jan. 1, 2015.

La. R.S. 9:4403

§4403. Transitional filing rules for assignments of leases and rents recorded prior to January 1, 2015

A. An assignment of leases and rents that was recorded prior to January 1, 2015, shall be subject to the reinscription requirements of Chapter 2 of Title XXII-A of Book III of the Civil Code, with the modifications provided in this Section.

B. Except as otherwise provided in Subsection C of this Section, the effect of recordation of an assignment of leases and rents that was recorded in the conveyance records prior to January 1, 2015, and that remained effective against third persons on that date shall continue, without the necessity of recordation in the mortgage records, until the date that filing of a notice of reinscription is required under Chapter 2 of Title XXII-A of Book III of the Civil Code or December 31, 2024, whichever first occurs. On that date, the effect of recordation of the assignment shall cease unless a notice of reinscription of the assignment has been filed in the mortgage records, as provided in Article 3362 of the Civil Code. This Subsection shall not apply to assignments contained in an act of mortgage filed in the mortgage records.

C. The effect of recordation of an assignment of leases and rents that was recorded on or before August 31, 1990, or was made effective against third persons on or before that date in another manner permitted by the law then in effect, and that remained effective against third persons on January 1, 2015, shall continue, without the necessity of recordation in the mortgage records, until the date that the effect of recordation would cease under the law in effect at the time the assignment was first made effective against third persons or until December 31, 2024, whichever first occurs. On that date, the effect of recordation of the assignment shall cease unless a notice of reinscription of the assignment has been filed in the mortgage records, as provided in Article 3362 of the Civil Code.

D. The effect of recordation of an assignment of leases and rents as to which a notice of reinscription is filed in the mortgage records shall continue for ten years from the date on which the notice of reinscription is filed, and the assignment may be reinscribed thereafter from time to time as provided in Article 3362 of the Civil Code.

E. The filing of a notice of reinscription in the conveyance records on or after January 1, 2015, is neither necessary nor effective to continue the effect of recordation of an assignment of leases and rents, regardless of whether the assignment or a previous notice of reinscription was filed in the conveyance records.

F. Unless filed in the conveyance records before January 1, 2015, an instrument releasing, transferring, amending or otherwise modifying an assignment of leases and rents shall be without effect as to third persons until filed in the mortgage records. Filing the instrument in the conveyance records on and after January 1, 2015, is neither necessary nor effective to cause the instrument to have effect against third persons, regardless of whether the original assignment or any previous transfer, amendment, or other modification was filed in the conveyance records.

G. An assignment of leases and rents that was recorded in the mortgage records within the period of ten years prior to January 1, 2015, shall be given the effect of recordation, without further action, on January 1, 2015, as if it were first filed on that date. This Subsection shall not apply to assignments that were also filed in the conveyance records prior to January 1, 2015, nor to assignments contained in an act of mortgage.
Acts 2014, No. 281, §2, eff. Jan.1, 2015.

La. R.S. 9:5386

§5386. Mortgage including pledge of mortgagor's rights to insurance

A. A mortgage of an immovable may contain a pledge of the mortgagor's rights under policies of insurance covering the immovable. In that event, the pledge has effect as to third persons when the act of mortgage is recorded in the manner prescribed by law, without the necessity of notice to the insurer, and continues to have that effect for so long as the mortgage is given the effect of recordation.

B. The rights of the mortgagee against the insurer shall be subject to any dealing by the insurer with the mortgagor, any other assignee or pledgee, or other successor in interest of the mortgagor until the insurer receives written notice from or on behalf of the mortgagee or the mortgagor of the collateral assignment or pledge of the right to receive the insurance proceeds. In any case in which an insurer is not notified in writing of the assignment or pledge of the right to receive insurance proceeds made in compliance with the provisions of this Section and, in good faith, makes payment of the insurance proceeds attributable to the loss of the mortgaged property in whole or in part to the mortgagor, any other assignee or pledgee, or other successor in interest of the mortgagor, then, to the extent of payment, the insurer shall be exonerated of liability to make payment to the mortgagee; however, the person to whom payment was made shall be accountable and liable to the mortgagee for the sums received. The pledge of the mortgagor's rights to insurance does not modify the obligations of the insurer under any simple or standard or other loss payee clause of its insurance policy.

C. A pledge of the mortgagor's rights under policies of insurance covering an immovable shall not be invalid, ineffective, or fraudulent against other creditors by reason of the mortgagor's freedom to use, commingle, or dispose of proceeds of the insurance, or by reason of the mortgagee's failure to require the mortgagor to account for the proceeds.

Acts 1990, No. 1079, §3, eff. Sept. 1, 1990; Acts 2014, No. 281, §2, eff. Jan. 1, 2015.

SECTION D – MISCELLANEOUS LAWS

PARTIALLY CANCELLING AN INSCRIPTION FILED AFTER SEIZURE BUT PRIOR TO SHERIFF’S SALE

Submit release consistent with applicable statute and Request to Cancel Inscription.

La. R.S. 13:3888

§3888. Filing of notice of seizure; effect of subsequent acts and cancellation of notice

A. Upon the sheriff's filing of the notice of seizure required by Article 2293 of the Code of Civil Procedure, no sale, contract, counter letter, privilege, lien, mortgage, judgment, surface lease, oil, gas, or mineral lease, or other instrument or writing relating to or purporting to affect immovable property that has not been filed previously for registry shall effectively create, transfer, or encumber any interest in the immovable property under seizure. Following the registry of the sheriff's deed, any such instrument or writing that may have been filed after the filing of the notice of seizure shall be cancelled by the clerk of court upon the request by affidavit of any interested party. However, if the notice of seizure is cancelled other than as a result of the ensuing sheriff's sale, all such acts shall thereupon be accorded such effect as the law would have allowed if the notice of seizure had never been filed.

B. This Section shall not prevent the effective reinscription or preservation of a mortgage, privilege, or other right that arises under or is evidenced by an instrument which had been duly filed for registry before filing of the notice of seizure or the effective exercise of a right or option that arises under or is evidenced by such an instrument.

Acts 1991, No. 662, §3, eff. July 17, 1991; Acts 1992, No. 533, §1.

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: __ (____) _____

**CANCELLING “RELATED” INSCRIPTIONS
(ASSIGNMENTS, AMENDMENTS, CORRECTIONS, ETC., WHEN THE ORIGINAL MORTGAGE HAS
BEEN PREVIOUSLY CANCELLED)**

Submit form or request with Request to Cancel Inscription.

REQUEST TO CANCEL RELATED INSCRIPTIONS

Inssofar as the _____ Granted by or
filed against: _____; In favor
of: _____; In the sum of:
\$ _____; Dated: _____; Recorded in Mortgage Office Book ____ Folio _____,
instrument number _____, **was previously cancelled on** _____, has been
previously cancelled, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized,
directed, and requested to cancel the subsequently recorded related inscriptions described below.

Assumption Assignment Correction Other _____
Granted by or filed against: _____;
In favor of: _____;
In the sum of: \$ _____; Dated _____;
Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Assumption Assignment Correction Other _____
Granted by or filed against: _____;
In favor of: _____;
In the sum of: \$ _____; Dated _____;
Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Assumption Assignment Correction Other _____
Granted by or filed against: _____;
In favor of: _____;
In the sum of: \$ _____; Dated _____;
Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Assumption Assignment Correction Other _____
Granted by or filed against: _____;
In favor of: _____;
In the sum of: \$ _____; Dated _____;
Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and
any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance
in accordance with the provisions of La. R. S. 44:110.

DATE

SIGNATURE

PRINTED name of Above Signed Party: _____
Company (if applicable): _____
Title (if applicable): _____ *(Duly Authorized Agent)*
Mailing Address: _____
City: _____ **State:** _____ **ZIP:** _____
e-Mail Address: _____
Phone #: _____

NULL & VOID OF INSCRIPTIONS ON MORTGAGE CERTIFICATES

These inscriptions are not cancelled; the Affidavit is recorded in the mortgage records.

La. R.S. 9:2743

§2743. Certificate of encumbrances; procedure; content; liability

A. The recorder shall deliver a certificate of encumbrances to any person who requests it in writing.

B.(1) The certificate shall list all the uncanceled mortgages and instruments evidencing privileges, in the order of their recordation, that appear in the mortgage records and that identify the persons designated in the request as the mortgagor or obligor of the debt secured by the privilege, unless the recorder is supplied with evidence satisfactory to him that such instruments are in fact not those of the person in whose name the certificate is sought.

(2) Satisfactory evidence shall include an affidavit from the Louisiana licensed attorney requesting the certificate, setting forth all of the following information:

(a) A description of the uncanceled mortgages and instruments evidencing privileges.

(b) A statement from the affiant that he or someone under his direction has researched the uncanceled mortgages and instruments evidencing privileges.

(c) A statement that the affiant has determined through due and diligent research that the mortgages and instruments evidencing privileges are not against the person in whose name the certificate is sought.

(d) A statement that the affiant agrees to be personally liable to and indemnify the recorder and any person relying upon the affidavit for any damages they may suffer if the affidavit contains materially false or incorrect statements that cause the recorder to incorrectly list or fail to list instruments in the certificate.

(3) The affidavit provided for in Paragraph (2) of this Subsection shall be recorded in the mortgage records.

C.(1) If no uncanceled mortgage or instrument evidencing a privilege exists, the certificate shall declare that fact.

(2) The certificate shall not list mortgages or privileges arising from the recordation of the ad valorem tax rolls nor shall it list the notices of tax sales filed pursuant to R.S. 47:2180.

D.(1) The recorder is not liable personally or in his official capacity for listing in his certificate an encumbrance in the name of a person who reasonably may be construed to be the person in whose name the certificate is sought.

(2) The recorder is liable in his official capacity for any loss caused by the failure to list a mortgage or privilege in the certificate or by listing a mortgage or privilege that has been cancelled from his records unless the error proceeds from one of the following:

(a) A want of exactness in the description of the property or the name of the mortgagor or obligor of the debt secured by the privilege specifically given to the recorder in the request.

(b) An incorrect statement in an affidavit submitted pursuant to Subsection B of this Section.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Redesignated from R.S. 44:105 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011; Acts 2012, No. 178, §1.

AFFIDAVIT TO NULL & VOID

Pursuant to La. R.S. 9:2743 as amended by Act 178 of the 2012 Regular Legislative Session

State of Louisiana

Parish of _____

Pursuant to Act 178 of 2012 Legislative Session, amending R.S. 9:2743(B)(D)(2), personally came and appeared: _____, a Louisiana licensed attorney who declares that he/she requested a mortgage certificate(s) in the name(s) of:

_____.

The certificate reflects the following mortgage inscription(s):

A _____
Granted by or filed against: _____;
In favor of: _____;
Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

A _____
Granted by or filed against: _____;
In favor of: _____;
Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

A _____
Granted by or filed against: _____;
In favor of: _____;
Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

The affiant or someone under his/her direction has researched the un-cancelled mortgage(s) or instrument(s) evidencing privilege(s). The affiant has determined through due and diligent research that the above inscription(s) is/are not against the person in whose name the certificate is sought. The affiant agrees to be personally liable to and indemnify the Jefferson Parish Clerk of Court and Ex-Officio Recorder of Mortgages and any person relying upon this affidavit for any damages they may suffer if this affidavit contains materially false or incorrect statements.

Affiant's Signature: _____

Printed Name: _____

Notary or Bar No.: _____ **Commission expires:** _____

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

DELETION OF AN INSCRIPTION FROM MORTGAGE CERTIFICATE BY TITLE INSURER WHEN PREPARING FOR A SHERIFF'S SALE

These inscriptions are not cancelled; the Affidavit is recorded in the mortgage records.

La. R.S. 13:4344.1

§4344.1. Deletion of inscriptions on mortgage certificates ordered by a sheriff

A. For immovable property procured pursuant to a judicial sale under a writ of fieri facias or a writ of seizure and sale, the clerk of court shall partially cancel from a mortgage certificate ordered in connection with a judicial sale the inscription of any mortgage, lien, or privilege, appearing on the certificate, only insofar as the foreclosed property is concerned, upon the filing of an affidavit executed by an officer of a title insurer duly licensed by the Louisiana Department of Insurance. The affidavit shall set forth all of the following:

- (1) The name of the title insurer, the name of the affiant, and the office which the affiant holds.
- (2) The fact that a mortgage certificate was ordered in connection with a judicial sale under a writ of fieri facias or a writ of seizure and sale.
- (3) The number of the judicial proceeding in which the mortgage certificate was ordered, the name of the person and the property on which the mortgage certificate was issued, and the mortgage certificate number if it bears one.
- (4) The title insurance company has conducted an investigation into the identity of the owner of the property and of the person identified in the inscription sought to be partially canceled on the mortgage certificate.
- (5) The individual against whom the mortgage, lien, privilege, or other encumbrance was recorded and described in the affidavit is not the same person whose property is being sold at the judicial sale for which the mortgage certificate was issued.
- (6) A direction from the title insurer to the clerk of court to partially cancel from the mortgage certificate the encumbrance identified on the affidavit.
- (7) The title insurer agrees to be liable to and defend and indemnify the clerk of court, the sheriff, and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains incorrect statements that cause the clerk of court to incorrectly partially cancel on the mortgage certificate ordered in connection with the judicial sale the inscription of a mortgage, lien, privilege, or other encumbrance from the mortgage certificate.

B. The title insurer shall file the affidavit into the mortgage records, and the filing of the affidavit shall operate as a partial cancellation on the mortgage certificate of the inscriptions of the encumbrances identified in the mortgage certificate.

C. The sheriff shall proceed with the judicial sale without regarding the partially canceled inscription as superior to that of the seizing creditor, and the subsequent judicial sale shall be made free and clear of the partially canceled inscriptions identified in the affidavit.

D. Any person in whose favor a partially canceled inscription was recorded shall have a cause of action against the title insurer in the event the mortgage, lien, privilege, or other encumbrance which was partially canceled from the clerk's mortgage certificate was legally enforceable at the time of the deletion against the person or property described in that certificate because the obligor under the mortgage, lien, or privilege, was in fact the same person whose property was sold. The cause of action created by this Subsection shall prescribe on the same date that the cause of action to enforce the underlying mortgage, lien, or privilege prescribes.

E. A title insurer whose officer has signed an affidavit that is provided to the clerk of court pursuant to this Section and that contains incorrect statements causing the clerk of court to incorrectly partially cancel the inscription of a mortgage or privilege from his certificate is liable to and shall defend and indemnify the clerk of court, the sheriff, and any person relying upon the partial cancellation on the mortgage certificate for any damages that they may suffer as a consequence of such reliance.

F. The clerk of court shall not be liable for any damages resulting to any person or entity as a consequence of partially canceling from the certificate a mortgage, lien, or privilege pursuant to an affidavit which complies with the provisions of this Section.

G.(1) It shall not be necessary to delete, cancel, or partially release inscriptions that may appear on a mortgage certificate ordered in connection with a judicial sale for the following:

- (a) Any assignment, assumption, or modification of a canceled mortgage.
- (b) Prescribed judicial mortgages which have not been reinscribed or for which no notice of pendency of action of a revival action is shown on the mortgage certificate.

(2) The sheriff shall proceed with the judicial sale without regard to the inscriptions designated in this Subsection.

Acts 2008, No. 339, §1; Acts 2012, No. 712, §1.

**AFFIDAVIT FOR DELETION OF AN INSCRIPTION FROM MORTGAGE CERTIFICATE
BY TITLE INSURER WHEN PREPARING FOR A SHERIFF'S SALE
(Pursuant to La. R.S. 13:4344.1)**

State of Louisiana

Parish of _____

Before me, the undersigned Notary Public, on the _____ day of _____, 20 _____, personally came and appeared: _____ (Title Insurance Co.) by _____ (affiant), holding the office of _____,

Who declares that a mortgage certificate was ordered in connection with a judicial sale under a writ of fieri facias or a writ of seizure and sale for case # _____, in the name(s) of _____, effecting the property at _____ (address), _____ (brief legal description).

The title insurer through the undersigned further declares, the title insurance company has conducted an investigation into the identity of the owner of the property and of the person identified in the inscription sought to be partially canceled on the mortgage certificate.

The title insurer through the undersigned further states, the individual against whom the mortgage, lien, privilege, or other encumbrance was recorded and described in the affidavit is not the same person whose property is being sold at the judicial sale for which the mortgage certificate was issued.

The title insurer through the undersigned, authorizes the Clerk of Court for the Parish of Jefferson to partially cancel on the mortgage certificate the following encumbrance(s):

1. MOB _____ FOLIO _____ OR INSTRUMENT # _____
2. MOB _____ FOLIO _____ OR INSTRUMENT # _____
3. MOB _____ FOLIO _____ OR INSTRUMENT # _____
4. MOB _____ FOLIO _____ OR INSTRUMENT # _____

The title insurer agrees to be liable to and defend and indemnify the clerk of court, the sheriff, and any person relying upon the cancellation by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains incorrect statements that cause the clerk of court to incorrectly partially cancel on the mortgage certificate ordered in connection with the judicial sale the inscription of a mortgage, lien, privilege, or other encumbrance from the mortgage certificate.

THUS DONE AND PASSED on the day, month and year set forth above, in the presence of the undersigned competent witness, who have signed their names with Affiant, and me, notary, after reading of the whole.

Affiant's Signature: _____

Printed Name: _____

Company Name: _____

Title: _____ (Its duly authorized agent)

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Telephone #: _____ **Email:** _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20 _____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

AFFIDAVIT OF DISTINCTION

These inscriptions are not cancelled; the affidavit is recorded in the mortgage records.

La. R.S. 9:5501

CHAPTER 3. LEGAL MORTGAGES

PART I. IN GENERAL

§5501. Affidavit of distinction; acknowledgment; contents; damages

A.(1) An owner of immovable property with a name similar to that of a debtor against whom a judgment has been obtained and recorded may execute an affidavit of distinction before a notary public or before any authorized employee of the clerk of court's office on a form provided by the clerk of court to clarify that he is not the same person as named in the judgment. The affidavit shall be duly recorded and thereafter the judgment shall not affect title to any property the person may own or acquire.

(2) The notary public or clerk of court or any employee of the clerk shall be immune from civil or criminal liability as a result of providing the affidavit, assisting in the completion of the affidavit, or recording of the affidavit form as prescribed in R.S. 9:5501.1.

B. The judgment creditor shall sign the acknowledgment in the affidavit of distinction as provided in R.S. 9:5501.1 within ten days after the date of receipt of the affidavit, after ascertaining that the affiant is not the debtor named in the judgment. The judgment creditor shall be liable for any damages, attorney fees, and expenses arising out of his failure to sign the acknowledgment without good cause. The affiant shall be liable for any damages, attorney fees, and expenses occasioned by a fraudulently executed affidavit of distinction.

C. The procedure established in this Section for executing an affidavit of distinction shall not be the exclusive means of clarifying that an owner of immovable property with a name similar to that of a judgment debtor is not the same person as such judgment debtor.

Acts 1985, No. 839, §1; Acts 1997, No. 1200, §1.

La. R.S. 9:5501.1

§5501.1. Sworn affidavit; form

A. Notwithstanding the provisions of R.S. 13:841 et seq. the clerks of the several district courts shall provide to any person who makes a request the following affidavit and acknowledgment form and shall notarize and record the affidavit subject to a fee to be established by the clerk or the recorder of mortgages.

B. The affidavit and the acknowledgment concerning the distinction or identity of a person shall comply with the requirements of R.S. 9:5501 and 5503 if it provides all the information required or set forth in the following form:

STATE OF LOUISIANA

PARISH OF _____

AFFIDAVIT

Before me, the undersigned authority _____,
personally came and appeared:

_____(Affiant)_____, _____(marital status and mailing address), who after being duly sworn, deposed as follows:

I, _____(Affiant)_____, being of sound mind acknowledge and understand that any intentional falsification of information I am about to provide shall subject me to penalties for the crime of injuring public records and false swearing.

My full name is _____. I am _____ years old and I was born on _____(Month) (Day) (Year)_____ at _____(City, Parish/County and State of Birth)_____. My social security number is _____. I presently reside at _____ and my previous addresses for the preceding 10 years were _____, _____. Name and address of my employer _____; Name and address of location of employment _____; Occupation _____; Marital status _____, If married full name of spouse _____(Maiden name if applicable)_____; spouse's social security number _____.

I HEREBY AFFIRM AND ATTEST, under penalty of law, that I am not the same person as the debtor or debtors named in the following described recorded judgments, liens, privileges, or mortgages:

(1) (Identification of recorded judgments, liens, privileges, or mortgages.)

I HEREBY FURTHER AFFIRM AND ATTEST, that on the ____ day of _____, _____, I mailed a copy of the affidavit to each judgment creditor listed in the affidavit at his last known address by registered mail and hereby submit proof of said certified mailing.

I HEREBY FURTHER AFFIRM AND ATTEST, that the Judgment Creditor has failed to comply with R.S. 9:5501 and I hereby execute this affidavit of identity to establish that I am not the same person identified as the debtor in the said recorded judgments, liens, privileges, mortgages or other such documents itemized above.

Thus done, read and signed at _____, State of Louisiana, this ____ day of _____, _____.

WITNESSES:

Affiant

Notary Public

Acknowledgment

I,(we), (Name of Judgment Creditor) hereby acknowledge that the above named affiant is not the same person identified or named in the above identified or described (judgment, lien, privilege, or mortgage) and that the property of the affiant is not subject to the judicial mortgage resulting from the judgment.

Thus done, read and signed at _____, State of Louisiana, this ____ day of the month of _____, ____.

Judgment Creditor

Notary Public

Acts 1997, No. 1200, §1.

AFFIDAVIT OF IDENTITY

These inscriptions are not cancelled; the Affidavit is recorded in the mortgage records.

La. R.S. 9:5503

§5503. Affidavit of identity; content; effect; penalty for falsifying

A. If the judgment creditor cannot be located or does not comply with R.S. 9:5501, any person may execute before a notary public or any authorized employee of the clerk's office on a form provided by the clerk of court and file for record in the office of clerk of court or the office of the recorder of mortgages an affidavit of identity as set forth in R.S. 9:5501.1 to establish that he is not the same person identified as the debtor in one or more recorded judgments, liens, privileges, mortgages, or other such documents.

B. The affiant shall mail a copy of the affidavit to each judgment creditor listed in the affidavit at his last known address by registered mail. The clerk of court or recorder of mortgages shall not record the affidavit unless the affiant can show proof of mailing.

C. The intentional falsification of information by the affiant in an affidavit of identity filed in the office of a recorder of mortgages constitutes the crime of injuring public records. The affiant shall also be liable for any damages, attorney fees, and expenses occasioned by a fraudulently executed affidavit of identity.

D. The procedure established in this Section for executing the affidavit of identity shall not be the exclusive means of clarifying that an individual with a name similar to that of a judgment debtor is not the same person as such judgment debtor.

E. The clerk of court or recorder of mortgages may not charge more than eighteen dollars to prepare and record the first page of the affidavit filed by a single affiant including the acknowledgment returned by those judgment creditors designated by the affiant, executed pursuant to R.S. 9:5501 or this Section, plus six dollars for each subsequent page, and three dollars for each name after the first name that is required to be indexed.

Acts 1991, No. 559, §1; Acts 1997, No. 1200, §1.

STATE OF LOUISIANA
PARISH OF _____

AFFIDAVIT

Before me, the undersigned authority _____, personally came and appeared: (Affiant): _____, (marital status and mailing address): _____, who after being duly sworn, deposed as follows:

I, (Affiant) _____, being of sound mind acknowledge and understand that any intentional falsification of information I am about to provide shall subject me to penalties for the crime of injuring public records and false swearing.

My full name is _____. I am _____ years old and I was born on (Month) (Day) (Year): _____ at (City, Parish/County and State of Birth): _____. My social security number is _____. I presently reside at _____, and my previous addresses for the preceding 10 years were _____, and _____. Name and address of my employer _____; Name and address of location of employment _____; Occupation: _____; Marital status _____, If married full name of spouse (Maiden name if applicable): _____; spouse's social security number _____.

I HEREBY AFFIRM AND ATTEST, under penalty of law, that I am not the same person as the debtor or debtors named in the following described recorded judgments, liens, privileges, or mortgages:

(1) (Identification of recorded judgments, liens, privileges, or mortgages.)

I HEREBY FURTHER AFFIRM AND ATTEST, that on the _____ day of _____, 20____, I mailed a copy of the affidavit to each judgment creditor listed in the affidavit at his last known address by registered mail and hereby submit proof of said certified mailing.

I HEREBY FURTHER AFFIRM AND ATTEST, that the Judgment Creditor has failed to comply with R.S. 9:5501 and I hereby execute this affidavit of identity to establish that I am not the same person identified as the debtor in the said recorded judgments, liens, privileges, mortgages or other such documents itemized above.

Thus done, read and signed at _____, State of Louisiana, this _____ day of _____, _____.

WITNESSES:

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ State of Appointment: _____

Notary or Bar No.: _____ Commission expires: _____

Acknowledgment

I,(we), (Name of Judgment Creditor): _____
hereby acknowledge that the above named affiant is not the same person identified or named in the above identified
or described (judgment, lien, privilege, or mortgage): _____ and that the
property of the affiant is not subject to the judicial mortgage resulting from the judgment.

Thus done, read and signed at _____, State of Louisiana, this ____ day of the month of
_____, 20 ____.

Judgment Creditor

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20____.

Notary Signature and Seal: _____

Printed Name of Notary: _____ **State of Appointment:** _____

Notary or Bar No.: _____ **Commission expires:** _____

CANCELLATION BY EXPIRATION OF TAX SALE REDEMPTION PERIOD

La. R.S. 47:2157

§2157. Notice of tax sale; affidavit; cancellation

A.(1) Upon the expiration of the applicable redemptive period, the tax sale purchaser may send a notice to a tax sale party whose interest the tax sale purchaser intends to terminate that the party has until the later of:

(a) Sixty days after the date of the notice provided in this Subsection, if five years have elapsed from the filing of the tax sale certificate to challenge, in a court of competent jurisdiction, the tax sale.

(b) Six months after the date of the notice if five years have not elapsed from the filing of the tax sale certificate, to challenge, in a court of competent jurisdiction, the tax sale.

(2) This notice shall constitute a notice of sale, and sending of this notice shall constitute the service of the notice of sale under Article VII, Section 25 of the Louisiana Constitution. This notice shall be sufficient without regard to whether the notice of the tax sale or any other notice has been given. The notice shall be sufficient if it is in the following form:

"This is an important legal notice. Please read it carefully. You will receive no further notice.

[Date]

[Name]

[Address]

[City], [ST] [Zip]

RE: Property: [Property Address]

[Description of Property Abbr]

Parish of _____, State of Louisiana

Tax sale title to the above described property has been sold for failure to pay taxes. You have been identified as a person who may have an interest in this property.

Your interest in the property **will be terminated** if you do not file a lawsuit in accordance with law within [60 days] [6 months] of the date of this notice."

B. The purchaser may also after the expiration of the redemptive period publish in the official journal of the appropriate political subdivision a notice containing the items in Subsection A of this Section once a week for two consecutive weeks. The published notice shall be sufficient if it is in the following form:

"NOTICE

[Names of tax sale parties]

THIS NOTICE BY PUBLICATION IS NOTIFICATION THAT YOUR RIGHTS OR INTEREST IN THE PROPERTY LOCATED IN _____, LOUISIANA DESCRIBED BELOW MAY BE TERMINATED BY OPERATION OF LAW IF YOU DO NOT TAKE FURTHER ACTION IN ACCORDANCE WITH LAW.

[brief legal description of property]

Improvements thereon bear Municipal No. _____.

Tax sale title to the above described property has been sold for failure to pay taxes. You have been identified as a person who may have an interest in this property.

Your interest in the property **will be terminated** if you do not file a lawsuit in accordance with law within [60 days] [6 months] of the date of the first publication of this notice."

C. The purchaser may file with the recorder of mortgages of the parish in which the property is located a copy of one of the notices provided in Subsection A of this Section that was sent to the tax debtor or the current owner. A transfer, mortgage, lien, privilege, or other encumbrance, other than a governmental lien, filed after the filing of the notice shall not affect the property. The recorder of mortgages or recorder of conveyances, as applicable, shall cancel, erase, terminate, or release, as applicable, the acts upon request of the purchaser.

D. After the expiration of the applicable time period set forth in the notice, the tax sale purchaser may file with the recorder of mortgages an affidavit indicating how the tax sale parties whose interest the purchaser intends to be terminated were identified, how the address of each tax sale party was obtained, how the notice was sent, the results of sending the notice, and the dates of publication. The affidavit may also contain a statement of the interests to which the purchaser takes subject. The recorder of mortgages shall index the affidavit only under the names of the tax sale purchaser and the tax debtor as mortgagors. The affidavit shall be sufficient if it is in the following form:

"AFFIDAVIT

UNITED STATES OF AMERICA

BY

STATE OF LOUISIANA

[NAME OF AFFIANT]

PARISH OF

This affidavit shall be indexed under each of the following names as mortgagor:

(a) [Name of tax sale purchaser]

(b) [Name of tax debtor]

BE IT KNOWN, on the ____ day of _____ [MONTH], _____ [YEAR]

BEFORE ME, the undersigned notary public, duly qualified in and for the state and parish aforesaid, and in the presence of the undersigned competent witness,

PERSONALLY CAME AND APPEARED:

_____ [name of affiant], major domiciliary of the Parish of _____, State of Louisiana ("affiant"), who, after being duly sworn, deposed and stated that on his personal knowledge:

1. Affiant personally examined [name of abstract] [title certificate] [the public records] (the "Abstract") affecting the following described immovable property located in the Parish of _____, State of Louisiana (the "property"):

[Legal description of property]

2. Affiant's review of the abstract revealed the following persons or entities with an interest in the property, which such interest being listed beside the name:

Name	Interest in Property	Recordation Information
------	----------------------	-------------------------

3. Affiant reviewed the documents listed in the abstract, the telephone book published by [name of telephone book publisher] for the Parish of _____ dated for use until [date], and utilized all the resources under [list other examination resources, including Internet search engines, if any], and such search revealed the following last known addresses for the persons listed in Item 2 above:

Name	Address
------	---------

4. Affiant reviewed the records of the Louisiana Secretary of State and the secretary of state of the states set forth by the names of the entities listed below, and such search revealed the following addresses for the entities listed in Item 2 above:

Name	State	Address
------	-------	---------

5. Affiant caused to be sent a written notice notifying the persons or entities listed in Item 2 above at the addresses listed in Items 3 and 4 above. A sample of the form of the written notice is attached and satisfied R.S.47:2157(A).

6. The method and results of the notifications set forth in Item 5 above are listed by name and address as follows:

Name	Method	Results
------	--------	---------

7. Notification was also published in [journal of general circulation for the political subdivision] on [list dates] [and was posted on the property]. The form of the publications is attached and satisfied R.S.47:2157(B).

8. Pursuant to R.S.47:2157(E), the following interests are cancelled, terminated, erased, or released, as applicable, only insofar as they affect the property:

Name of Interest Holder	Name of Instrument	Recordation Information
-------------------------	--------------------	-------------------------

THUS DONE AND PASSED on the day, month and year set forth above, in the presence of the undersigned competent witness, who have signed their names with Affiant, and me, notary, after reading of the whole.

WITNESSES:

AFFIANT:

Printed Name: _____

Printed Name: _____

Printed Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary/Bar Roll No.: _____"

E. The filing of the affidavit provided in Subsection D of this Section with the recorder of mortgages of the parish in which the property is located shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions due and owing to the political subdivision prior to the recordation of the tax sale certificate, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property and listed in the affidavit. Governmental liens and statutory impositions due to other political subdivisions other than the selling political subdivision shall not be canceled or terminated. The recorder of mortgages shall index the affidavit only under the name of the tax debtor and current owner.

F. Upon filing of the affidavit under Subsection D of this Section, the recorder of mortgages and recorder of conveyances shall treat as canceled, terminated, released, or erased, as applicable, all the liens, privileges, mortgages, interests, or other encumbrances canceled, terminated, released, or erased under Subsection E of this Section, only insofar as they affect the property.

G. The tax sale purchaser shall be liable to and indemnify the recorder of mortgages, the recorder of conveyances, and any other person relying on the cancellation, termination, release, or erasure by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel, terminate, release, or erase any interest as provided in the affidavit. The recorder of mortgages and the recorder of conveyances shall not be liable for any damages

WITNESSES:

AFFIANT:

Printed Name: _____

Printed Name _____

Printed Name:

NOTARY PUBLIC

Printed Name: _____

Notary/Bar Roll No.: _____"

B. With respect to a sale, the filing of the affidavit provided in Subsection A of this Section shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.

C. With respect to a donation, the filing of the affidavit provided for in Subsection A of this Section shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of the donor political subdivision, and all other interests, liens, mortgages, privileges, and other encumbrances recorded against the property donated and listed in the affidavit, except governmental liens and statutory impositions of political subdivisions other than the donee political subdivision.

D. Upon filing of the affidavit, the recorder of mortgages or the recorder of conveyances shall treat as canceled, terminated, released, or erased, all those liens, privileges, mortgages or other encumbrances canceled, terminated, released or erased under Subsection B or C of this Section, only insofar as they affect the property.

E. The owner filing the affidavit shall be liable to and indemnify the recorder of mortgages, the recorder of conveyances, and any other person relying on the cancellation, termination, release, or erasure by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel, terminate, release, or erase any interest listed in the affidavit. The recorder of mortgages and the recorder of conveyances shall not be liable for any damages resulting to any person or entity as a consequence of the cancellation, termination, release, or erasure of any interest in compliance with this Section.

Acts 2008, No. 819, §1, eff. Jan. 1, 2009.

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable): _____

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____

PRESCRIPTION GUIDE

SECTION E – *General Prescription Law*

The Jefferson Parish Clerk of Court requires Mortgage Certificates, showing inscription to be cancelled and run in all mortgagors' names run through the appropriate prescriptive period.

Submit form with Mortgage Certificate. Form follows this section.

La. Revised Statutes & La. Civil Code Articles 3367 & 3368

La. Civil Code Article 3357

SECTION 2. METHOD AND DURATION OF RECORDATION

Art. 3357. Duration; general rule

Except as otherwise expressly provided by law, the effect of recordation of an instrument creating a mortgage or pledge or evidencing a privilege ceases ten years after the date of the instrument.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

La. Civil Code Article 3367

Art. 3367. Cancellation of recordation after effect of recordation has ceased

If the effect of recordation of a mortgage, pledge, or privilege has ceased for lack of reinscription, the recorder upon receipt of a written signed application shall cancel its recordation.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

La. Civil Code Article 3368

Art. 3368. Cancellation of judicial mortgage arising from judgment that has prescribed

Notwithstanding the reinscription of a judicial mortgage created by the filing of a judgment of a court of this state, the recorder shall cancel the judicial mortgage from his records upon any person's written request to which is attached a certificate from the clerk of the court rendering the judgment that no suit or motion was filed for its revival within the time required by Article 3501 or of a certified copy of a final and definitive judgment of the court rejecting the demands of the plaintiff in a suit or motion to revive the judgment.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

CANCELLATION OF INSCRIPTION(S) BY PRESCRIPTION

Insofar as the following inscriptions have become unenforceable and have prescribed and preempted, and the effect thereof has ceased because of the prescribed lapse of time, the undersigned presents mortgage certificates bearing all of the names concerned and covering the prescriptive period(s) and hereby authorizes, directs, and requests the Clerk of Court & Ex-Officio Recorder of Mortgages of Jefferson Parish, State of Louisiana, to cancel said encumbrance in full.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R. S. 44:110.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

DATE

SIGNATURE

PRINTED name of Above Signed Party: _____

Company (if applicable): _____

Title (if applicable): _____ *(Duly Authorized Agent)*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____



Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT

Mortgage & Conveyance/UCC Department

P.O. Box 10 • Gretna LA 70054-0010 • (504) 364-2954 • www.jpclerkofcourt.us

MORTGAGE CERTIFICATE

Mail to: _____

Address: _____

City/State/ZIP Code: _____

I, Jon A. Gegenheimer, Clerk of Court and Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, certify that this certificate has been run exclusively in the name or names hereunder set forth and not in any variations of said name or names.

Where a middle initial has been furnished, identical names with no middle initial or varying middle initial have not been run and will not be unless specifically requested. Where no middle initial has been furnished, identical names with middle initials have not been run and will not be unless specifically requested.

I hereby certify that there are no liens, claims, or mortgages of record in the mortgage records of this office in the exact name or names of:

affecting the following described property:

RUN FOR PRESCRIPTION OF MOB _____ FOLIO _____ INSTRUMENT # _____

SECTION F – Mortgages & Mortgages with Vendor’s Lien (by Prescription)

The Jefferson Parish Clerk of Court will NOT partially cancel mortgages by prescription.

The Jefferson Parish Clerk of Court will NOT cancel mortgages in favor of United States La. R.S. 9:5163.

Submit form with Mortgage Certificate. Form follows this section.

La. R.S. 9:5163

§5163. United States agencies mortgagees of record; no cancellation or subordination without notice

Mortgages and the recordation in which any agency or instrumentality of the United States, lending on mortgages secured by real estate is the mortgagee of record, cannot be cancelled, removed from the public records, or in any manner affected, by any sale in any succession, liquidation, insolvency, receivership, or partition proceeding, in any court, unless previous to the application or petition for sale, written notice thereof is given to the agency or instrumentality of the United States, the mortgagee of record. The notice unless waived in writing by the agency or instrumentality of the United States, the mortgagee of record, before or after the sale, must be filed in the proceeding, and a certified copy thereof served on the agency or instrumentality, the mortgagee of record, not less than ten days previous to the filing of the petition or application for the sale. In no event shall the mortgage held by the agency or instrumentality be made secondary to, or ranked or primed by any costs or fees in the proceedings, with the exception of the costs immediately and directly incident to the advertising and selling of the property.

COLLATERAL MORTGAGES

MORTGAGES WITH NOTE DUE ON DEMAND

MORTGAGES (WITH MATURITY UNDER 9 YEARS)

10 Years from file date. Submit form with Mortgage Certificate.

La. Civil Code Article 3357

SECTION 2. METHOD AND DURATION OF RECORDATION

Art. 3357. Duration; general rule

Except as otherwise expressly provided by law, the effect of recordation of an instrument creating a mortgage or pledge or evidencing a privilege ceases ten years after the date of the instrument.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

MORTGAGES WITH MATURITY OF 9 OR MORE YEARS

Maturity plus file date. Submit form with Mortgage Certificate.

La. Civil Code Article 3358

NOTE: Art. 3358 eff. until Jan. 1, 2015. See Acts 2014, No. 281, §1.

Art. 3358. Duration of recordation of certain mortgages and vendor's privileges

If an instrument creating a mortgage or evidencing a vendor's privilege describes the maturity of any obligation secured by the mortgage or privilege and if any part of the described obligation matures nine years or more after the date of the instrument, the effect of recordation ceases six years after the latest maturity date described in the instrument.

NOTE: Art. 3358 as amended by Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

Art. 3358. Duration of recordation of certain mortgages, pledges, and privileges

If an instrument creating a mortgage or pledge or evidencing a privilege describes the maturity of any obligation secured by the mortgage, pledge, or privilege and if any part of the described obligation matures nine years or more after the date of the instrument, the effect of recordation ceases six years after the latest maturity date described in the instrument.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

MULTIPLE INDEBTEDNESS MORTGAGES
MORTGAGES WITH NO TERMS OF MATURITY
10 Years from file date. Submit form with Mortgage Certificate

La. Civil Code Article 3298

Art. 3298. Mortgage may secure future obligations

A. A mortgage may secure obligations that may arise in the future.

B. As to all obligations, present and future, secured by the mortgage, notwithstanding the nature of such obligations or the date they arise, the mortgage has effect between the parties from the time the mortgage is established and as to third persons from the time the contract of mortgage is filed for registry.

C. A promissory note or other evidence of indebtedness secured by a mortgage need not be paraphrased for identification with the mortgage and need not recite that it is secured by the mortgage.

D. The mortgage may be terminated by the mortgagor or his successor upon reasonable notice to the mortgagee when an obligation does not exist and neither the mortgagor nor the mortgagee is bound to the other or to a third person to permit an obligation secured by the mortgage to be incurred. Parties may contract with reference to what constitutes reasonable notice.

E. The mortgage continues until it is terminated by the mortgagor or his successor in the manner provided in Paragraph D of this Article, or until the mortgage is extinguished in some other lawful manner. The effect of recordation of the mortgage ceases in accordance with the provisions of Articles 3357 and 3358.

Acts 1992, No. 779, §1; Acts 1995, No. 1087, §1; Acts 2010, No. 385, §1.

La. Civil Code Article 3357

SECTION 2. METHOD AND DURATION OF RECORDATION

Art. 3357. Duration; general rule

Except as otherwise expressly provided by law, the effect of recordation of an instrument creating a mortgage or pledge or evidencing a privilege ceases ten years after the date of the instrument.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

La. Attorney General Opinion No. 08-0228

April 27, 2009

OPINION 08-0228

10 CLERKS OF COURT

69 MORTGAGES

La. C.C. art. 3298; La. C.C. art. 3338; La. C.C. art. 3357

La. C.C. art. 3367

A mortgage to secure future obligations that does not describe the maturity of any obligation that it secures must be reinscribed within ten years from the date of the mortgage. Upon the receipt of a written signed application, the clerk of court shall cancel the recordation when such mortgage has not been reinscribed within ten years from the date of the mortgage.

Mr. Jon Gegenheimer
Clerk of Court
Parish of Jefferson
P. O. Box 10

Gretna, LA 70054

Dear Mr. Gegenheimer:

Our office received an opinion request from you regarding whether a mortgage to secure future obligations that does not describe the maturity of any obligation that it secures must be reinscribed within ten years from the date of the mortgage. This request has been assigned to me for research and reply.

La. C.C. art. 3298 authorizes a mortgage to secure an obligation which has not yet arisen into existence. La. C.C. art. 3298 states:

Art. 3298. Mortgage may secure future obligations

A. A mortgage may secure obligations that may arise in the future.

B. As to all obligations, present and future, secured by the mortgage, notwithstanding the nature of such obligations or the date they arise, the mortgage has effect between the parties from the time the mortgage is established and as to third persons from the time the contract of mortgage is filed for registry.

C. A promissory note or other evidence of indebtedness secured by a mortgage need not be paraphrased for identification with the mortgage and need not recite that it is secured by the mortgage.

D. The mortgage may be terminated by the mortgagor or his successor upon reasonable notice to the mortgagee when an obligation does not exist and neither the mortgagor nor the mortgagee is bound to the other or to a third person to permit an obligation secured by the mortgage to be incurred. Parties may contract with reference to what constitutes reasonable notice.

E. The mortgage continues until it is terminated by the mortgagor or his successor in the manner provided in Paragraph D of this Article, or until the mortgage is extinguished in some other lawful manner.

Pursuant to La. C.C. art. 3338, “the rights and obligations established or created by a mortgage to secure future obligations are without effect as to a third person unless the instrument is registered by recording it in the appropriate mortgage or conveyance records...”

Prior to 1993, former La. C.C. art. 3369 provided for the duration of effect of recordation.¹ It stated in pertinent part: Art. 3369. Reinscription of mortgages and privileges; duration of effect of recordation

A. (1) In all cases where mortgages and privileges, heretofore or hereafter recorded, secure the payment of an indebtedness, the whole of which matures less than nine years from the date of the obligation, the registry preserves the evidence of such mortgages and privileges during ten years, reckoning from the *date of the obligation*. (Emphasis added).

The pre-1993 rule assumed the mortgage would describe the obligations it secured adequately to determine the maturity from the act of mortgage. Since the mortgage to secure future obligations typically does not describe the maturity of the obligations secured (which may not be in existence at the time the mortgage is created), the pre-1993 rule was not adaptable to the mortgage to secure future obligations.

The 1993 enactment of former La. C.C. art. 3328 corrected this problem.² The 1993 revisions changed the ten year inscription period from ending ten years after the *date of the obligation* secured by the mortgage to ten years after the *date of the document*. La. C.C. art. 3328 stated:

Art. 3328. Duration of inscription; general rule

Except as otherwise expressly provided by legislation, the effect of recordation of a document creating a mortgage ... ceases ten years after the *date of the document*. (Emphasis added).

The 1993 revisions implicitly assumed that the mortgage may or may not describe the particular terms of the obligations it secured sufficiently to determine the maturity of the act of mortgage. Accordingly, the 1993 revisions made the general rule for the duration of an inscription adaptable to mortgages to secure future obligations.

In 2005, the Louisiana Legislature once again revised the Louisiana Civil Code articles governing inscription of mortgages. Act 169 of the 2005 Regular Session of the Louisiana Legislature repealed former La. C.C. art. 3328 and enacted La. C.C. art. 3357. Now, La. C.C. art. 3357 essentially provides the same general rule for the duration of an inscription as former La. C.C. art. 3328. ³ La. C.C. art. 3357 states:

Art. 3357. Duration of inscription; general rule

Except as otherwise expressly provided by law, the effect of recordation of an instrument creating a mortgage ... ceases ten years after the *date of the instrument*. (Emphasis added).

Based on the foregoing information, a mortgage to secure future obligations that does not describe the maturity of any obligation that it secures must be reinscribed within ten years from the date of the mortgage.

If the effect of recordation of a mortgage has ceased for lack of reinscription, the recorder upon receipt of written signed application shall cancel its recordation.⁴

In conclusion, it is the opinion of this office that a mortgage to secure future obligations that does not describe the maturity of any obligation that it secures must be reinscribed within ten years from the date of the mortgage. Upon the receipt of a written signed application, the clerk of court shall cancel the recordation when such mortgage has not been reinscribed within ten years from the date of the mortgage.

We hope the foregoing is helpful to you. Should you have other questions in which we may provide assistance, please contact this office.

Very truly yours,
JAMES D. "BUDDY" CALDWELL
ATTORNEY GENERAL

BY: _____
ERIN C. DAY
ASSISTANT ATTORNEY GENERAL

JDC/ECD/sfj

1 Former La. C.C. art. 3369 was repealed by Act 1132 of the 1992 Regular Session of the Louisiana Legislature.

2 Former La. C.C. art. 3328 was enacted by Act 1132 of the 1992 Regular Session of the Louisiana Legislature. It was subsequently repealed by Act 169 of the 2005 Regular Session of the Louisiana Legislature.

3 La. C.C. art. 3357 was enacted by Act 169 of the 2005 Regular Session of the Louisiana Legislature and became effective July 1, 2006.

4 La. C.C. art. 3367.

MORTGAGES IN FAVOR OF HOMESTEADS, SAVINGS & LOANS, FEDERAL BANKS, OR FEDERAL ASSOCIATIONS

La. R.S. 6:830(F) & (H)(2) Submit form with Mortgage Certificate.

La. R.S. 6:830

§830. Security for loan on immovable properties; purchase and sale of property

A. Except as otherwise provided in this Chapter, every loan on immovable property shall be secured by a mortgage upon the property, and also, where applicable, accompanied by a pledge to the association of any shares or savings accounts borrowed upon. Such mortgage shall provide specifically for full protection to the association with respect to the loan and additional advances, and the usual insurance risks, taxes, assessments, other governmental levies, maintenances, and repairs. The mortgage may provide for a pledge of leases and rents. A declaration of the pledge creates a valid and complete pledge of the shares or savings accounts and of all future payments or credits thereon.

B. Repealed by Acts 2015, No. 336, §2, eff. Jan. 1, 2016.

C. Repealed by Acts 1995, No. 1087, §5.

D.(1) If an association, to accomplish any of the powers granted it pursuant to this Chapter, purchases or secures property from any person and afterward sells or disposes of the same property to a borrower, the association has a privilege of equal rank as the vendor's privilege upon the property so acquired, sold, and disposed of for the security of the payment of the money due by the borrower.

(2) An association may contract with any person to acquire or purchase from him any property and afterward to sell or dispose of the same property to a borrower even though the agreement is at one and the same time. This contract shall not be considered or treated as a loan, but as a purchase or acquisition by the association and a sale by the association to the borrower, and the association, to secure payment of the amount due by the borrower, has a privilege of equal rank with a vendor of immovable property and enjoys for the protection of its claim and the enforcement of its loan all the rights, privileges, and securities which are now accorded by law to the vendor of immovable property.

(3) Repealed by Acts 2015, No. 336, §2, eff. Jan. 1, 2016.

E. In all sales made by associations of property acquired by them for the purpose of making a loan on the security of such property, the warranties and obligations imposed by law on vendors shall not apply to such associations.

F. A mortgage granted in favor of a savings and loan association and a vendor's privilege created in favor of a savings and loan association shall be subject to the rules provided by Chapter 2 of Title XXII-A of Book III of the Louisiana Civil Code.

G.(1) In all cases where immovable property is sold partly for cash and partly for credit and the credit portion of the purchase price is represented by a note secured by vendor's privilege and special mortgage, the note may be made payable to any association doing business under this Chapter and the association may purchase this note from the vendor. This note and vendor's lien or mortgage or obligation shall have the same preference and priority over other liens, charges, privileges, and encumbrances and shall have the same legal force and effect as if the vendor had sold the property to the association and the association had thereupon sold the property back to the

purchaser, and shall in every regard enjoy the same rank as the vendor privilege and mortgage created under the provisions of Subsections A and C of this Section.

(2) There may be inserted in the act of sale any and all provisions applicable to loans made through such associations and to the vendor's privilege and mortgage held by them, including a subscription to shares in the association, and the pledge of such shares or any savings accounts, and the purchaser's agreement to abide by the regulations of the association as set out in its articles of incorporation and bylaws.

(3) The association may intervene in the act of sale through its proper officer and acknowledge and accept the undertakings of the purchaser in its favor.

(4) This act of sale with vendor's privilege and mortgage, if recorded within three working days of its execution, when the registry is required to be made in the parish where the act was executed, and within five working days, if the registry is required to be made in any other parish of this state, shall have the same priority with regard to the effective date of recordation as is accorded vendor's privileges under the provisions of Louisiana Civil Code Article 3274, without regard to the time for recordation as provided therein.

(5) Repealed by Acts 2015, No. 336, §2, eff. Jan. 1, 2016.

H.(1) All mortgages executed upon immovable property in Louisiana in favor of associations organized and operating under the laws of the state shall have a rank equal to that of a vendor's privilege upon immovable property and shall have priority over all other liens, privileges, encumbrances, and mortgages upon the property, and the improvements and component parts thereon which are recorded or arise in any manner subsequent to the date of recordation of the mortgage in favor of the association, including tax privileges of any nature and character, except ad valorem taxes on immovable property and assessments for paving.

(2) If any mortgage provided for in this Section is placed on record within three working days of its execution, when the registry is required to be made in the parish where the act was executed, and within five working days, if the registry is required to be made in any other parish of this state, it shall have and enjoy the same priority in regard to the effective date of such recordation as is accorded vendor's liens under the provisions of Louisiana Civil Code Article 3274, without regard to the time for recordation as provided therein.

(3) The associations adopting the procedure set forth in this Section shall have all of the rights and privileges of a vendor to the same extent and in the same manner as if a sale to the association, and a sale by the association to a borrower had in fact been consummated, the intent of this Section being merely to provide an optional procedure without altering in any manner any of the rights accorded to, and obligations incurred by, associations prior to the passage of this Section.

I. No mortgage provided for in this Section can be cancelled, removed from the public records, or in any manner affected by any sale in a succession, liquidation, insolvency, receivership, bankruptcy, or partition proceedings, unless prior to the application or petition for the sale, at least ten days written notice of the sale is given by certified or registered mail to the association in whose favor the mortgage was executed. Waiver of this notice by the association shall be in writing and shall be filed in the court authorizing or ordering the sale. In the event the sale is made, the mortgage in favor of the association shall not be made secondary to and shall not be primed by any costs, fees, or charges of any kind in such proceeding, except the costs of advertising and selling the property.

Acts 1970, No. 234, §1. Amended by Acts 1977, No. 689, §1; Acts 1981, No. 292, §1; Acts 1981, No. 328, §1; Acts 1983, No. 675, §1; Acts 1985, No. 349, §1, eff. Jan. 1, 1986; Acts 1986, No. 161, §1; Acts 1995, No. 1087, §5; Acts 2015, No. 336, §§1, 2, eff. Jan. 1, 2016.

MORTGAGES WITH VENDOR'S LIEN

Submit form with Mortgage Certificate.

La. R.S. 6:902

§902. Companion authority

A. It is expressly provided that such powers, privileges, benefits, immunities, and exemptions that are provided by the laws of this state for associations organized under the laws of this state and for the members, stockholders, depositors, or borrowers thereof; and the vendors liens, mortgages on movables or immovables, or both, acts of pledge and other forms of security contracts executed in favor of federal associations shall, in all respects, have the same effect, rank, and priority against all other privileges, liens, encumbrances, and creditors of the mortgagor, pledgor, or other debtor granting security and all debtors subsequently affected thereby, and shall also confer all rights, powers, advantages, privileges, remedies, and immunities conferred upon associations organized under the laws of this state, and inscription of any such security contract in favor of a federal association shall have effect for the same period of time without necessity of reinscription, and reinscription shall also have effect for the same period of time as is now or may hereafter be provided by laws of this state for associations organized under the laws of this state. All contracts made by, or in favor of such federal associations shall confer upon them the same rights, powers, advantages, privileges, remedies, and immunities as conferred by this state upon state associations.

B. Notwithstanding any other provision of this Chapter, and for the purpose of providing a means by which state associations may have authority consistent with that granted federal associations, the commissioner shall have the power to establish and promulgate regulations he deems necessary and in the best interest of the state associations, consistent with the regulations of the Federal Home Bank and the Federal Deposit Insurance Corporation, consistent with services offered by and authority vested in, federal associations, and in furtherance of and/or incidental to the exercise of the powers of associations generally and as enumerated in R.S. 6:731.

Acts 1970, No. 234, §1. Amended by Acts 1975, No. 278, §1; Acts 1983, No. 675, §1.

REINSCRIPTIONS OF MORTGAGES

(NOT IN FAVOR OF HOMESTEADS, SAVINGS & LOANS, FEDERAL BANKS, OR FEDERAL ASSOCIATIONS)

10 years from file date. Submit form with Mortgage Certificate.

La. Civil Code Article 3365

A notice of reinscription that is recorded after the effect of recordation of the instrument sought to be reinscribed has ceased, again produces the effects of recordation, but only from the time that the notice of reinscription is recorded. The effect of recordation pursuant to this Article shall continue for ten years from the date on which the notice of reinscription is recorded, and the instrument may be reinscribed thereafter from time to time as provided by Article 3362.

Reinscription pursuant to this Article does not require that the mortgage or pledge or evidence of privilege be again recorded, even if the original recordation has been cancelled.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

CANCELLATION OF INSCRIPTION(S) BY PRESCRIPTION

Insofar as the following inscriptions have become unenforceable and have prescribed and preempted, and the effect thereof has ceased because of the prescribed lapse of time, the undersigned presents mortgage certificates bearing all of the names concerned and covering the prescriptive period(s) and hereby authorizes, directs, and requests the Clerk of Court & Ex-Officio Recorder of Mortgages of Jefferson Parish, State of Louisiana, to cancel said encumbrance in full.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R. S. 44:110.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

DATE

SIGNATURE

PRINTED name of Above Signed Party: _____

Company (if applicable): _____

Title (if applicable): _____ *(Duly Authorized Agent)*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____



Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT

Mortgage & Conveyance/UCC Department

P.O. Box 10 • Gretna LA 70054-0010 • (504) 364-2954 • www.jpclerkofcourt.us

MORTGAGE CERTIFICATE

Mail to: _____

Address: _____

City/State/ZIP Code: _____

I, Jon A. Gegenheimer, Clerk of Court and Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, certify that this certificate has been run exclusively in the name or names hereunder set forth and not in any variations of said name or names.

Where a middle initial has been furnished, identical names with no middle initial or varying middle initial have not been run and will not be unless specifically requested. Where no middle initial has been furnished, identical names with middle initials have not been run and will not be unless specifically requested.

I hereby certify that there are no liens, claims, or mortgages of record in the mortgage records of this office in the exact name or names of:

affecting the following described property:

RUN FOR PRESCRIPTION OF MOB _____ FOLIO _____ INSTRUMENT # _____

SECTION G – Judgments

The Jefferson Parish Clerk of Court will partially cancel inscription as to only one party involved if not all parties to the judgment appear on the Mortgage Certificate.

Submit form with Mortgage Certificate. Form follows this section.

MONEY JUDGMENTS

(NOT IN FAVOR OF ANY FEDERAL GOVERNMENT AGENCY)

The Jefferson Parish Clerk of Court will partially cancel inscription as to only one party involved if not all parties to the judgment appear on the Mortgage Certificate.

10 years from date rendered. Submit form with Mortgage Certificate.

La. Civil Code Article 3359

Art. 3359. Duration of recordation of judicial mortgage

The effect of recordation of a judgment creating a judicial mortgage ceases ten years after the date of the judgment.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

La. Civil Code Article 3368

Art. 3368. Cancellation of judicial mortgage arising from judgment that has prescribed

Notwithstanding the reinscription of a judicial mortgage created by the filing of a judgment of a court of this state, the recorder shall cancel the judicial mortgage from his records upon any person's written request to which is attached a certificate from the clerk of the court rendering the judgment that no suit or motion was filed for its revival within the time required by Article 3501 or of a certified copy of a final and definitive judgment of the court rejecting the demands of the plaintiff in a suit or motion to revive the judgment.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2014, No. 281, §1, eff. Jan. 1, 2015.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

La. Civil Code Article 3501

Art. 3501. Prescription and revival of money judgments

A money judgment rendered by a trial court of this state is prescribed by the lapse of ten years from its signing if no appeal has been taken, or, if an appeal has been taken, it is prescribed by the lapse of ten years from the time the judgment becomes final.

An action to enforce a money judgment rendered by a court of another state or a possession of the United States, or of a foreign country, is barred by the lapse of ten years from its rendition; but such a judgment is not enforceable in this state if it is prescribed, barred by the statute of limitations, or is otherwise unenforceable under the laws of the jurisdiction in which it was rendered.

Any party having an interest in a money judgment may have it revived before it prescribes, as provided in Article 2031 of the Code of Civil Procedure. A judgment so revived is subject to the prescription provided by the first paragraph of this Article. An interested party may have a money judgment rendered by a court of this state revived as often as he may desire.

Acts 1983, No. 173, §1, eff. Jan. 1, 1984.

La. R.S. 9:5685

§5685. Prescription against the state

A. All judgments in favor of the state against all persons and the effect of recordation thereof shall be prescribed by the lapse of ten years from the date of the signing of the judgment if rendered by a trial court or from its rendition if rendered by an appellate court. Nevertheless, only a political subdivision or municipality, as defined in Louisiana Constitution Article VI, Section 44, may reinscribe the judgment as provided by law.

B. All liens and privileges in favor of the state securing a claim and the effect of recordation thereof shall be prescribed by the lapse of ten years from the date of recordation of such privilege or lien or by the lapse of a shorter prescriptive period applicable to the claim secured by the lien or privilege. Nevertheless, the liens and privileges may be reinscribed only by a political subdivision or municipality, as defined in Louisiana Constitution Article VI, Section 44, in the same manner as an instrument creating a mortgage in accordance with Civil Code Article 3362.

C. As used in Subsections A and B of this Section, "state" shall include departments, agencies, and political subdivisions of the state. "Political subdivision" shall have the same meaning as provided in Louisiana Constitution Article VI, Section 44(2), and "municipality" as used in that definition shall have the same meaning as provided in Louisiana Constitution Article VI, Section 44(3).

Added by Acts 1974, No. 386, §1. Amended by Acts 1977, No. 311, §1. Acts 1984, No. 407, §1; Acts 2008, No. 848, §1.

MONEY JUDGMENTS

(IN FAVOR OF ANY FEDERAL GOVERNMENT AGENCY)

The Jefferson Parish Clerk of Court will partially cancel inscription as to only one party involved if not all parties to the judgment appear on the Mortgage Certificate. 20 years from date rendered; must be accompanied by a No Suit Certificate. Submit form with Mortgage Certificate.

28 United States Code Section 3201

28 U.S. Code § 3201 - Judgment liens

(a) Creation.-A judgment in a civil action shall create a lien on all real property of a judgment debtor on filing a certified copy of the abstract of the judgment in the manner in which a notice of tax lien would be filed under paragraphs (1) and (2) of section 6323(f) of the Internal Revenue Code of 1986. A lien created under this paragraph is for the amount necessary to satisfy the judgment, including costs and interest.

(b) Priority of Lien.-A lien created under subsection (a) shall have priority over any other lien or encumbrance which is perfected later in time.

(c) Duration of Lien; Renewal.-*(1) Except as provided in paragraph (2), a lien created under subsection (a) is effective, unless satisfied, for a period of 20 years.*

(2) Such lien may be renewed for one additional period of 20 years upon filing a notice of renewal in the same manner as the judgment is filed and shall relate back to the date the judgment is filed if-

(A) the notice of renewal is filed before the expiration of the 20-year period to prevent the expiration of the lien; and

(B) the court approves the renewal of such lien under this paragraph.

(d) Release of Judgment Lien.-A judgment lien shall be released on the filing of a satisfaction of judgment or release of lien in the same manner as the judgment is filed to obtain the lien.

(e) Effect of Lien on Eligibility for Federal Grants, Loans or Programs.-A debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan which is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied. The agency of the United States that is responsible for such grants and loans may promulgate regulations to allow for waiver of this restriction on eligibility for such grants, loans, and funds.

(f) Sale of Property Subject to Judgment Lien.-*(1) On proper application to a court, the court may order the United States to sell, in accordance with sections 2001 and 2002, any real property subject to a judgment lien in effect under this section.*

(2) This subsection shall not preclude the United States from using an execution sale pursuant to section 3203(g) to sell real property subject to a judgment lien.

(Added Pub. L. 101-647, title XXXVI, §3611, Nov. 29, 1990, 104 Stat. 4948.)

References in Text

Section 6323(f) of the Internal Revenue Code of 1986, referred to in subsec. (a), is classified to section 6323(f) of Title 26, Internal Revenue Code.

JUDGMENT OF BOND FORFEITURE

JUDGMENT IN FAVOR OF THE STATE FOR COLLECTION ON STUDENT LOANS

The Jefferson Parish Clerk of Court will partially cancel inscription as to only one party involved if not all parties to the judgment appear on the Mortgage Certificate.

10 years from date rendered. Submit form with Mortgage Certificate.

La. R.S. 9:5685

§5685. Prescription against the state

A. All judgments in favor of the state against all persons and the effect of recordation thereof shall be prescribed by the lapse of ten years from the date of the signing of the judgment if rendered by a trial court or from its rendition if rendered by an appellate court. Nevertheless, only a political subdivision or municipality, as defined in Louisiana Constitution Article VI, Section 44, may reinscribe the judgment as provided by law.

B. All liens and privileges in favor of the state securing a claim and the effect of recordation thereof shall be prescribed by the lapse of ten years from the date of recordation of such privilege or lien or by the lapse of a shorter prescriptive period applicable to the claim secured by the lien or privilege. Nevertheless, the liens and privileges may be reinscribed only by a political subdivision or municipality, as defined in Louisiana Constitution Article VI, Section 44, in the same manner as an instrument creating a mortgage in accordance with Civil Code Article 3362.

C. As used in Subsections A and B of this Section, "state" shall include departments, agencies, and political subdivisions of the state. "Political subdivision" shall have the same meaning as provided in Louisiana Constitution Article VI, Section 44(2), and "municipality" as used in that definition shall have the same meaning as provided in Louisiana Constitution Article VI, Section 44(3).

Added by Acts 1974, No. 386, §1. Amended by Acts 1977, No. 311, §1. Acts 1984, No. 407, §1; Acts 2008, No. 848, §1.

La. R.S. 15:89

§89. Prescription of forfeiture judgment; revival; prescription by limitation of prosecution

A. Every judgment decreeing the forfeiture of any appearance bond, and every mortgage resulting from the recordation of such judgment, shall be prescribed by the lapse of ten years from the rendition of such judgment; provided, that the district attorney or any party in interest may have such judgment revived at any time before it is prescribed by taking, in the court which rendered said judgment, a rule upon the persons against whom said judgment was rendered, to show cause why the same should not be revived and unless, upon the trial of said rule, such cause be shown, said judgment shall be revived.

B. Any judgment revived as provided in Subsection A of this Section shall continue in full force for ten years from the date of the order of court reviving the same, and any such judgment may be revived as often as the district attorney or any party interested may desire.

C. Any bail bond posted and still in effect at the time the limitation for prosecution has lapsed pursuant to Title 17 of the Code of Criminal Procedure shall be null and void and not collectible unless previously forfeited.

Acts 1966, No. 311, §2, eff. Jan. 1, 1967; Acts 2001, No. 1030, §1.

La. Attorney General Opinion No. 10-0222

November 5, 2010

OPINION 10-0222

La. R.S. 9:5701
La. C.C. Art. 3501

The clerk of court may cancel a judgment that has not been revived after ten years regardless of whether the judgment is in favor of a charitable or educational institution and the cause of action underlying the judgment is a student loan, stipend, or benefit due to the charitable or educational institution.

Hon. Jon A. Gegenheimer
Jefferson Parish Clerk of Court
Post Office Box 10
Gretna, Louisiana 70054

Dear Mr. Gegenheimer,

Your request for an opinion of the attorney general regarding prescription of judgments has been forwarded to me for reply. The questions presented in your request are based upon your interpretation of the following statutes and code articles:

La. R.S. 9:5701 provides, in part, as follows:

(A) Except as provided in Subsection B of this Section, actions for debts including student loans, stipends, or benefits due to any charitable or educational institution in the state . . . are prescribed by thirty years, provided the debt is evidenced in writing.

(B) Actions for debts, due to public institutions of higher education in this state, other than student loans, stipends, or benefits are prescribed by ten years, provided the debt is evidenced in writing.

La. R.S. 9:5685 provides that, “[a]ll judgments in favor of the state against all persons and the effect of recordation thereof shall be prescribed by the lapse of ten years from the date of the signing of the judgment”

La. C.C. art. 3359 provides that “[t]he effect of recordation of a judgment creating a judicial mortgage ceases ten years after the date of the judgment.”

La. C.C. art. 3501 has a similar provision for money judgments. It provides in part that “[a] money judgment rendered by a trial court of this state is prescribed by the lapse of ten years from its signing if no appeal has been taken, or, if an appeal has been taken, it is prescribed by the lapse of ten years from the time the judgment becomes final.”

In light of these provisions, you ask the following:

(1) If I, as clerk of court, am requested to cancel a judgment that has not been revived or reinscribed in ten years, may I cancel the judgment if it is in favor of a charitable or educational institution and the judgment shows on its face that it is based upon an action or debt for a student loan, stipend, etc. (i.e., that has a thirty year prescriptive period)?

(2) If the judgment does not show on its face that it is based upon an act or a debt for a student loan, stipend, or benefit, would such judgment also prescribe in ten years?

It appears that these questions are based on the assumption that La. R.S. 9:5701, which discusses a 30 year prescriptive period, conflicts with La. R.S. 9:5685 and La. C.C. arts. 3359 and 3501, which each mention a ten year prescriptive period. These provisions do not conflict. Instead, they address the prescription of two different things: a cause of action and a judgment.

La. R.S. 9:5701 provides that “actions for debts including student loans, stipends, or benefits due to any charitable or educational institution in the state . . . are reinscribed by thirty years. . . .” This means that the charitable or educational institution has thirty years in which to sue the defendant to collect a debt for student loans, stipends or benefits due to it. If the suit is not filed in thirty years, the cause of action prescribes.

However, if a suit is filed and judgment awarded, the judgment is good for ten years, after which it prescribes. Money judgments rendered by a trial court in Louisiana prescribe by the lapse of ten years from the signing if no appeal has been taken or if an appeal has been taken, they prescribe in ten years from the time that the judgment becomes final. La. C.C. art 3501. A party desiring to have a money judgment revived may file an ex parte motion to revive the judgment at any time before it prescribes. La. C.C.P. Art. 2031(A). At any time after the signing of the judgment of revival, the judgment debtor, by contradictory motion, may have the judgment of revival annulled by showing that it was satisfied prior to the signing of the judgment of revival. La. C.C.P. art. 2031(B).

Accordingly, for the reasons stated above, the answer to both of your questions is ‘yes.’ If you are requested to cancel a judgment that has not been revived after ten years, you may do so regardless of whether the judgment is in favor of a charitable or educational institution and the cause of action underlying the judgment is a student loan, stipend, or benefit due to the charitable or educational institution and regardless of whether the debt giving rise to the judgment shows on its face that it was based upon an act or a debt for a student loan, stipend, or benefit.

We hope that this opinion has adequately addressed the legal issues you have raised. If our office can be of any further assistance, please do not hesitate to contact us.

Yours very truly,
JAMES D. “BUDDY” CALDWELL

Attorney General

By: _____
Lindsey K. Hunter
Assistant Attorney General

JDC/LKH/crt

JUDGMENT FOR COLLECTION OF CHILD SUPPORT

*The Jefferson Parish Clerk of Court will partially cancel inscription as to only one party involved if not all parties to the judgment appear on the Mortgage Certificate.
10 years from date rendered. Submit form with Mortgage Certificate.*

La. R.S. 13:4291

§4291. Effect of child support payments; legal mortgage and privilege; affidavit of support owed; prescription

A. Each payment of child support that is past due under the provisions of an award for child support rendered in a court of this state, or under a foreign child support order registered under the provisions of the Uniform Interstate Family Support Act shall on and after such payment is due be deemed a judgment by operation of law and shall be executory in all respects except that the court shall, in a summary proceeding, determine the amount actually owed. A judgment rendered in such summary proceeding shall not have the effect of a judicial mortgage until it is final and has been recorded in the manner provided by law. Each payment of child support made pursuant to the judgment ordering support, including those payments made through income assignment orders, seizures, or tax intercepts, shall interrupt prescription. ***Notwithstanding any other law to the contrary, prescription shall not begin to run against any such judgment until the child reaches the age of majority or the obligation to provide child support ceases.***

B.(1) In all cases where the Department of Children and Family Services is enforcing child support services, a judgment created by operation of law pursuant to Subsection A of this Section shall be executory in all respects, without the necessity of a judicial proceeding to determine the amount actually owed. The director of the child support enforcement section, office of children and family services, Department of Children and Family Services, or his designee shall certify the actual amount in an affidavit entitled "Child Support Mortgage and Privilege by Affidavit of DCFS". Such affidavit shall have the effect of a judgment and when filed and recorded in the manner provided by law shall create a legal mortgage and privilege as provided in R.S. 46:236.16. Notwithstanding any other law to the contrary, prescription shall not begin to run against any such judgment until the child reaches the age of majority or the obligation to provide child support ceases.

(2) The intentional making of a false statement in an affidavit provided for in this Subsection shall constitute a false statement as provided for in R.S. 14:125.

C. The department shall provide notice by certified mail, by personal service, or by domiciliary service, to the child support obligor thirty days prior to a "Child Support Mortgage and Privilege by Affidavit of DCFS" being filed and recorded. The notice shall advise the child support obligor that he has fifteen days to file an appeal. Upon notice of appeal, the department shall schedule a judicial hearing. Notwithstanding any other law to the contrary, prescription shall not begin to run against any such judgment until the child reaches the age of majority or the obligation to provide child support ceases.

Added by Acts 1987, No. 745, §1. Redesignated from R.S. 9:313 by Acts 1993, No. 261, §10, eff. Jan. 1, 1994; Acts 1997, No. 1118, §1; Acts 2004, No. 186, §1, eff. June 10, 2004; Acts 2008, No. 444, §2; Acts 2012, No. 255, §4.

CANCELLATION OF INSCRIPTION(S) BY PRESCRIPTION

Insofar as the following inscriptions have become unenforceable and have prescribed and preempted, and the effect thereof has ceased because of the prescribed lapse of time, the undersigned presents mortgage certificates bearing all of the names concerned and covering the prescriptive period(s) and hereby authorizes, directs, and requests the Clerk of Court & Ex-Officio Recorder of Mortgages of Jefferson Parish, State of Louisiana, to cancel said encumbrance in full.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R. S. 44:110.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

DATE

SIGNATURE

PRINTED name of Above Signed Party: _____

Company (if applicable): _____

Title (if applicable): _____ *(Duly Authorized Agent)*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____



Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT

Mortgage & Conveyance/UCC Department

P.O. Box 10 • Gretna LA 70054-0010 • (504) 364-2954 • www.jpclerkofcourt.us

MORTGAGE CERTIFICATE

Mail to: _____

Address: _____

City/State/ZIP Code: _____

I, Jon A. Gegenheimer, Clerk of Court and Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, certify that this certificate has been run exclusively in the name or names hereunder set forth and not in any variations of said name or names.

Where a middle initial has been furnished, identical names with no middle initial or varying middle initial have not been run and will not be unless specifically requested. Where no middle initial has been furnished, identical names with middle initials have not been run and will not be unless specifically requested.

I hereby certify that there are no liens, claims, or mortgages of record in the mortgage records of this office in the exact name or names of:

affecting the following described property:

RUN FOR PRESCRIPTION OF MOB _____ FOLIO _____ INSTRUMENT # _____

SECTION H – *Liens, Various Other Documents*

The Jefferson Parish Clerk of Court will partially cancel inscription as to only one party involved if not all parties to the judgment appear on the Mortgage Certificate.

Submit form with Mortgage Certificate. Form follows this section.

BUILDING CONSTRUCTION LIEN

La. R.S. 9:4833

§4833. Request to cancel the inscription of claims and privileges; cancellation; notice of pendency of action

A. If a statement of claim or privilege is improperly filed or if the claim or privilege preserved by the filing of a statement of claim or privilege is extinguished, an owner or other interested person may require the person who has filed a statement of the claim or privilege to give a written request for cancellation in the manner provided by law directing the recorder of mortgages to cancel the statement of claim or privilege from his records. The request shall be delivered within ten days after a written request for it is received by the person filing the statement of claim or privilege.

B. One who, without reasonable cause, fails to deliver a written request for cancellation in proper form to cancel the claim or privilege as required by Subsection A of this Section shall be liable for damages suffered by the owner or person requesting the authorization as a consequence of the failure and for reasonable attorney fees incurred in causing the statement to be cancelled.

C. A person who has properly requested a written request for cancellation shall have an action pursuant to R.S. 44:114 against the person required to deliver the written request to obtain a judgment declaring the claim or the privilege extinguished and directing the recorder of mortgages to cancel the statement of claim or privilege if the person required to give the written request fails or refuses to do so within the time required by Subsection A of this Section. The plaintiff may also seek recovery of the damages and attorney fees to which he may be entitled under this Section.

D. The recorder of mortgages shall cancel a statement of a claim or privilege from his records upon the filing with him by any person of a written request for cancellation in proper form or when he is ordered to do so by judgment of the court.

E. The effect of filing for recordation of a statement of claim or privilege and the privilege preserved by it shall cease as to third persons unless a notice of pendency of action in accordance with Article 3752 of the Code of Civil Procedure, identifying the suit required to be filed by R.S. 9:4823 is filed within one year after the date of filing the statement of claim or privilege. In addition to the requirements of Article 3752 of the Code of Civil Procedure, the notice of pendency of action shall contain a reference to the notice of contract, if one is filed, or a reference to the recorded statement of claim or privilege if a notice of contract is not filed.

Acts 1981, No. 724, §1, eff. Jan. 1, 1982; Acts 1985, No. 711, §1; Acts 2005, No. 169, §4, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2012, No. 394, §2.

CONDOMINIUM LIEN

(FOR COLLECTION OF CONDO ASSOCIATION DUES)

La. R.S. 9:1123.115

§1123.115. Privilege on immovables

A.(1) The association shall have a privilege on a condominium parcel for all unpaid or accelerated sums assessed by the association, any fines or late fees in excess of two hundred fifty dollars, and interest thereon at the rate provided in the condominium declaration or, in the absence thereof, at the legal interest rate. This privilege shall also secure reasonable attorney fees incurred by the association incident to the collection of the assessment or enforcement of the privilege. Further, if the unit owner fails to timely pay the assessments for common elements for a period of three months or more during any eight-month period and notice to the delinquent unit owner is provided as set forth in Paragraph (3) of this Subsection, the association may accelerate the assessment on the common elements for a twelve-month period and file a privilege for the accelerated sums. Assessments for common elements are those assessments that are collected on a regular basis by the association for routine expenditures associated with the property.

(2) To be preserved, the privilege shall be evidenced by a claim of privilege, signed and verified by affidavit of an officer or agent of the association, and shall be filed for registry in the mortgage records in the parish in which the condominium is located. The claim of privilege shall include a description of the condominium parcel, the name of its

record owner, the amount of delinquent or accelerated assessment, the date on which the assessment became delinquent, and any fines or late fees assessed in excess of two hundred fifty dollars.

(3) The association shall, at least seven days prior to the filing for registry of the privilege, serve upon the delinquent unit owner a sworn detailed statement of its claim for the delinquent or accelerated assessment that includes the date said assessment became delinquent or accelerated, which service shall be effected by personal service, or registered or certified mail.

(4) If the condominium association files a lien pursuant to this Section and the lien is for an amount of the assessment or dues secured by the privilege allowed pursuant hereto that is not owed, in whole or in part, and any owner or interest holder of the condominium unit affected by the privilege files suit to obtain a complete or partial release of such lien or privilege, then in such event the condominium association filing the lien shall be liable to the owner or interest holder in the condominium for the expenses of obtaining the release, in whole or in part, including reasonable attorney fees and all costs associated therewith.

B. A claim of privilege recorded, as set forth in Subsection A of this Section, shall preserve the privilege against the condominium parcel for a period of five years from the date of recordation. The effect of recordation shall cease and the privilege preserved by this recordation shall preempt unless a notice of filing of suit, giving the name of the court, the title and number of the proceedings and date of filing, a description of the condominium parcel and the name of the unit owner, on the claim is recorded within five years from the date of the recordation of the inscription of the claim. Such notice of filing suit shall preserve the privilege until the court in which the suit is filed shall order the cancellation of the inscription of the claim and the notice of filing of suit on the claim or until the claimant authorizes the clerk of court or recorder of mortgages to cancel the inscriptions.

C. A privilege under this Section is superior to all other liens and encumbrances on a unit except (1) privileges, mortgages, and encumbrances recorded before the recordation of the declaration, (2) privileges, mortgages, and encumbrances on the unit recorded before the recordation of the privilege as provided in Subsection B of this Section, (3) immovable property taxes, and (4) governmental assessments in which the unit is specifically described.

Acts 1979, No. 682, §1; Acts 1988, No. 979, §1; Acts 2006, No. 358, §1; Acts 2010, No. 245, §1; Acts 2016, No. 244, §1.

MINOR'S MORTGAGE

La. Code of Civil Procedure Article 4134

Art. 4134. Natural tutor; bond; recordation of certificate of inventory or detailed descriptive list

A. Except as provided in Article 4135, a natural tutor shall not be required to furnish bond, but shall record in the mortgage records of the parish of his domicile a certificate of the clerk setting forth the date of birth of the minor, the last four digits of the social security number of the tutor and the total value of the minor's property according to the inventory or detailed descriptive list filed in the tutorship proceeding. If the minor has no assets, then no certificate need be filed until he acquires assets. If the only asset is a contested claim, then no certificate need be filed until the claim is recovered, as provided in Article 4131(D). A certificate of the recorder of mortgages setting forth the recordation of the clerk's certificate shall be filed in the tutorship proceedings before the tutor is appointed or letters of tutorship are issued.

B. Within thirty days after his appointment, the natural tutor shall cause the clerk's certificate to be recorded in the mortgage records of every other parish in the state in which he owns immovable property.

C. The recordation operates as a legal mortgage for the amount of the certificate in favor of the minor on all the immovable property of the tutor situated within any parish where recorded. A certificate recorded in the amount of zero dollars shall not create a legal mortgage. If the certificate does not contain the information required by Paragraph A of this Article, it will not be effective against third parties.

D. The legal mortgage shall prescribe four years after the minor reaches majority and shall be canceled from the mortgage record upon the request of any interested party.

Acts 1983, No. 344, §1; Acts 2003, No. 728, §1; Acts 2004, No. 322, §1; Acts 2014, No. 189, §1.

La. Civil Code Article 3360

Art. 3360. Duration of recordation of mortgage given by tutor, curator, or succession representative

A. The effect of recordation of a legal mortgage over the property of a natural tutor, or of a special mortgage given for the faithful performance of his duties by a tutor or a curator of an interdict, ceases four years after the tutorship or curatorship terminates, or, if the tutor or curator resigns or is removed, four years after the judgment that authorizes the resignation or removal.

B. The effect of recordation of a special mortgage given for the faithful performance of his duties by a curator of an absent person or by a succession representative ceases four years after homologation of his final account, or, if the curator or representative resigns or is removed, four years after the judgment that authorizes that resignation or removal. In any event, the effect of recordation ceases ten years after the date of the act of mortgage.

Acts 2005, No. 169, §1, eff. Jan. 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005.

NOTE: Acts 2005, 1st Ex. Sess., No. 13, §1, changed the effective date of Acts 2005, No. 169, to July 1, 2006.

SUBDIVISION LIEN (ON LOTS)

La. R.S. 9:1147

§1147. Privilege; five year period

A recorded sworn statement shall preserve the privilege against the lot or lots and improvements thereon for a period of five years after the date of recordation. The effect of recordation shall cease and the privilege preserved by this recordation shall perempt unless a suit to enforce the privilege is filed within five years after the date of its recordation and a notice of the filing of such suit is filed in the mortgage records of the parish in which the subdivision is located.

Added by Acts 1979, No. 583, §1.

FEDERAL TAX LIEN

USC Title 26 enacted through 2008

§ 6502. Collection after assessment

(a) Length of period. Where the assessment of any tax imposed by this title has been made within the period of limitation properly applicable thereto, such tax may be collected by levy or by a proceeding in court, but only if the levy is made or the proceeding begun—

(1) within 10 years after the assessment of the tax, or

(2) if—

(A) there is an installment agreement between the taxpayer and the Secretary, prior to the date which is 90 days after the expiration of any period for collection agreed upon in writing by the Secretary and the taxpayer at the time the installment agreement was entered into; or

(B) there is a release of levy under section 6343 after such 10-year period, prior to the expiration of any period for collection agreed upon in writing by the Secretary and the taxpayer before such release. If a timely proceeding in court for the collection of a tax is commenced, the period during which such tax may be collected by levy shall be extended and shall not expire until the liability for the tax (or a judgment against the taxpayer arising from such liability) is satisfied or becomes unenforceable.

(b) Date when levy is considered made. The date on which a levy on property or rights to property is made shall be the date on which the notice of seizure provided in section 6335 (a) is given.

STATE OR LOCAL TAX LIENS

SPECIAL ASSESSMENT LIENS

(SEWERAGE, WATER, PAVING, ETC.)

GRASS CUTTING & CODE ENFORCEMENT LIENS

La. R.S. 9:5685

§5685. Prescription against the state

A. All judgments in favor of the state against all persons and the effect of recordation thereof shall be prescribed by the lapse of ten years from the date of the signing of the judgment if rendered by a trial court or from its rendition

if rendered by an appellate court. Nevertheless, only a political subdivision or municipality, as defined in Louisiana Constitution Article VI, Section 44, may reinscribe the judgment as provided by law.

B. All liens and privileges in favor of the state securing a claim and the effect of recordation thereof shall be prescribed by the lapse of ten years from the date of recordation of such privilege or lien or by the lapse of a shorter prescriptive period applicable to the claim secured by the lien or privilege. Nevertheless, the liens and privileges may be reinscribed only by a political subdivision or municipality, as defined in Louisiana Constitution Article VI, Section 44, in the same manner as an instrument creating a mortgage in accordance with Civil Code Article 3362.

C. As used in Subsections A and B of this Section, "state" shall include departments, agencies, and political subdivisions of the state. "Political subdivision" shall have the same meaning as provided in Louisiana Constitution Article VI, Section 44(2), and "municipality" as used in that definition shall have the same meaning as provided in Louisiana Constitution Article VI, Section 44(3).

Added by Acts 1974, No. 386, §1. Amended by Acts 1977, No. 311, §1. Acts 1984, No. 407, §1; Acts 2008, No. 848, §1.

La. Constitution Section VI, Article 44

PART V. DEFINITIONS

§44. Terms Defined

Section 44. As used in this Article:

- (1) "Local governmental subdivision" means any parish or municipality.
- (2) ***"Political subdivision" means a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions.***
- (3) "Municipality" means an incorporated city, town, or village.
- (4) "Governing authority" means the body which exercises the legislative functions of the political subdivision.
- (5) "General law" means a law of statewide concern enacted by the legislature which is uniformly applicable to all persons or to all political subdivisions in the state or which is uniformly applicable to all persons or to all political subdivisions within the same class.
- (6) "General obligation bonds" means those bonds, the principal and interest of which are secured by and payable from ad valorem taxes levied without limitation as to rate or amount.
- (7) "Deep-water port commissions" and "deep-water port, harbor, and terminal districts" mean those commissions or districts within whose territorial jurisdiction exist facilities capable of accommodating vessels of at least twenty-five feet of draft and of engaging in foreign commerce.

SEIZURES (SHERIFF'S)

La. Code of Civil Procedure Article 2293

Art. 2293. Notice to judgment debtor; appointment of attorney

A. Upon making a seizure of immovable property, the sheriff shall file with the recorder of mortgages of the parish in which the immovable property is located a notice of seizure setting forth the title and docket number of the action out of which the writ issued, the judicial district and parish in which the action is pending, and a description of the immovable property.

B.(1) After the seizure of property, the sheriff shall serve promptly upon the judgment debtor a written notice of the seizure and a list of the property seized, in the manner provided for service of citation. Such notice of seizure shall be accomplished by personal service or domiciliary service. If service cannot be made on the judgment debtor or his attorney of record, the court shall appoint an attorney upon whom service may be made. The notice of seizure shall include information concerning the availability of housing counseling services, as well as the time, date, and place of the sheriff's sale, in accordance with the form provided in R.S. 13:3852(B).

(2) In addition to the written notice of seizure to be served on the judgment debtor as provided in Subparagraph (1) of this Paragraph, the sheriff shall also serve upon the occupants of the seized property a written notice stating that the subject property has been seized. Such service shall be accomplished by directing the notice to "occupants" of the seized premises and if the notice cannot be served personally or by domiciliary service upon the occupants, such service shall be accomplished by posting the notice upon the main entrance to the seized premises. The failure to serve the notices as provided herein shall not invalidate the sheriff's sale; however, such failure shall prevent the

purchaser at the sheriff's sale from availing himself of the provisions of R.S. 13:4346 as it applies to the ejectment or eviction of any occupants of the seized premises other than the judgment debtor. The failure to serve the notices required in this Paragraph shall not affect the rights of the foreclosing creditor or of the purchaser at the sheriff's sale under Code of Civil Procedure Articles 4701 et seq.

(3)(a) If the premises foreclosed upon consists of more than ten units, instead of giving notice as provided in Subparagraph (2) of this Paragraph, the foreclosing creditor shall have the option of causing a sign or signs to be posted by the sheriff measuring not less than two feet high and three feet wide posted in such a manner as to notify residents of the building containing the following language or words to this effect: "_____ JUDICIAL DISTRICT COURT FOR THE PARISH OF _____, DOCKET NUMBER _____. THIS PROPERTY HAS BEEN SEIZED AND SHALL BE SOLD IN ACCORDANCE WITH LAW ON OR AFTER _____, 200__/s/ SHERIFF _____, PARISH. Any person who removes or damages this notice is subject to prosecution in accordance with R.S. 14:56." The cost of preparation of such sign shall be borne by the foreclosing creditor and the fee of the sheriff in connection with the posting of such sign shall be determined in accordance with the provisions of R.S. 13:5530(A)(14).

(b) An affidavit of the creditor shall be filed of record in the foreclosure proceeding stating that such sign was posted, which affidavit shall be prima facie evidence that the sign was posted in accordance with this Subparagraph.

(4) The provisions of Subparagraphs (2) and (3) of this Paragraph shall apply only to foreclosure proceedings on immovable property which is occupied or intended for occupancy as a residence and shall not apply to foreclosure proceedings on property subject to time share operations, hotels, motels, inns, guest houses, rooming houses, bed and breakfasts, camp sites, campgrounds, and other lodging establishments intended for the temporary housing of guests.

C. After the seizure of property, the sheriff shall give notice of the seizure to persons other than the judgment debtor in the manner and to the extent provided by R.S. 13:3886. The sheriff shall file with the clerk who issued the writ his affidavit setting forth the name of each person to whom the notices were given and the address or addresses to which the notices were sent. The affidavit, when received by the clerk, shall form part of the record and shall be considered prima facie correct.

D. Cancellation of a mortgage, whether legal, judicial, or conventional, shall allow any interested party to cancel the notice of seizure of property affected by the mortgage upon submitting a request to cancel evidencing that the mortgage has been cancelled and upon submission of proof that all costs due the clerk of court and the sheriff have been paid. ***Nevertheless, a notice of seizure shall prescribe ten years after the date of recordation unless reinscribed in the same manner as an instrument creating a mortgage under Civil Code Article 3362.*** Any interested party may obtain cancellation of the notice of seizure on the basis of prescription of ten years without submitting evidence that all costs due to the clerk of court and sheriff have been paid in full.

Amended by Acts 1974, No. 88, §1; Acts 1991, No. 662, §1, eff. Jan. 1, 1992; Acts 1995, No. 614, §1; Acts 2004, No. 877, §1; Acts 2005, No. 216, §1; Acts 2008, No. 828, §1; Acts 2012, No. 395, §1; Acts 2013, No. 339, §2.

LIS PENDENS

REINSCRIPTION OF LIS PENDENS

La. Code of Civil Procedure Article 3752

Art. 3752. Requirements of notice; recordation

A. The notice referred to in Article 3751 shall be in writing, signed by the plaintiff, defendant, or other party to the action or proceeding who desires to have the notice recorded, or by a counsel of record for such party showing the name of the persons against whom it is to be effective, the name of the court in which the action or proceeding has been filed, the title, docket number, date of filing, and object thereof, and the description of the property sought to be affected thereby.

B. This notice shall be recorded in the mortgage office of the parish where the property to be affected is situated and has effect from the time of the filing for recordation. ***The notice shall cease to have effect after ten years from the date of its filing for recordation.*** Nevertheless, if the action or proceeding is still pending, the notice may be reinscribed by refiling the notice. ***A reinscription of the notice that is filed before the effect of recordation ceases continues that effect for five years from the day the notice is reinscribed.***

Acts 2005, No. 169, §3, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Acts 2006, No. 267, §1, eff. Aug. 15, 2007.

La. Code of Civil Procedure Article 3753

Art. 3753. Cancellation of notice of pendency

When judgment is rendered in the action or proceeding against the party who filed the notice of the pendency thereof, the judgment shall order the cancellation of the notice at the expense of the party who filed it, and as part of the costs

of the action or proceeding. Nevertheless, the notice of pendency filed in connection with the proceeding which gave rise to the judgment shall be canceled at the request of any interested party if the judgment has been canceled or if the action or proceeding has been dismissed.

Acts 1999, No. 870, §1.

OIL & GAS WELL LIEN (IF NOT A DRILLING RIG)

La. R.S. 9:4865

§4865. Cessation of effect as to certain third persons

A. A privilege ceases to have effect against a third person one hundred-eighty days after the last activity or event which gives rise to the privilege unless:

(1) The property subject to the privilege is not a drilling or other rig and the claimant files a statement of privilege in the mortgage records of the parish where the operating interest subject to the privilege is located; or

(2) The property subject to the privilege is a drilling or other rig and the claimant files, in the place specified in R.S. 10:9-501, a financing statement conforming to the requirements of R.S. 10:9-502. Notwithstanding R.S. 10:9-509(a), the claimant may file such a financing statement without the debtor's authorization so long as the claimant holds the privilege at the time of filing and the financing statement covers only a rig covered by the claimant's privilege.

B. A privilege shall also cease to have effect against a third person unless the claimant institutes an action for the enforcement of the privilege within one year after the date of the filing of the statement of privilege or financing statement.

C. The privilege shall also cease to have effect against third persons who are not parties to the action instituted pursuant to the provisions of Subsection B of this Section unless the claimant files a notice of pendency of action in the mortgage records of the parish where the property is located or lawfully seizes the property subject to the privilege within thirty days after institution of the action unless the property subject to the privilege is a drilling or other rig.

Acts 1986, No. 191, §1; Acts 1995, No. 962, §1; Acts 2001, No. 128, §4, eff. July 1, 2001; Acts 2012, No. 394, §2.

BUILDING CONTRACT

La. R.S. 9:4834

§4834. Notice of contract; cessation of effect, reinscription

The effect of filing a notice of contract ceases five years after it is filed, unless a written request for its reinscription, in the manner provided for the reinscription of mortgages, is properly and timely made by an interested person to the recorder of mortgages in whose office the notice of contract is filed. A request for reinscription may not be made after the effect of the filing of the notice of the contract has ceased. The effect of reinscription shall cease five years after the request for reinscription is filed.

Acts 1981, No. 724, §1, eff. Jan. 1, 1982; Acts 2005, No. 169, §4, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005.

REAL ESTATE BROKERS' LIENS REAL ESTATE APPRAISERS' LIENS

La. R.S. 9:2781.1

§2781.1. Real estate broker privilege on commercial real estate; definition; recordation; ranking; collection of open account

A. A special privilege affecting the interest of the person with whom he has contracted is hereby granted to a licensed real estate broker for the amount of his commission on all commercial real estate for which he negotiates the sale, exchange, purchase, lease, transfer, or other act of conveyance, pursuant to a written agreement between the broker asserting the privilege and a person having legal capacity to transfer or acquire an interest in the real estate.

B. Valid recorded privileges and all mortgages, whether recorded prior or subsequent to, shall have priority over a broker's privilege, including but not limited to:

(1) Valid materialman's or laborer's liens which are recorded subsequent to the broker's privilege but which related back to a date prior to its recordation.

(2) All mortgages, whether to secure revolving credit, future advances, construction loans, including all renewals thereof, even if the renewals are evidenced by an entirely new mortgage and the old mortgage is cancelled.

(3) All vendor's liens.

C.(1) A notice of broker privilege shall be filed at least five days prior to the sale in the parish in which the commercial real estate is located. Such notice shall also be given to the purchaser by certified mail at least five days prior to the sale.

(2) *The person claiming a privilege shall commence proceedings by filing a complaint within one year after the filing of the notice. The failure to do so shall extinguish the lien. No subsequent notice shall be given for the same claim, nor shall that claim be asserted in any proceeding under this Section.*

(3) A complaint may be withdrawn by the mutual consent of the person claiming the privilege and any other party or parties to the written agreement specified in Subsection A.

(4) The privilege may be released by the posting of a bond or other assets with the court sufficient in value to cover the full value of the claim. This escrowed amount shall be disbursed by the court upon the finality of a judicial decision and in a manner consistent with the decision.

D. The commission owed a real estate broker as provided in Subsection A of this Section is an "open account" for purposes of R.S. 9:2781.

E. As used in this Section, "commercial real estate" means real estate as defined in R.S. 37:1431(6), but does not include single family residential units such as condominiums, townhouses, or houses in a subdivision when sold, leased, transferred, or otherwise conveyed on a unit by unit basis or in units of six or fewer, real estate on which no building or other structure is permanently attached, real estate classified as farmland for assessment purposes, or residential real estate as defined in the federal Real Estate Settlement Procedures Act.

F. If pursuant to this Section a broker acquires rights and receives prepaid commissions and the transaction which gives rise to the right to receive such commissions fails as a result of the fault of the broker, the broker shall return the unearned prepaid commissions.

Acts 1995, No. 770, §1.

La. R.S. 9:2781.2

§2781.2. Real estate appraiser privilege on commercial real estate; definition; recordation; ranking

A. A special privilege affecting the interest of the person with whom he has contracted is hereby granted to a state-certified real estate appraiser as defined in R.S. 37:3392 for the amount of his fee on all real estate on which he performs an appraisal pursuant to a written agreement between the appraiser asserting the privilege and a person having legal capacity to transfer the real estate or a person having valid title to the real estate as owner.

B. Valid recorded privileges and all mortgages, whether recorded prior or subsequent to, shall have priority over an appraiser's privilege, including but not limited to:

(1) Valid materialman's or laborer's liens which are recorded subsequent to the appraiser's privilege but which relate back to a date prior to its recordation.

(2) All mortgages, whether to secure revolving credit, future advances, construction loans, including all renewals thereof, even if the renewals are evidenced by an entirely new mortgage and the old mortgage is canceled.

(3) All vendor's liens.

C.(1) A notice of appraiser privilege shall be filed at least five days prior to the sale in the parish in which the real estate is located. Such notice shall also be given to the purchaser by certified mail at least five days prior to the sale.

(2) *The person claiming a privilege shall commence proceedings by filing a complaint within one year after the filing of the notice. The failure to do so shall extinguish the lien. No subsequent notice shall be given for the same claim, nor shall that claim be asserted in any proceeding under this Section.*

(3) A complaint may be withdrawn by the mutual consent of the person claiming the privilege and any other party or parties to the written agreement specified in Subsection A of this Section.

(4) The privilege may be released by the posting of a bond or other assets with the court sufficient in value to cover the full value of the claim. This escrowed amount shall be disbursed by the court upon the finality of a judicial decision and in a manner consistent with the decision.

D. As used in this Section, "real estate" means real estate as defined in R.S. 37:1431(6).

Acts 2003, No. 979, §1.

CANCELLATION OF INSCRIPTION(S) BY PRESCRIPTION

Insofar as the following inscriptions have become unenforceable and have prescribed and preempted, and the effect thereof has ceased because of the prescribed lapse of time, the undersigned presents mortgage certificates bearing all of the names concerned and covering the prescriptive period(s) and hereby authorizes, directs, and requests the Clerk of Court & Ex-Officio Recorder of Mortgages of Jefferson Parish, State of Louisiana, to cancel said encumbrance in full.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R. S. 44:110.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

Mortgage **Judgment** **Lien** **Other** _____

Granted by or filed against: _____;

In favor of: _____;

In the sum of: \$ _____; Dated _____;

Recorded in Mortgage Office Book _____ Folio _____, Instrument number _____.

DATE

SIGNATURE

PRINTED name of Above Signed Party: _____

Company (if applicable): _____

Title (if applicable): _____ *(Duly Authorized Agent)*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____



Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT

Mortgage & Conveyance/UCC Department

P.O. Box 10 • Gretna LA 70054-0010 • (504) 364-2954 • www.jpclerkofcourt.us

MORTGAGE CERTIFICATE

Mail to: _____

Address: _____

City/State/ZIP Code: _____

I, Jon A. Gegenheimer, Clerk of Court and Recorder of Mortgages for the Parish of Jefferson, State of Louisiana, certify that this certificate has been run exclusively in the name or names hereunder set forth and not in any variations of said name or names.

Where a middle initial has been furnished, identical names with no middle initial or varying middle initial have not been run and will not be unless specifically requested. Where no middle initial has been furnished, identical names with middle initials have not been run and will not be unless specifically requested.

I hereby certify that there are no liens, claims, or mortgages of record in the mortgage records of this office in the exact name or names of:

affecting the following described property:

RUN FOR PRESCRIPTION OF MOB _____ FOLIO _____ INSTRUMENT # _____

PARTIAL CANCELLATION BY BANKRUPTCY AUTHORIZATION

Submit form consistent with applicable statute and Request to Cancel Inscription.

La. R.S. 9:5175

§5175. Order of discharge in bankruptcy; effect

A. A judgment debtor in whose favor a United States Bankruptcy Court has entered an order of discharge, or any person whose rights are or may be affected by the order, may bring an action in accordance with the provisions of R.S. 44:114, against the recorder of mortgages of a parish in which the judgment is recorded to declare the judicial mortgage created by its recordation extinguished and order the recordation of the judgment cancelled from the records of the parish and any other parish in which the judgment is recorded.

B.(1) Upon proof of the order of discharge, and that the judgment is for a claim that has been discharged, the court shall declare extinguished the judicial mortgage evidenced by the recordation of the judgment and order the recordation of the judgment cancelled unless the judgment creditor, or any other party to the action whose rights are or may be adversely affected by the cancellation, proves that the judgment creditor or such other person possesses equity in property as a result of the judicial mortgage over and above superior liens, in which case the order of cancellation shall expressly exclude its effect as to that property.

(2) If a bankruptcy court order authorizing the sale of property free and clear of all judgments, mortgages, and privileges does not specify the discharged judgments, mortgages, or privileges to be cancelled, the trustee or former trustee in the proceedings, or his attorney of record, may specify by affidavit which discharged judgments, mortgages, or privileges are to be partially cancelled as to the particular property subject to the order. The affidavit and a Request to Cancel shall be filed with the bankruptcy court order. The affidavit shall contain all of the following information:

(a) A statement that the debtor filed a petition under the United States Bankruptcy Code.

(b) The name of the court where the bankruptcy proceeding was filed.

(c) The date on which the petition was filed.

(d) A statement that the debt or debts upon which the judgment, mortgage, or privilege is based were listed in the bankruptcy proceeding.

(e) A description of the particular property to be released and a statement that the property is free and clear of all judgments, mortgages, or privileges.

(f) A listing of the judgments, mortgages, or privileges, including the clerk's office identification by instrument number, book, or folio.

(g) A certified copy of the bankruptcy court order.

C.(1) A judgment debtor may obtain a partial cancellation of the inscription of a judgment as it affects property not owned by the judgment debtor on the date of his filing a petition under Chapter 7 or Chapter 13 of the United States Bankruptcy Code upon the filing of an affidavit in accordance with this Subsection.

(2) The affidavit shall contain all of the following:

(a) A statement that the judgment debtor filed a petition under Chapter 7 or Chapter 13 of the United States Bankruptcy Code.

(b) The name of the court where the bankruptcy proceeding was filed.

(c) The date on which the petition was filed.

(d) A statement that the debt or debts upon which the judgment is based were listed in the bankruptcy proceeding and that the debtor was subsequently released from personal liability on the debt or debts by virtue of a discharge in bankruptcy.

(e) A description of any particular property to be partially released and a statement that the property was not owned by the debtor at the time of filing the bankruptcy proceeding.

(f) A copy of the schedule or schedules listing the debt.

(g) A copy of the discharge order.

(3) Upon the filing of an affidavit in compliance with this Subsection, the recorder shall partially cancel the judgment insofar as it affects the property described in the affidavit and any property that may have been acquired after the date stated in Subparagraph (2)(c) of this Subsection that the debtor filed his petition for bankruptcy.

(4) For purposes of this Subsection, a debtor is deemed to own inherited property as of the date of death of the decedent from whom he inherited the property.

Acts 2005, No. 169, §6, eff. July 1, 2006; Acts 2005, 1st Ex. Sess., No. 13, §1, eff. Nov. 29, 2005; Redesignated from R.S. 44:111 by Acts 2010, No. 284, §1, eff. Jan. 1, 2011; Acts 2012, No. 179, §1; Acts 2016, No. 88, §1.

REQUEST TO CANCEL INSCRIPTION

In accordance with the provisions of La. Civil Code Article 3366 & La. R.S. 9:5174, the Clerk of Court and Recorder of Mortgages for the Parish of Jefferson is hereby authorized, directed, and requested to cancel the inscription:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Debtor name: _____

And the following related inscriptions:

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

Recorded in Mortgage Office Book _____ Folio _____, instrument no. _____.

The undersigned acknowledges that he/she is liable to and shall indemnify the Recorder of Mortgages and any person relying on this request for cancellation for any damages they may suffer as a consequence of such reliance in accordance with the provisions of La. R.S. 9:5174.

DATE

SIGNATURE

PRINTED name of Above Signed Party:

Company (if applicable):

By (if applicable): _____ *Duly Authorized Agent*

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

e-Mail Address: _____

Phone #: ____ (____) _____