

**Written Follow-up Questions for the Record for Wendy Vitter**  
**Submitted by Senator Patrick Leahy**  
**May 10, 2018**

1. I previously asked you about the racially restrictive covenant contained in the deed to your home purchased in 1996. I appreciate your acknowledgment that such a covenant is both morally abhorrent and legally unenforceable.

In response to my question about whether any other properties you own have such a covenant, you stated that you recently performed a document search on all of your real property, and you discovered “one race-based covenant in a transaction from 1924 relative to property [you and your husband] purchased in 2002.” You also stated that you immediately hired an attorney to remove this covenant.

**a. In what city and state is this property purchased in 2002 located?**

The property is our home located in Metairie, Louisiana.

**b. When did you first learn of this racially restrictive covenant?**

Racially restrictive covenants are morally abhorrent and rightly null, void, and unenforceable. I only learned of the racially restrictive covenant in the last month. The racially restrictive language was not included in the 2002 transaction documents by which we purchased the property, attached as Attachment “A.” In order to ensure that I had full and accurate information to respond to Senator Leahy’s Written Questions for the Record on this topic, I had a full records search performed at the relevant Clerk of Court’s office. This search led to finding a 1924 property transaction document containing the racially restrictive language, attached as Attachment “B.”

**c. What steps did you take upon learning of the covenant?**

Upon learning of the racially restrictive language in the 1924 transaction document, I hired an attorney to have all vestiges of it completely removed from the chain of title.

**d. Can you confirm that this covenant is no longer on the deed (or other relevant document) as of today?**

All vestiges of the covenant have been removed from the chain of title through an Act of Correction, filed in the Clerk of Court’s Office, attached as Attachment “C.”

**e. Please provide a copy of the 2002 deed, Cash Sale of Property, or any other relevant document(s) that contained the racially based covenant.**

The relevant documents are attached as Attachments “A,” “B,” and “C.”

A

10203975 CB 3068 221

10203975

CASH SALE	UNITED STATES OF AMERICA
BY: Sterling Mandle, Stella Mandle Schornack, Richard B. Edwards, Jr. and Gordon Frederick Hansen	STATE OF LOUISIANA
TO: Wendy Baldwin, wife of/and David B. Vitter	PARISH OF JEFFERSON

BE IT KNOWN, That on this 7<sup>th</sup> Day of January, 2002,

BEFORE ME, The undersigned Notary Public, duly commissioned in and for and qualified in the Parish and State aforesaid, in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

Sterling Mandle (SSN: [REDACTED]-3460 ), a person of the full age of majority and a resident of the Parish of Jefferson , State of Louisiana, who declared under oath, unto me, Notary, that has been married but once and then to Theone Pierce Mandle, with whom he is living and residing and whose mailing address is: 1800 Transcontinental Drive, Metairie, LA 70001, and;

Stella Mandle Schornack (SSN: [REDACTED]-6838 ), a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana, represented herein by Kathleen Schornack Becker, her agent and attorney in fact, pursuant to a power of attorney annexed hereto and made a part hereof, who declared under oath, unto me, Notary, that her principal has been married but once and then to Oscar B. Schornack, who predeceased her and she has not since remarried and whose mailing address is:

5707 Aero Street, Metairie, LA 70003, and;

Richard B. Edwards, Jr., (SSN: [REDACTED]-5818 ), a person of the full age of majority and a resident of the Parish of St. Tammany, State of Louisiana, who declared under oath, unto me, Notary, that he has been married but once and then to Marie Gaudet Edwards, with whom he is living and residing and whose mailing address is: 10 Greenleaf Lane, Covington, LA 70435, and;

Gordon Frederick Hansen , (SSN: [REDACTED]-1848 ) a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana, who declared under oath, unto me, Notary, that he has been married but once and then to Marilyn \_\_\_ Hansen, with whom he is living and residing and whose mailing address is: 1617 Emily Street, Metairie, LA 70001

hereinafter referred to as "Vendor" who declared that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they may have against all preceding owners and vendors, unto:

Wendy Baldwin, ( SSN: [REDACTED]-7267), wife of/and David B. Vitter, (SSN: [REDACTED]-7643), both persons of the full age of majority and residents of the Parish of Jefferson , State of Louisiana, who declared under oath, unto me, Notary, that they have each been married but once and then to each other and they are living and residing together and whose mailing address is : 202 East Livingston, Metairie, LA 70005,

hereinafter referred to as "Purchaser", here present, accepting and purchasing for heirs and assigns, and acknowledging due delivery and possession thereof, and all singular, the following described property, to-wit:

See attached Legal Description Rider annexed hereto and made a part hereof, marked as Exhibit "A"

61/15/2002-03975 03:51:50 PM JEFF PAR 761010 007 TSP 74.03

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10203975

## Exhibit "A"

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances therunto belonging or in any wise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Bonnabel Place, bounded by Codifer Boulevard, Hesper Avenue, Helois Avenue and Brockenbraugh Street, being Lot No. 23 of Square No. 6, measuring 50 feet front on Helois Avenue, by 150 feet in depth, between equal and parallel lines, together with use of a common alley, the whole as will appear by reference to certificates of survey or map of said property made by Alfred E. Bonnabel, Parish Surveyor, dated May, 1915, a copy of which is annexed to a sale before Azzo Plough, Notary, dated August 16, 1924 and is subject to restrictions contained in act of sale by Bonnabel Land Co. To A. P. Wetzka, passed before Azzo Plough, Notary, dated August 16, 1924.

The above description and measurements are in conformity with a sketch and certificate on survey made by Adloe Orr, Civil Engineer, dated March 25, 1947, and according thereto, said Lot No. 23 commences at a distance of 212 feet from the corner of Helois Avenue and Brockenbraugh Street. And in accordance with survey by Mandle-Edwards Surveying, Inc., dated January 3, 2002, except that Helois Avenue is also known as Helios Avenue.

The improvements thereon bear the Municipal Number 238 Helois Ave, also known as 238 Helios Avenue.

Being the same property acquired by Nellie Mandle Edwards, Sterling Mandle, Stella Mandle Schornack, June Rose Mandle and Gordon Frederick Hansen, from the Successions of Lena Mary Gendusa, wife of/and Frank Louis Mandle, proceedings no. 370-707,

Being the same property further acquired by Richard B. Edwards, Jr. from the Succession of Nellie Mandle Edwards, proceedings No. 531-489, Parish of Jefferson, State of Louisiana.

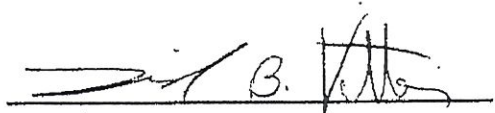
Being the same property further acquired by Sterling Mandle, Stella Mandle Schornack, Richard B. Edwards, Jr. and Gordon Frederick Hansen from the Succession of June Rose Mandle, Proceedings No. , Parish of Jefferson, State of Louisiana.

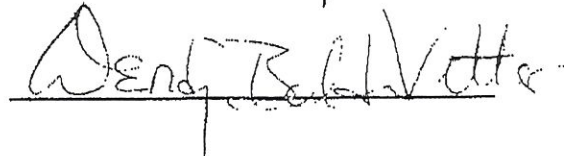
"AS-IS" CLAUSE

10203975

PURCHASER HEREBY ACKNOWLEDGES AND RECOGNIZES THAT THIS SALE IS IN "AS IS" CONDITION, AND ACCORDINGLY, HEREBY RELIEVES AND RELEASES SELLER AND PREVIOUS OWNERS FROM ANY AND ALL CLAIMS FOR ANY VICES OR DEFECTS IN SAID PROPERTY, WHETHER OBVIOUS OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN, AND PARTICULARLY FOR ANY CLAIM OR CAUSE OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 ET SEQ., OR FOR DIMINUTION OF PURCHASE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2541 ET SEQ. PURCHASER ACKNOWLEDGES HE UNDERSTANDS THAT LOUISIANA REDHIBITION LAW ENABLES HIM TO HOLD SELLER RESPONSIBLE FOR ANY OBVIOUS OR HIDDEN DEFECTS IN THE PROPERTY EXISTING ON THE ACT OF SALE DATE, AND THAT HE IS WAIVING THAT RIGHT.

PURCHASER ACKNOWLEDGES THAT THE ABOVE HAS BEEN EXPLAINED TO HIM AND THAT PURCHASER HAS READ AND UNDERSTANDS THE TERMS AND AGREES TO BE BOUND BY THIS WAIVER OF WARRANTY.

  
\_\_\_\_\_

  
\_\_\_\_\_

DATE: 1/7/2002

10203975

To have and to hold the above described property unto the said purchaser, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of [redacted], dollars cash, which the said purchaser has well and truly paid in ready and current money to the vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All taxes up to and including the taxes due and eligible in 2001 are paid, and taxes for the current year have been prorated between the parties hereto.

By reference to the title search, it does not appear that the said property has been heretofore alienated by the vendor or that it is subject to any encumbrance whatever,

EXCEPT: None

The parties hereto are cognizant of the fact that no survey or mortgage or conveyance certificates have been done on the herein described property and that they release and relieve me, Notary, from any responsibility or liability in connection therewith.

Vendor represents and warrants: (1) that no other sale or grant of interest in said property has been or will be made by vendor, and (2) that said property is not, and will not, become subject to any lien or encumbrance by act of omission of vendor, or claim against vendor, except as otherwise noted or excepted.

**THUS DONE AND PASSED**, in my office in the aforesaid parish and state on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Claudia Ingram

Cynthia

[Signature]  
Sterling Mandle

[Signature]  
Stella Mandle Schornack, by her agent and Attorney-in-fact, Kathleen Schornack Becker

[Signature]  
Richard B. Edwards, Jr.

[Signature]  
Gordon Frederick Hansen

[Signature]  
Wendy Baldwin Vitter

[Signature]  
David B. Vitter

[Signature]  
NOTARY PUBLIC

SPECIAL POWER OF ATTORNEY 10203975

STATE OF LOUISIANA

PARISH OF JEFFERSON

CITY OF METAIRIE

Dec 30<sup>th</sup>, 2001

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and Parish, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned PRINCIPAL, who declared under oath that he is of legal age and his marital status is as hereinafter set forth, and further that he does by these presents make, name, ordain, constitute and appoint the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place, and stead, to do and perform all the things and acts specified herein and in the numbered paragraphs(s) indicated or completed below.

PRINCIPAL further authorizes and empowers his said AGENT to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, note, contract, application or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by his said AGENT and adopting them as his own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders. Said AGENT shall also have full power of substitution and revocation, hereby ratifying and confirming and agreeing to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue hereof.

The purpose for which this power of attorney is granted is:

- I.  Applicable
- Not Applicable

To direct, instruct, authorize and permit AGENT to sell and deliver the hereinafter described real estate, and/or all of PRINCIPAL'S right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price.

- II.  Applicable
- Not Applicable

To direct, instruct, authorize and permit AGENT to purchase the hereinafter described real estate for the price and sum of \$ \_\_\_\_\_ in cash and \$ \_\_\_\_\_ to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on such real estate.

- III.  Applicable
- Not Applicable

To direct, instruct, authorize and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$ \_\_\_\_\_, said loan to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinabove shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- (a) To execute the necessary sale and resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisalment, waiver of homestead exemption from seizure, and pact de non alienando.
- (b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portions of the purchase price or the amount of the loan, said note to be payable at such maturity and at such rate of interest and on such terms and conditions as AGENT shall deem proper. AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.
- (c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- (d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers

or purchasers.

10203975

NAME, RESIDENCE, AND MARITAL STATUS OF PRINCIPAL:

STELLA MANDLE SCHORNACK (SSN: [REDACTED]), a person of the full age of majority and a resident of Jefferson Parish, Louisiana, who declared under oath unto me, Notary, that she has been married but once and then to Oscar Branch Schornack, who is deceased, and that she has not since remarried, whose mailing address is: 5707 Aero Street, Metairie, LA 70003.

NAME AND RESIDENCE OF AGENT:

KATHLEEN SCHORNACK BECKER, or WILLIAM AUGUST SCHORNACK, or MAUREEN SCHORNACK DUREL, all residents of Jefferson Parish, Louisiana.

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

Municipal Address: 238 Helois Avenue, Metairie, LA 70005. See full legal description attached hereto as Exhibit "A".

THUS DONE AND PASSED, in multiple originals, at the City and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have hereto signed their names with the said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]

[Signature]

[Signature]  
STELLA MANDLE SCHORNACK, PRINCIPAL

[Signature]  
NOTARY PUBLIC

My commission expires: AT MY DEATH

10203975

## Exhibit A

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Bonnabel Place, bounded by Codifer Boulevard, Hesper Avenue, Helois Avenue and Brockenbraugh Street, being Lot No. 23 of Square No. 6, measuring 50 feet front on Helois Avenue, by 150 feet in depth, between equal and parallel lines, together with use of a common alley, the whole as will appear by reference to certificates of survey or map of said property made by Alfred E. Bonnabel, Parish Surveyor, dated May, 1915, a copy of which is annexed to a sale before Azzo Plough, Notary, dated August 16, 1924 and is subject to restrictions contained in act of sale by Bonnabel Land Co. To A. P. Wetzka, passed before Azzo Plough, Notary, dated August 16, 1924.

The above description and measurements are in conformity with a sketch and certificate on survey made by Adloe Orr, Civil Engineer, dated March 25, 1947, and according thereto, said Lot No. 23 commences at a distance of 212 feet from the corner of Helois Avenue and Brockenbraugh Street. And in accordance with survey by Mandle-Edwards Surveying, Inc., dated January 3, 2002, except that Helois Avenue is also known as Helios Avenue.

The improvements thereon bear the Municipal Number 238 Helois Ave, also known as 238 Helios Avenue.

Being the same property acquired by Nellie Mandle, et als, from the Successions of Lena Mary Gendusa, wife of/and Frank Louis Mandle, proceedings no. 370-707, Division ☒☒, Parish of Jefferson, State of Louisiana.



'B'

For Sale by Boudousquie Printing Co., Ltd., 627 Perdido Street

No.

AUGUST 16th, 19<sup>24</sup>

United States of America

STATE OF LOUISIANA

Parish of Orleans, City of New Orleans.

Sale of Property

BY  
BONNABEL LAND CO.,  
INC.,  
TO  
AUGUST P. WETZKA,

BE IT KNOWN, That on this sixteenth day of the Month of August in the year of our Lord one thousand nine hundred and twenty-four and of the Independence of the United States of America the one hundred and forty-ninth,

Before me, AZZO JOSEPH PLOUGH, a Notary Public, duly commissioned, sworn and qualified in and for the Parish of Orleans, therein residing, and in the presence of the witnesses hereinafter named and undersigned,

Personally came and appeared:

GEORGE W. LAWES, ESQ., of full age of majority

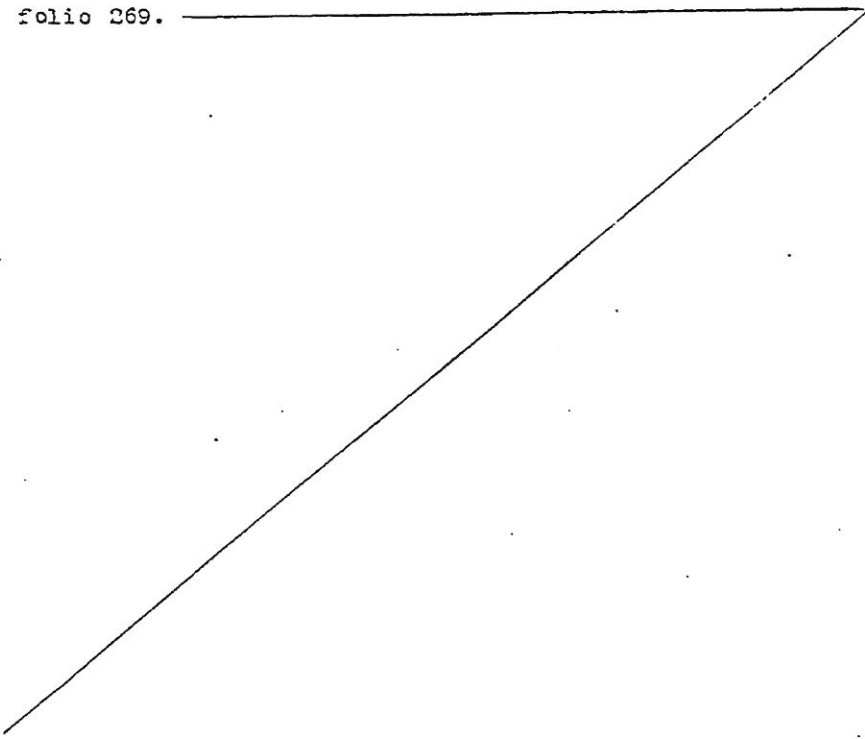
and a resident of the City of New Orleans, appearing herein in his capacity as President of the Bonnabel Land Company, Inc., a corporation organized under the laws of the State of Louisiana, created by act passed before Bussiere Rouen, Notary Public, on July 25, 1917, recorded in Mortgage Office Book 1212, folio 305, under and by virtue of a resolution of the Board of Directors of said company adopted at a meeting thereof held on February 5, 1924, a duly certified copy whereof is hereto annexed,

who declared that he does, for and on behalf of his said company, ~~xxx~~ by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto AUGUST P. WETZKA, ESQ., of full age of majority and a resident of the City of New Orleans, who declared unto me, Notary, under oath, that he had been married but once and then to Christina Huber, his wife, living and residing with him in this City,

here present accepting, and purchasing for himself, his heirs and assigns and acknowledging due delivery and possession thereof, all and singular the following described property, to wit:

Two certain lots of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise belonging, situated in the Parish of Jefferson, in that part thereof known as Bonnabel Place, and being designated by the Nos. 23 and 24, in Block or Square 6 of Bonnabel Place, bounded by Codifer Boulevard, Hesper Avenue, Helios Avenue and Brockenbraugh Street, measuring each fifty feet front on Helios Avenue, by one hundred and fifty feet in depth, between equal and parallel lines, together with the use of a common alley; the whole as will appear by reference to a certificate or survey or map of said property made by Alfred E. Bonnabel, Parish Surveyor, dated May, 1915, a copy of which is annexed to an act of sale by the vendor herein to Mr. Samuel W. Harris, passed before the undersigned Notary Public on this day. \_\_\_\_\_

Being the same property which was acquired by the present vendor from Alfred Bonnabel, by act passed before Bussiere Rouen, Notary Public, on July 25, 1917, registered in the Conveyance Records of the Parish of Jefferson in Book 41, folio 269. \_\_\_\_\_



February 5th, 1924.

Resolution adopted by the Bannabel Land Co. Inc. at their annual meeting of their Board of Directors, dated January 10th, 1924.

Minutes of annual meeting of the Board of Directors of the Bannabel Land Co. Inc., held on the tenth day of January, 1924, at New Orleans, La.

Present; G. W. Lawes  
H. J. Bannabel  
A. E. Bannabel  
Mrs. G. W. Lawes ( G.W. Lawes by proxy)  
Mrs. C. W. Relling ( L.R. Relling by proxy)

The president announced that it was necessary to authorize some officer of the corporation to sign all of the acts of agreements of sale by the company for the purpose of transferring title to the various purchasers for lots of ground in Bannabel Place.

Therefore, on motion of Mrs. G. W. Lawes seconded by Mrs. C. W. Relling the following resolution was offered and unanimously carried:-

BE IT RESOLVED that GEORGE W. LAWES, the President of this corporation, is hereby authorized and fully empowered to sign any and all authentic acts of sale necessary for the purpose of transferring title by this corporation in favor of any person or persons to whom the same may have been sold, this authority extending to each and every lot of ground in the entire sub-division of Bannabel Place; and in the event of the said president being unable to act for any reason the Secretary, Laurance R. Relling of this corporation is hereby authorized and given like power and authority to act in place and stead;

BE IT FURTHER RESOLVED that George W. Lawes be and he is hereby authorized to sign his name as President of this corporation to any authentic acts of sale presently incomplete in order to complete the same, even though heretofore dated, his actions being hereby ratified and approved.

L. R. Relling

Secretary & Treasurer

G. W. Lawes

President

I hereby certify the foregoing to be a true and correct copy of the original resolution of record in the minutes of the corporation.

Frank C. Ledwith

Secretary.

*Codifer & Bonnabel, Inc.*

REAL ESTATE BROKERS AND DEVELOPERS.

—DEVELOPERS OF—

BONNABEL PLACE.

OFFICE, 204 CAMP STREET.

WELLS FARGO BLDG.

PHONE MAIN 1681.

NEW ORLEANS, LA.,

Meeting of the Board of Directors of Codifer & Bonnabel Inc;  
held on May 11th, 1921 the following resolution was unanimously  
adopted;

RESOLVED; That Frank G. Codifer President of this corporation  
be and he is hereby authorized and empowered to sign and execute  
any and all acts of sales in which the Codifer & Bonnabel Inc;  
may be interested, with full power and authority to sign the name  
of the said corporation to grant releases and to intervene in any  
and all acts of sales in which Codifer & Bonnabel Inc; may be  
interested, and he shall have power to sign all such acts releases,  
and interventions for and on behalf of this corporation.

A true copy.

*F. R. Codifer*  
*Secy*

To have and to hold the above described property unto the said purchaser his heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of eight hundred (\$800.00) dollars,

Cash, which the said purchaser has well and truly paid, in ready and current money, to the said vendor who hereby acknowledge s the receipt thereof, and grant s full acquittance and discharge therefor.

All State and City taxes up to and including the taxes due and exigible in 1923, are paid as per tax research annexed to another act passed before me, Notary; this day. The taxes for 1924 are assumed by the purchaser.

By reference to the certificates of the Register of Conveyances and Recorder of Mortgages in and for the Parish of Jefferson annexed to an act passed before me, Notary, this day, it does not appear that said property has been heretofore alienated by the said vendor or that it is subject to any encumbrance whatever.

By reference to the certificates of the Clerk of the United States District and Circuit Courts, it does not appear that there are any unsatisfied judgments or decrees standing against said vendor; said certificates being annexed to said aforementioned act. \_\_\_\_\_

United States Documentary Stamps to the amount of one dollar affixed hereto and properly cancelled. \_\_\_\_\_

And now to these presents personally came and intervened Frank C. Codifer, Esq., President of Codifer & Bonnabel, Inc., acting under and by virtue of a resolution of the Board of Directors of said company adopted at a meeting thereof held on May 11, 1921, a duly certified copy whereof is hereto annexed, who declared that he does, in his said capacity, sell, assign, transfer, release and relinquish unto the purchaser herein any and all right, title and interest which said company has or may have in and to the property herein conveyed. \_\_\_\_\_

The parties hereto take cognizance of the fact that the Mortgage and Conveyance certificates referred to above are open, undated and unsigned and they release and relieve me, Notary, from all responsibility in the premises.

It is agreed and understood between the parties hereto,  
as a further consideration of this sale that

1. At no time shall the premises sold be occupied by negroes other than as domestic servants, nor shall the said property be sold in whole or in part to any negro or person of African descent;
2. The house or other improvements to be constructed upon the premises shall be not less than eighteen feet from the front property line;
3. The property shall always be used for residence purposes only and no commercial business shall be conducted or operated upon the premises;
4. The house or other improvements to be constructed upon each lot shall cost not less than thirty-five hundred dollars.

Clerk and Ex-Officio Recorders Office

Parish of Jefferson

Received 12th day of

Dec 1927 at 2 o'clock PM

and Registered in Conveyance B'k 66

folio 112

*W. S. Thelie*  
Clerk and Ex-Officio Recorder, Parish of Jefferson

IN DUPLICATE,

THUS DONE AND PASSED, in my office at the city of New Orleans, on the day, month and year herein first above written, in the presence of Messieurs *Samuel W. Harris*

and *Horace Chamel*

competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

*S. W. Harris*  
*Horace Chamel*

*Barnabel Land Co Inc*  
*E. H. Lawes President*  
*Land Co + Barnabel Inc.*  
*Frank C Land Co Inc*  
*A. P. Wetzka.*  
*W. S. Thelie*  
*9/18/27*

"C"

ACT OF CORRECTION

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF JEFFERSON

BE IT KNOWN, that on the below mentioned dates,

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified, in and for the County/Parish, and States below mentioned and in the presence of the undersigned competent witnesses, in counterpart:

**PERSONALLY CAME AND APPEARED:** Ann Mandle Quin, who declared that she was the Notary Public who prepared the Cash Sale, dated January 7, 2002 duly registered at COB 3068, folio 221, Instrument # 10203975, and which act covered the sale of Lot 23, Square 6, Bonnabel Place Subdivision, bearing Municipal Number 238 Helios St., Metairie, LA 70005, as more fully described below, sold by Sterling Mandle, et al, to Wendy Baldwin Vitter, wife of/and David B. Vitter.

**SELLER WAS STERLING MANDLE, ET AL.**

**PURCHASER WAS WENDY BALDWIN VITTER, WIFE OF/AND DAVID B. VITTER.**

That an error was committed in preparing the Cash Sale, in that the Exhibit "A" legal description attached to said act, with restrictions, was typed as follows:

A CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Bonnabel Place, bounded by Codifer Boulevard, Hesper Avenue, Helios Avenue and Brockenbraugh Street, being Lot No. 23 of Square No. 6, measuring 50 feet front on Helios Avenue, by 150 feet in depth, between equal and parallel lines, together with use of a common alley, the whole as will appear by reference to certificates of survey or map of said property made by Alfred E. Bonnabel, Parish Surveyor, dated May, 1915, a copy of which is annexed to a sale before Azzo Plough, Notary, dated August 16, 1924 and is subject to restrictions contained in act of sale by Bonnabel Land Co. to A.P. Wetzka, passed before Azzo Plough, Notary, dated August 16, 1924.

The above description and measurements are in conformity with a sketch and certificate on survey made by Adloe Orr, Civil Engineer, dated March 25, 1947, and according thereto, said Lot No. 23 commences at a distance of 212 feet from the corner of Helios Avenue and Brockenbraugh Street and in accordance with survey by Mandle-Edwards Surveying, Inc., dated January 3, 2002, except that Helois Avenue is also known as Helios Avenue.

The improvements thereon bear the Municipal No.: 238 Helios Avenue, Metairie, LA 70005.

When as a matter of fact it was the intention of the Notary to include the following language after the reference to the Restrictive Conventions in the legal description, **"NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, family status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law (b) is exempt under 42 U.S.C. 3607, or (c) relates to a handicap, but does not discriminate against handicapped persons."**, so that the legal description should have appeared as follows:

A CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Bonnabel Place, bounded by Codifer Boulevard, Hesper Avenue, Helios Avenue and Brockenbraugh Street, being Lot No. 23 of Square No. 6, measuring 50 feet front on Helios Avenue, by 150 feet in depth, between equal and parallel lines, together with use of a common alley, the whole as will appear by reference to certificates of survey or map of said property made by Alfred E. Bonnabel, Parish Surveyor, dated May, 1915, a copy of which is annexed to a sale before Azzo Plough, Notary, dated August 16, 1924 and is subject to restrictions contained in act of sale by Bonnabel Land Co. to A.P. Wetzka, passed before Azzo Plough, Notary, dated August 16, 1924. **NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, family status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law (b) is exempt under 42 U.S.C. 3607, or (c) relates to a handicap, but does not discriminate against handicapped persons.**

The above description and measurements are in conformity with a sketch and certificate on survey made by Adloe Orr, Civil Engineer, dated March 25, 1947, and according thereto, said Lot No. 23 commences at a distance of 212 feet from the corner of Helios Avenue and Brockenbraugh Street and in accordance with survey by Mandle-Edwards Surveying, Inc., dated January 3, 2002, except that Helios Avenue is also known as Helios Avenue.

The improvements thereon bear the Municipal No.: 238 Helios Avenue, Metairie, LA 70005.

That in view of the foregoing the aforementioned Exhibit "A" legal description and all references thereto in the act of Sale dated January 7, 2002 duly registered at COB 3068, folio 221, Instrument # 10203975, is amended to read as follows:

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A CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Bonnabel Place, bounded by Codifer Boulevard, Hesper Avenue, Helios Avenue and Brockenbraugh Street, being Lot No. 23 of Square No. 6, measuring 50 feet front on Helios Avenue, by 150 feet in depth, between equal and parallel lines, together with use of a common alley, the whole as will appear by reference to certificates of survey or map of said property made by Alfred E. Bonnabel, Parish Surveyor, dated May, 1915, a copy of which is annexed to a sale before Azzo Plough, Notary, dated August 16, 1924 and is subject to restrictions contained in act of sale by Bonnabel Land Co. to A.P. Wetzka, passed before Azzo Plough, Notary, dated August 16, 1924. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, family status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law (b) is exempt under 42 U.S.C. 3607, or (c) relates to a handicap, but does not discriminate against handicapped persons.

The above description and measurements are in conformity with a sketch and certificate on survey made by Adloe Orr, Civil Engineer, dated March 25, 1947, and according thereto, said Lot No. 23 commences at a distance of 212 feet from the corner of Helios Avenue and Brockenbraugh Street and in accordance with survey by Mandle-Edwards Surveying, Inc., dated January 3, 2002, except that Helois Avenue is also known as Helios Avenue.

The improvements thereon bear the Municipal No.: 238 Helios Avenue, Metairie, LA 70005.

And I, Notary, do hereby authorize and request the Register of Conveyances to make mention of the within act of correction in the margin of his records at COB 3068, folio 221, Instrument # 10203975, to serve as occasion may require.

THUS DONE AND PASSED, in duplicate, in my office in the Parish of Jefferson, State of Louisiana on the \_\_\_ day of April, 2018, in the presence of the undersigned competent witnesses, residing in this Parish, who have signed their names with the said appearers, and me, Notary, after due reading of the whole.

WITNESSES:

*London Ledet*  
Print Name: London Ledet

*Ann Mandle Quin*  
ANN MANDLE QUIN

*Janice S. Parker*  
Print Name: Janice S. Parker

*Claudia Trapani*  
NOTARY PUBLIC

Claudia Trapani, Bar No. 21099

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